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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 10-Q**

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(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended December 31, 2013

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-14129

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**STAR GAS PARTNERS, L.P.**

(Exact name of registrants as specified in its charters)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**06-1437793**  
(I.R.S. Employer  
Identification No.)

**2187 Atlantic Street,  
Stamford, Connecticut**  
(Address of principal executive office)

**06902**

**(203) 328-7310**  
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrants are large accelerated filers, accelerated filers, non-accelerated filers or smaller reporting companies. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether the registrants are shell companies (as defined in Rule 12b-2 of the Act). Yes  No

At January 31, 2014, the registrant had 57,467,744 common units outstanding.

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**STAR GAS PARTNERS, L.P. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**

<u>(in thousands)</u>	<u>December 31,</u> <u>2013</u> <u>(unaudited)</u>	<u>September 30,</u> <u>2013</u>
<b>ASSETS</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 83,234	\$ 85,057
Receivables, net of allowance of \$8,034 and \$7,928, respectively	202,814	96,124
Inventories	84,290	68,150
Fair asset value of derivative instruments	3,258	646
Current deferred tax assets, net	24,222	32,447
Prepaid expenses and other current assets	25,152	23,456
Total current assets	<u>422,970</u>	<u>305,880</u>
Property and equipment, net	51,821	51,323
Goodwill	201,130	201,130
Intangibles, net	64,481	66,790
Deferred charges and other assets, net	7,162	7,381
Total assets	<u>\$ 747,564</u>	<u>\$ 632,504</u>
<b>LIABILITIES AND PARTNERS' CAPITAL</b>		
<b>Current liabilities</b>		
Accounts payable	\$ 39,477	\$ 18,681
Revolving credit facility borrowings	100,348	—
Fair liability value of derivative instruments	1,037	3,999
Accrued expenses and other current liabilities	87,368	87,142
Unearned service contract revenue	49,626	40,608
Customer credit balances	50,078	70,196
Total current liabilities	<u>327,934</u>	<u>220,626</u>
Long-term debt	124,487	124,460
Long-term deferred tax liabilities, net	14,616	19,292
Other long-term liabilities	7,757	8,845
<b>Partners' capital</b>		
Common unitholders	295,427	282,289
General partner	42	3
Accumulated other comprehensive loss, net of taxes	(22,699)	(23,011)
Total partners' capital	<u>272,770</u>	<u>259,281</u>
Total liabilities and partners' capital	<u>\$ 747,564</u>	<u>\$ 632,504</u>

See accompanying notes to condensed consolidated financial statements.

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**STAR GAS PARTNERS, L.P. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**

<u>(in thousands, except per unit data - unaudited)</u>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2013</b>	<b>2012</b>
Sales:		
Product	\$463,387	\$454,470
Installations and service	<u>57,223</u>	<u>62,055</u>
Total sales	520,610	516,525
Cost and expenses:		
Cost of product	358,577	356,613
Cost of installations and service	53,443	57,221
(Increase) decrease in the fair value of derivative instruments	(5,458)	7,965
Delivery and branch expenses	68,400	68,387
Depreciation and amortization expenses	4,359	4,358
General and administrative expenses	5,406	4,491
Finance charge income	<u>(1,004)</u>	<u>(1,088)</u>
Operating income	36,887	18,578
Interest expense, net	(3,623)	(3,417)
Amortization of debt issuance costs	<u>(421)</u>	<u>(492)</u>
Income before income taxes	32,843	14,669
Income tax expense	<u>13,555</u>	<u>4,917</u>
Net income	\$ 19,288	\$ 9,752
General Partner's interest in net income	109	53
Limited Partners' interest in net income	<u>\$ 19,179</u>	<u>\$ 9,699</u>
Basic and diluted income per Limited Partner Unit (1):	<u>\$ 0.29</u>	<u>\$ 0.15</u>
Weighted average number of Limited Partner units outstanding:		
Basic and Diluted	<u>57,511</u>	<u>60,556</u>

(1) See Note 13 Earnings Per Limited Partner Unit.

See accompanying notes to condensed consolidated financial statements.

**STAR GAS PARTNERS, L.P. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

<u>(in thousands - unaudited)</u>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<u>2013</u>	<u>2012</u>
Net income	\$19,288	\$ 9,752
Other comprehensive income:		
Unrealized gain on pension plan obligation (1)	528	664
Tax effect of unrealized gain on pension plan	<u>(216)</u>	<u>(271)</u>
Total other comprehensive income	<u>312</u>	<u>393</u>
Total comprehensive income	<u>\$19,600</u>	<u>\$10,145</u>

(1) These items are included in the computation of net periodic pension cost. See Note 9 - Employee Benefit Plan.

See accompanying notes to condensed consolidated financial statements.

**STAR GAS PARTNERS, L.P. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENT OF PARTNERS' CAPITAL**

<b>(in thousands - unaudited)</b>	<u>Number of Units</u>		<u>Common</u>	<u>General Partner</u>	<u>Accum. Other Comprehensive Income (Loss)</u>	<u>Total Partners' Capital</u>
	<u>Common</u>	<u>General Partner</u>				
Balance as of September 30, 2013	57,718	326	\$282,289	\$ 3	\$ (23,011)	\$259,281
Net income	—	—	19,179	109	—	19,288
Unrealized gain on pension plan obligation (1)	—	—	—	—	528	528
Tax effect of unrealized gain on pension plan	—	—	—	—	(216)	(216)
Distributions	—	—	(4,741)	(70)	—	(4,811)
Retirement of units (2)	(250)	—	(1,300)	—	—	(1,300)
Balance as of December 31, 2013 (unaudited)	<u>57,468</u>	<u>326</u>	<u>\$295,427</u>	<u>\$ 42</u>	<u>\$ (22,699)</u>	<u>\$272,770</u>

(1) These items are included in the computation of net periodic pension cost. See Note 9 - Employee Benefit Plan.

(2) See Note 3 - Common Unit Repurchase and Retirement.

See accompanying notes to condensed consolidated financial statements.

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**STAR GAS PARTNERS, L.P. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**

(in thousands - unaudited)	Three Months Ended December 31,	
	2013	2012
<b>Cash flows provided by (used in) operating activities:</b>		
Net income	\$ 19,288	\$ 9,752
Adjustment to reconcile net income to net cash provided by (used in) operating activities:		
(Increase) decrease in fair value of derivative instruments	(5,458)	7,965
Depreciation and amortization	4,779	4,850
Provision for losses on accounts receivable	796	1,763
Change in deferred taxes	3,332	864
Changes in operating assets and liabilities:		
Increase in receivables	(107,604)	(106,395)
Increase in inventories	(16,140)	(35,683)
Increase in other assets	(1,977)	(3,799)
Increase in accounts payable	21,253	8,878
Decrease in customer credit balances	(20,119)	(22,603)
Increase in other current and long-term liabilities	8,711	13,826
Net cash used in operating activities	(93,139)	(120,582)
<b>Cash flows provided by (used in) investing activities:</b>		
Capital expenditures	(2,992)	(848)
Proceeds from sales of fixed assets	71	16
Net cash used in investing activities	(2,921)	(832)
<b>Cash flows provided by (used in) financing activities:</b>		
Revolving credit facility borrowings	100,348	36,703
Distributions	(4,811)	(4,781)
Unit repurchases	(1,300)	(4,247)
Deferred charges	—	(36)
Net cash provided by financing activities	94,237	27,639
Net increase (decrease) in cash and cash equivalents	(1,823)	(93,775)
Cash and cash equivalents at beginning of period	85,057	108,091
Cash and cash equivalents at end of period	\$ 83,234	\$ 14,316

See accompanying notes to condensed consolidated financial statements.

**STAR GAS PARTNERS, L.P. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

**1) Partnership Organization**

Star Gas Partners, L.P. (“Star Gas Partners,” the “Partnership,” “we,” “us,” or “our”) is a home heating oil and propane distributor and services provider with one reportable operating segment that principally provides services to residential and commercial customers to heat their homes and buildings. Star Gas Partners is a master limited partnership, which at December 31, 2013, had outstanding 57.5 million common units (NYSE: “SGU”) representing 99.44% limited partner interest in Star Gas Partners, and 0.3 million general partner units, representing 0.56% general partner interest in Star Gas Partners.

The Partnership is organized as follows:

- The general partner of the Partnership is Kestrel Heat, LLC, a Delaware limited liability company (“Kestrel Heat” or the “general partner”). The Board of Directors of Kestrel Heat (the “Board”) is appointed by its sole member, Kestrel Energy Partners, LLC, a Delaware limited liability company (“Kestrel”).
- The Partnership’s operations are conducted through Petro Holdings, Inc. and its subsidiaries (“Petro”). Petro is a Minnesota corporation that is an indirect wholly-owned subsidiary of the Partnership. Petro is subject to Federal and state corporation income taxes. Petro is a Northeast and Mid-Atlantic region retail distributor of home heating oil and propane that at December 31, 2013 served approximately 407,000 full-service residential and commercial home heating oil and propane customers. Petro also sold home heating oil, gasoline and diesel fuel to approximately 58,000 customers on a delivery only basis. In addition, Petro installed, maintained, and repaired heating and air conditioning equipment for its customers, and provided ancillary home services, including home security and plumbing, to approximately 16,000 customers.
- Star Gas Finance Company is a 100% owned subsidiary of the Partnership. Star Gas Finance Company serves as the co-issuer, jointly and severally with the Partnership, of its \$125 million (excluding discount) 8.875% Senior Notes outstanding at December 31, 2013, that are due 2017. The Partnership is dependent on distributions, including inter-company interest payments from its subsidiaries, to service the Partnership’s debt obligations. The distributions from the Partnership’s subsidiaries are not guaranteed and are subject to certain loan restrictions. Star Gas Finance Company has nominal assets and conducts no business operations. (See Note 11—Long-Term Debt and Bank Facility Borrowings)

**2) Summary of Significant Accounting Policies**

*Basis of Presentation*

The Consolidated Financial Statements include the accounts of Star Gas Partners, L.P. and its subsidiaries. All material inter-company items and transactions have been eliminated in consolidation.

The financial information included herein is unaudited; however, such information reflects all adjustments (consisting solely of normal recurring adjustments), which are, in the opinion of management, necessary for the fair statement of financial condition and results for the interim periods. Due to the seasonal nature of the Partnership’s business, the results of operations and cash flows for the three month period ended December 31, 2013 and December 31, 2012 are not necessarily indicative of the results to be expected for the full year.

These interim financial statements of the Partnership have been prepared in accordance with U.S. Generally Accepted Accounting Principles (“GAAP”) for interim financial information and Rule 10-01 of Regulation S-X of the U.S. Securities and Exchange Commission and should be read in conjunction with the financial statements included in the Partnership’s Annual Report on Form 10-K for the year ended September 30, 2013.



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### *Reclassification*

The accompanying December 31, 2012 consolidated statements of operations have been revised from their previous presentation to reclassify finance charge income of \$1,088 and present it separately as an element of operating income. Previously, finance charge income was included in the caption interest income in the consolidated statements of operations. This reclassification was made in order to conform with common industry practice regarding the reporting of finance charge income in operating income, and had no impact on net income, financial position, and cash flows for any period. Interest expense, net consists of:

(in thousands)	Three Months Ended December 31,	
	2013	2012
Interest expense	\$ (3,633)	\$ (3,427)
Interest income	10	10
Interest expense, net	<u>\$ (3,623)</u>	<u>\$ (3,417)</u>

### *Comprehensive Income (Loss)*

Comprehensive income (loss) is comprised of net income (loss) and other comprehensive income (loss). Other comprehensive income (loss) consists of the unrealized gain (loss) amortization on the Partnership's pension plan obligation for its two frozen defined benefit pension plans, and the corresponding tax effect.

### *Recent Accounting Pronouncements*

In the first quarter of fiscal 2014, the Partnership adopted the provisions of the Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2011-11, Disclosures about Offsetting Assets and Liabilities. This amendment as clarified by ASU No. 2013-01, Clarifying the Scope of Disclosures about Offsetting Assets and Liabilities, applies only to derivatives, repurchase agreements and reverse purchase agreements, and securities borrowing and securities lending transactions that are either offset in accordance with specific criteria contained in FASB Accounting Standards Codification or subject to a master netting arrangement or similar agreement. The adoption of this amendment required added disclosures to enable users of our financial statements to understand the effect of those arrangements on our financial position, and did not impact our results of operations or the amount of assets and liabilities reported.

### **3) Common Unit Repurchase and Retirement**

In July 2012, the Board authorized the repurchase of up to 3.0 million of the Partnership's common units ("Plan III"). In July 2013, the Board authorized an additional 1.9 million common units to be repurchased under its Plan III common unit repurchase plan. The authorized common unit repurchases may be made from time-to-time in the open market, in privately negotiated transactions or in such other manner deemed appropriate by management. There is no guarantee of the exact number of units that will be purchased under the program and the Partnership may discontinue purchases at any time. The program does not have a time limit. The Board may also approve additional purchases of units from time to time in private transactions. The Partnership's repurchase activities take into account SEC safe harbor rules and guidance for issuer repurchases. All of the common units purchased in the repurchase program will be retired.

Under the Partnership's second amended and restated credit agreement (see Note 14. Subsequent Events), we must maintain Availability (as defined in the second amended and restated credit facility agreement) of \$45 million, 15.0% of the facility size of \$300 million (assuming the non-seasonal aggregate commitment is outstanding) on a historical pro forma and forward-looking basis, and a fixed charge coverage ratio of not less than 1.15 in order to repurchase common units. During the three months ended December 31, 2013, the Partnership was in compliance with the equivalent covenant in the credit agreement then in effect.

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(in thousands, except per unit amounts)

Period	Total Number of Units Purchased (a)	Average Price Paid per Unit (b)	Maximum Number of Units that May Yet Be Purchased
<b>Plan III - Number of units authorized</b>			<b>4,894</b>
<b>Private transaction - Number of units authorized (c)</b>			<b>1,150</b>
			<b>6,044</b>
Plan III - Fiscal year 2012 total	22	\$ 4.26	6,022
Plan III - Fiscal year 2013 total (c)	3,284	\$ 4.63	2,738
Plan III - October 2013 (d)	250	\$ 5.20	2,488
Plan III - November 2013	—	\$ —	2,488
Plan III - December 2013	—	\$ —	2,488
Plan III - First quarter fiscal year 2014 total	250	\$ 5.20	2,488

- (a) Units were repurchased as part of a publicly announced program, except as noted in a private transaction.  
 (b) Amounts include repurchase costs.  
 (c) Fiscal year 2013 common unit repurchases include 1.15 million common units acquired in a private transaction.  
 (d) October 2013 common unit repurchases were acquired in a private transaction.

#### 4) Derivatives and Hedging—Fair Value Measurements and Accounting for the Offsetting of Certain Contracts

The Partnership uses derivative instruments such as futures, options and swap agreements in order to mitigate exposure to market risk associated with the purchase of home heating oil for price-protected customers, physical inventory on hand, inventory in transit and priced purchase commitments. The Partnership has elected not to designate its derivative instruments as hedging derivatives, but rather as economic hedges whose change in fair value is recognized in our statement of operations in the line item (Increase) decrease in the fair value of derivative instruments. Depending on the risk being economically hedged, realized gains and losses are recorded in cost of product, cost of installations and service, or delivery and branch expenses.

To hedge a substantial majority of the purchase price associated with heating oil gallons anticipated to be sold to its price-protected customers as of December 31, 2013, the Partnership held 1.6 million gallons of physical inventory and had bought 10.0 million gallons of swap contracts, 4.5 million gallons of call options, 6.9 million gallons of put options and 86.0 million net gallons of synthetic calls, all in future months to match anticipated sales. To hedge the inter-month differentials for its price-protected customers, its physical inventory on hand and inventory in transit, the Partnership, as of December 31, 2013, had bought 57.6 million gallons of future contracts, had sold 76.5 million gallons of future contracts and had sold 16.3 million gallons of future swap contracts. In addition to the previously described hedging instruments, the Partnership as of December 31, 2013, had bought corresponding long and short 38.6 million net gallons of swap contracts and bought 3.9 million gallons of spread contracts (simultaneous long and short positions) to lock-in the differential between high sulfur home heating oil and ultra low sulfur diesel. To hedge a majority of its internal fuel usage for fiscal 2014, the Partnership as of December 31, 2013, had bought 2.4 million gallons of future swap contracts.

To hedge a substantial majority of the purchase price associated with heating oil gallons anticipated to be sold to its price-protected customers as of December 31, 2012, the Partnership held 2.4 million gallons of physical inventory and had bought 10.2 million gallons of swap contracts, 3.8 million gallons of call options, 7.8 million gallons of put options and 84.8 million net gallons of synthetic calls, all in future months to match anticipated sales. To hedge the inter-month differentials for its price-protected customers, its physical inventory on hand and inventory in transit, the Partnership, as of December 31, 2012, had bought 66.3 million gallons of future contracts, had sold 76.8 million gallons of future contracts, had bought 13.0 million gallons of diesel swap contracts (for NYS ultra-low sulfur heating oil customers) and had sold 30.8 million gallons of heating oil swap contracts (including 13.0 million gallons designated for NYS ultra-low sulfur heating oil customers). To hedge a majority of its internal fuel usage for fiscal 2013, the Partnership as of December 31, 2012, had bought 2.1 million gallons of future swap contracts.

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The Partnership's derivative instruments are with the following counterparties: Bank of America, N.A., Bank of Montreal, Cargill, Inc., Citibank, N.A., JPMorgan Chase Bank, N.A., Key Bank, N.A., Regions Financial Corporation, Societe Generale, and Wells Fargo Bank, N.A. The Partnership assesses counterparty credit risk and considers it to be low. We maintain master netting arrangements that allow for the non-conditional offsetting of amounts receivable and payable with counterparties to help manage our risks and record derivative positions on a net basis. The Partnership generally does not receive cash collateral from its counterparties and does not restrict the use of cash collateral maintained at counterparties. At December 31, 2013, the aggregate cash posted as collateral in the normal course of business at counterparties was \$1.6 million. Positions with counterparties who are also parties to our revolving credit facility are collateralized under that facility. As of December 31, 2013, \$5.1 million of hedge positions were secured under the credit facility.

FASB ASC 820-10 Fair Value Measurements and Disclosures, established a three-tier fair value hierarchy, which classified the inputs used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices for identical instruments in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. The Partnership's Level 1 derivative assets and liabilities represent the fair value of commodity contracts used in its hedging activities that are identical and traded in active markets. The Partnership's Level 2 derivative assets and liabilities represent the fair value of commodity contracts used in its hedging activities that are valued using either directly or indirectly observable inputs, whose nature, risk and class are similar. No significant transfers of assets or liabilities have been made into and out of the Level 1 or Level 2 tiers. All derivative instruments were non-trading positions and were either a Level 1 or Level 2 instrument. The fair market value of our Level 1 and Level 2 derivative assets and liabilities are calculated by our counter-parties and are independently validated by the Partnership. The Partnership's calculations are, for Level 1 derivative assets and liabilities, based on the published New York Mercantile Exchange ("NYMEX") market prices for the commodity contracts open at the end of the period. For Level 2 derivative assets and liabilities the calculations performed by the Partnership are based on a combination of the NYMEX published market prices and other inputs, including such factors as present value, volatility and duration.

The Partnership had no assets or liabilities that are measured at fair value on a nonrecurring basis subsequent to their initial recognition. The Partnership's financial assets and liabilities measured at fair value on a recurring basis are listed on the following table.

(In thousands)

Derivatives Not Designated as Hedging Instruments Under FASB ASC 815-10	Balance Sheet Location	Total	Fair Value Measurements at Reporting Date Using:		
			Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
<b>Asset Derivatives at December 31, 2013</b>					
Commodity contracts	Fair asset and fair liability value of derivative instruments	\$ 17,429	\$ 4,714	\$ 12,715	\$ —
<b>Commodity contract assets at December 31, 2013</b>		<b>\$ 17,429</b>	<b>\$ 4,714</b>	<b>\$ 12,715</b>	<b>\$ —</b>
<b>Liability Derivatives at December 31, 2013</b>					
Commodity contracts	Fair liability and fair asset value of derivative instruments	\$(15,208)	\$ (4,897)	\$ (10,311)	\$ —
<b>Commodity contract liabilities at December 31, 2013</b>		<b>\$(15,208)</b>	<b>\$ (4,897)</b>	<b>\$ (10,311)</b>	<b>\$ —</b>
<b>Asset Derivatives at September 30, 2013</b>					
Commodity contracts	Fair asset and fair liability value of derivative instruments	\$ 14,467	\$ 1,175	\$ 13,292	\$ —
<b>Commodity contract assets at September 30, 2013</b>		<b>\$ 14,467</b>	<b>\$ 1,175</b>	<b>\$ 13,292</b>	<b>\$ —</b>
<b>Liability Derivatives at September 30, 2013</b>					
Commodity contracts	Fair liability and fair asset value of derivative instruments	\$(17,820)	\$ (519)	\$ (17,301)	\$ —
<b>Commodity contract liabilities at September 30, 2013</b>		<b>\$(17,820)</b>	<b>\$ (519)</b>	<b>\$ (17,301)</b>	<b>\$ —</b>

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The Partnership's derivative assets (liabilities) offset by counterparty and subject to an enforceable master netting arrangement are listed on the following table.

(In thousands)

Offsetting of Financial Assets (Liabilities) and Derivative Assets (Liabilities)	Gross Assets Recognized	Gross Liabilities Offset in the Statement of Financial Position	Net Assets (Liabilities) Presented in the Statement of Financial Position	Gross Amounts Not Offset in the Statement of Financial Position		
				Financial Instruments	Cash Collateral Received	Net Amount
Fair asset value of derivative instruments	\$ 14,967	\$ (11,709)	\$ 3,258	\$ —	\$ —	\$ 3,258
Fair liability value of derivative instruments	2,462	(3,499)	(1,037)	—	—	(1,037)
<b>Total at December 31, 2013</b>	<b>\$ 17,429</b>	<b>\$ (15,208)</b>	<b>\$ 2,221</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 2,221</b>
Fair asset value of derivative instruments	\$ 7,254	\$ (6,608)	\$ 646	\$ —	\$ —	\$ 646
Fair liability value of derivative instruments	7,213	(11,212)	(3,999)	—	—	(3,999)
<b>Total at September 30, 2013</b>	<b>\$ 14,467</b>	<b>\$ (17,820)</b>	<b>\$ (3,353)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ (3,353)</b>

(In thousands)

### The Effect of Derivative Instruments on the Statement of Operations

Derivatives Not Designated as Hedging Instruments Under FASB ASC 815-10	Location of (Gain) or Loss Recognized in Income on Derivative	Amount of (Gain) or Loss Recognized	
		Three Months Ended December 31, 2013	Three Months Ended December 31, 2012
Commodity contracts	Cost of product (a)	\$ 5,311	\$ 4,876
Commodity contracts	Cost of installations and service (a)	\$ (8)	\$ (89)
Commodity contracts	Delivery and branch expenses (a)	\$ (39)	\$ (85)
Commodity contracts	(Increase)/ decrease in the fair value of derivative instruments	\$ (5,458)	\$ 7,965

(a) Represents realized closed positions and includes the cost of options as they expire.

## 5) Inventories

The Partnership's product inventories are stated at the lower of cost or market computed on the weighted average cost method. All other inventories, representing parts and equipment are stated at the lower of cost or market using the FIFO method. The components of inventory were as follows (in thousands):

	December 31, 2013	September 30, 2013
Product	\$ 66,296	\$ 50,197
Parts and equipment	17,994	17,953
<b>Total inventory</b>	<b>\$ 84,290</b>	<b>\$ 68,150</b>

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**6) Property and Equipment**

Property and equipment are stated at cost. Depreciation is computed over the estimated useful lives of the depreciable assets using the straight-line method (in thousands):

	<u>December 31, 2013</u>	<u>September 30, 2013</u>
Property and equipment	\$ 172,412	\$ 170,462
Less: accumulated depreciation	120,591	119,139
Property and equipment, net	<u>\$ 51,821</u>	<u>\$ 51,323</u>

**7) Other Intangible Assets**

*Intangibles, net*

The gross carrying amount and accumulated amortization of intangible assets subject to amortization are as follows (in thousands):

	<u>December 31, 2013</u>			<u>September 30, 2013</u>		
	<u>Gross Carrying Amount</u>	<u>Accum. Amortization</u>	<u>Net</u>	<u>Gross Carrying Amount</u>	<u>Accum. Amortization</u>	<u>Net</u>
Customer lists and other intangibles	<u>\$288,011</u>	<u>\$ 223,530</u>	<u>\$64,481</u>	<u>\$288,011</u>	<u>\$ 221,221</u>	<u>\$66,790</u>

Amortization expense for intangible assets was \$2.3 million for the three months ended December 31, 2013, compared to \$2.3 million for the three months ended December 31, 2012. Total estimated annual amortization expense related to intangible assets subject to amortization, for the fiscal year ending September 30, 2014, and the four succeeding fiscal years ending September 30, is as follows (in thousands):

	<u>Estimated Annual Book Amortization Expense</u>
2014	\$ 9,188
2015	\$ 9,053
2016	\$ 8,882
2017	\$ 8,362
2018	\$ 7,523

**8) Long-Term Debt and Bank Facility Borrowings**

The Partnership's debt is as follows (in thousands):

	<u>December 31, 2013</u>		<u>September 30, 2013</u>	
	<u>Carrying Amount</u>	<u>Fair Value (a)</u>	<u>Carrying Amount</u>	<u>Fair Value (a)</u>
8.875% Senior Notes (b)	\$124,487	\$ 130,938	\$124,460	\$ 130,000
Revolving Credit Facility Borrowings (c)	100,348	100,348	—	—
<b>Total debt</b>	<u>\$224,835</u>	<u>\$ 231,286</u>	<u>\$124,460</u>	<u>\$ 130,000</u>
Total long-term portion of debt	<u>\$124,487</u>	<u>\$ 130,938</u>	<u>\$124,460</u>	<u>\$ 130,000</u>

- (a) The Partnership's fair value estimates of long-term debt are made at a specific point in time, based on Level 2 inputs. Due to the relatively short maturity of the revolving credit facility, the carrying amount approximates fair value.

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- (b) The 8.875% Senior Notes were originally issued in November 2010 in a private placement offering pursuant to Rule 144A and Regulation S under the Securities Act of 1933, and in February 2011, were exchanged for substantially identical public notes registered with the Securities and Exchange Commission. These public notes mature in December 2017 and accrue interest at an annual rate of 8.875% requiring semi-annual interest payments on June 1 and December 1 of each year. The discount on these notes was \$0.5 million at December 31, 2013. Under the terms of the indenture, these notes permit restricted payments after passing certain financial tests. The Partnership can incur debt up to \$100 million for acquisitions and can also pay restricted payments of \$22.0 million without passing certain financial tests.
- (c) At December 31, 2013, the Partnership had an amended and restated asset based revolving credit facility agreement with a bank syndicate comprised of fifteen banks that expired in 2016. Under this agreement, the Partnership was permitted to borrow up to \$250 million (\$350 million during the heating season of December through April of each year) for working capital purposes (subject to certain borrowing base limitations and coverage ratios) and was permitted to issue up to \$100 million in letters of credit.

In January 2014, the Partnership entered into a second amended and restated asset based revolving credit facility agreement with a bank syndicate comprised of fifteen participants, which replaced the existing revolving credit facility. (See Note 14. Subsequent Events).

The second amended and restated revolving credit facility provides the Partnership with the ability to borrow up to \$300 million (\$450 million during the heating season of December through April of each year) for working capital purposes (subject to certain borrowing base limitations and coverage ratios), including the issuance of up to \$100 million in letters of credit and extends the maturity date to June 2017, or January 2019 if the Partnership has met the conditions of the facility termination date as defined in the agreement and as discussed further below. The Partnership can increase the facility size by \$100 million without the consent of the bank group. However, the bank group is not obligated to fund the \$100 million increase. If the bank group elects not to fund the increase, the Partnership can add additional lenders to the group, with the consent of the Agent, which shall not be unreasonably withheld. Obligations under the second amended and restated credit facility are guaranteed by the Partnership and its subsidiaries and are secured by liens on substantially all of the Partnership's assets including accounts receivable, inventory, general intangibles, real property, fixtures and equipment.

The interest rate on the second amended and restated credit facility is LIBOR plus (i) 1.75% (if Availability, as defined in the agreement is greater than or equal to \$150 million), or (ii) 2.00% (if Availability is greater than \$75 million but less than \$150 million), or (iii) 2.25% (if Availability is less than or equal to \$75 million). The Commitment Fee on the unused portion of the facility is 0.30% per annum.

Under the second amended and restated credit facility, the Partnership is obligated to meet certain financial covenants, including the requirement to maintain at all times either Availability (borrowing base less amounts borrowed and letters of credit issued) of 12.5% of the facility size, or a fixed charge coverage ratio (as defined in the revolving credit facility agreement) of not less than 1.1, which is calculated based upon Adjusted EBITDA for the trailing twelve months. In order to make acquisitions, the Partnership must maintain Availability of \$40 million on a historical pro forma and forward-looking basis. In addition, the Partnership must maintain Availability of \$45 million, 15.0% of the facility size of \$300 million (assuming the non-seasonal aggregate commitment is outstanding), on a historical forward-looking basis, and a fixed charge coverage ratio of not less than 1.15 in order to pay any distributions to unitholders or repurchase common units (Prior to the January 2014 agreement, the Partnership was required to maintain availability of 17.5% of the facility size, on a historical forward-looking basis, and a fixed charge coverage ratio of not less than 1.15 in order to pay any distributions to unitholders or repurchase common units). Likewise, no inter-company dividends or distributions can be made (including those needed to pay interest or principle on our 8.875% Senior Notes), except to the Partnership or a wholly owned subsidiary of the Partnership, if the immediately preceding covenants have not been met. Certain restrictions are also imposed by the agreement, including restrictions on the Partnership's ability to incur additional indebtedness, to pay distributions to unitholders, to pay inter-company dividends or distributions, make investments, grant liens, sell assets, make acquisitions and engage in certain other activities.

All outstanding amounts owed under the second amended and restated credit facility become due and payable on the facility termination date of June 1, 2017. If the Partnership has repaid, prepaid or otherwise defeased at least \$100 million of our 8.875% Senior Notes and Availability is equal to or greater than the aggregate amount required to repay the remaining outstanding 8.875% Senior Notes ("Payoff Amount"), then the facility termination date is January 14, 2019. However, after June 1, 2017, in the event that Availability is less than the Payoff Amount, the facility termination date shall be three days following such date. Notwithstanding this, all outstanding amounts are subject to acceleration upon the occurrence of events of default which the Partnership considers usual and customary for an agreement of this type, including failure to make payments under the second amended and restated credit facility, non-performance of covenants and obligations or insolvency or bankruptcy (as described in the second amended and restated credit facility).

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At December 31, 2013, \$100.3 million was outstanding under the revolving credit facility and \$46.5 million of letters of credit were issued. At September 30, 2013, no amount was outstanding under the revolving credit facility and \$44.7 million of letters of credit were issued.

At December 31, 2013, availability was \$148.0 million and the Partnership was in compliance with the fixed charge coverage ratio. At September 30, 2013, availability was \$164.3 million and the Partnership was in compliance with the fixed charge coverage ratio.

In July 2011, the Partnership's shelf registration became effective, providing for the sale of up to \$250 million in one or more offerings of common units representing limited partnership interests, partnership securities and debt securities; which may be secured or unsecured senior debt securities or secured or unsecured subordinated debt securities. As of December 31, 2013, no offerings under this shelf registration have occurred.

### 9) Employee Benefit Plan

<u>(in thousands)</u>	<u>Three Months Ended</u>	
	<u>December 31,</u>	
	<u>2013</u>	<u>2012</u>
<u>Components of net periodic benefit cost:</u>		
Service cost	\$ 0	\$ 0
Interest cost	690	620
Expected return on plan assets	(776)	(948)
Net amortization	528	664
Net periodic benefit cost	<u>\$ 442</u>	<u>\$ 336</u>

For the three months ended December 31, 2013, the Partnership contributed \$0.8 million and expects to make an additional \$1.2 million contribution in fiscal 2014 to fund its pension obligation.

### 10) Income Taxes

Star Gas Partners is a master limited partnership and is not subject to tax at the entity level for Federal and state income tax purposes. However, Star Gas Partners income is derived from its corporate subsidiaries, and these financial statements reflect significant Federal and state income taxes relating to the corporate subsidiaries. For the corporate subsidiaries of Star Gas Partners, a consolidated Federal income tax return is filed. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amount of assets and liabilities and their respective tax bases and operating loss carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is recognized if, based on the weight of available evidence including historical tax losses, it is more likely than not that some or all of deferred tax assets will not be realized.

Income and losses of Star Gas Partners are allocated directly to the individual partners. Even though Star Gas Partners will generate non-qualifying Master Limited Partnership income through its corporate subsidiaries, distributions from the corporate subsidiaries to Star Gas Partners are generally included in the determination of qualified Master Limited Partnership income. All or a portion of the distributions received by Star Gas Partners from the corporate subsidiaries could be a dividend or capital gain to the individual partners.

The accompanying financial statements are reported on a fiscal year, however, Star Gas Partners and its Corporate subsidiaries file Federal and state income tax returns on a calendar year.

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The current and deferred income tax expenses for the three months ended December 31, 2013, and 2012 are as follows (in thousands):

(in thousands)	Three Months Ended December 31,	
	2013	2012
Income before income taxes	\$32,843	\$14,669
Current tax expense	\$10,223	\$ 4,053
Deferred tax expense	3,332	864
Total tax expense	<u>\$13,555</u>	<u>\$ 4,917</u>

As of the calendar tax year ended December 31, 2013, Star Acquisitions, a wholly-owned subsidiary of the Partnership, had an estimated Federal net operating loss carry forward (“NOLs”) of approximately \$8.3 million. The Federal NOLs, which will expire between 2018 and 2024, are generally available to offset any future taxable income but are also subject to annual limitations of between \$1.0 million and \$2.2 million.

FASB ASC 740-10-05-6 Income Taxes, Uncertain Tax Position, provides financial statement accounting guidance for uncertainty in income taxes and tax positions taken or expected to be taken in a tax return. At December 31, 2013, we had unrecognized income tax benefits totaling \$0.8 million including related accrued interest and penalties of \$0.1 million. These unrecognized tax benefits are primarily the result of state tax uncertainties. If recognized, these tax benefits would be recorded as a benefit to the effective tax rate.

We believe that the total liability for unrecognized tax benefits will not materially change during the next 12 months ending December 31, 2014. Our continuing practice is to recognize interest related to income tax matters as a component of income tax expense. We file U.S. Federal income tax returns and various state and local returns. A number of years may elapse before an uncertain tax position is audited and finally resolved. For our Federal income tax returns we have four tax years subject to examination. In our major state tax jurisdictions of New York, Connecticut, Pennsylvania and New Jersey, we have four, four, four and five tax years, respectively, that are subject to examination. While it is often difficult to predict the final outcome or the timing of resolution of any particular uncertain tax position, based on our assessment of many factors including past experience and interpretation of tax law, we believe that our provision for income taxes reflect the most probable outcome. This assessment relies on estimates and assumptions and may involve a series of complex judgments about future events.

### 11) Supplemental Disclosure of Cash Flow Information

(in thousands)	Three Months Ended December 31,	
	2013	2012
<u>Cash paid during the period for:</u>		
Income taxes, net	\$ 6,740	\$ 2,541
Interest	\$ 6,208	\$ 6,143
Non-cash financing activities:		
Increase in interest expense - amortization of debt discount on 8.875% Senior Note	\$ 27	\$ 25

### 12) Commitments and Contingencies

The Partnership’s operations are subject to the operating hazards and risks normally incidental to handling, storing and transporting and otherwise providing for use by consumers of hazardous liquids such as home heating oil and propane. As a result, at any given time, the Partnership is generally a defendant in various legal proceedings and litigation arising in the ordinary course of business. The Partnership maintains insurance policies in amounts and with coverages and deductibles we believe are reasonable and prudent. However, the Partnership cannot assure that this insurance will be adequate to protect it from all material expenses related to potential future claims for personal and property damage or that these levels of insurance will be available in the future at economical prices. The Partnership does not carry business interruption insurance. In the opinion of management the Partnership is not a party to any litigation, which individually or in the aggregate could reasonably be expected to have a material adverse effect on the Partnership’s results of operations, financial position or liquidity.



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### 13) Earnings (Loss) Per Limited Partner Unit

Income per limited partner unit is computed in accordance with FASB ASC 260-10-05 Earnings Per Share, Master Limited Partnerships (EITF 03-06), by dividing the limited partners' interest in net income by the weighted average number of limited partner units outstanding. The pro forma nature of the allocation required by this standard provides that in any accounting period where the Partnership's aggregate net income exceeds its aggregate distribution for such period, the Partnership is required to present net income per limited partner unit as if all of the earnings for the periods were distributed, regardless of whether those earnings would actually be distributed during a particular period from an economic or practical perspective. This allocation does not impact the Partnership's overall net income or other financial results. However, for periods in which the Partnership's aggregate net income exceeds its aggregate distributions for such period, it will have the impact of reducing the earnings per limited partner unit, as the calculation according to this standard results in a theoretical increased allocation of undistributed earnings to the general partner. In accounting periods where aggregate net income does not exceed aggregate distributions for such period, this standard does not have any impact on the Partnership's net income per limited partner unit calculation. A separate and independent calculation for each quarter and year-to-date period is performed, in which the Partnership's contractual participation rights are taken into account.

The following presents the net income allocation and per unit data using this method for the periods presented:

Basic and Diluted Earnings Per Limited Partner: (in thousands, except per unit data)	Three Months Ended December 31,	
	2013	2012
Net income	\$19,288	\$ 9,752
Less General Partners' interest in net income	109	53
Net income available to limited partners	19,179	9,699
Less dilutive impact of theoretical distribution of earnings under FASB ASC 260-10-45-60	2,665	762
Limited Partner's interest in net income under FASB ASC 260-10-45-60	<u>\$16,514</u>	<u>\$ 8,937</u>
Per unit data:		
Basic and diluted net income available to limited partners	\$ 0.33	\$ 0.16
Less dilutive impact of theoretical distribution of earnings under FASB ASC 260-10-45-60	0.04	0.01
Limited Partner's interest in net income under FASB ASC 260-10-45-60	<u>\$ 0.29</u>	<u>\$ 0.15</u>
Weighted average number of Limited Partner units outstanding	<u>57,511</u>	<u>60,556</u>

### 14) Subsequent Events

#### *Quarterly Distribution Declared*

In January 2014, we declared a quarterly distribution of \$0.0825 per unit, or \$0.33 per unit on an annualized basis, on all common units with respect to the first quarter of fiscal 2014, payable on February 7, 2014, to holders of record on January 30, 2014. In accordance with our Partnership Agreement, the amount of distributions in excess of the minimum quarterly distribution of \$0.0675, are distributed 90% to the holders of common units and 10% to the holders of the General Partner units (until certain distribution levels are met), subject to the management incentive compensation plan. As a result, \$4.7 million will be paid to the common unit holders, \$0.1 million to the General Partner (including \$0.05 million of incentive distribution as provided in our Partnership Agreement) and \$0.05 million to management pursuant to the management incentive compensation plan which provides for certain members of management to receive incentive distributions that would otherwise be payable to the General Partner.

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*Second Amended and Restated Revolving Credit Facility Agreement*

In January 2014, the Partnership entered into a second amended and restated \$300 million (\$450 million during the heating season of December through April of each year) revolving credit facility agreement.

*Acquisition*

In January 2014, the Partnership entered into a definitive agreement to acquire Griffith Energy Services, Inc. (“Griffith”) of Columbia, Maryland from Central Hudson Enterprises Corporation. Griffith has operations in Virginia, West Virginia, Delaware, District of Columbia, Maryland, and Pennsylvania and serves approximately 50,000 customers.

Under the terms of the agreement, the Partnership will acquire Griffith stock for \$69.9 million plus working capital, which will be determined at closing. The Partnership will purchase Griffith utilizing cash on hand and borrowings on its recently restated and amended credit facility. The acquisition is anticipated to close during the second fiscal quarter of 2014, subject to customary closing conditions and regulatory approval.

**ITEM 2.  
MANAGEMENT'S DISCUSSION AND ANALYSIS OF  
FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

**Statement Regarding Forward-Looking Disclosure**

This Quarterly Report on Form 10-Q includes "forward-looking statements" which represent our expectations or beliefs concerning future events that involve risks and uncertainties, including those associated with the effect of weather conditions on our financial performance, the price and supply of the products that we sell, the consumption patterns of our customers, our ability to obtain satisfactory gross profit margins, our ability to obtain new customers and retain existing customers, our ability to make strategic acquisitions, the impact of litigation, our ability to contract for our current and future supply needs, natural gas conversions, future union relations and the outcome of current and future union negotiations, the impact of current and future governmental regulations, including environmental, health, and safety regulations, the ability to attract and retain employees, customer credit worthiness, counterparty credit worthiness, marketing plans, general economic conditions and new technology. All statements other than statements of historical facts included in this Report including, without limitation, the statements under "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere herein, are forward-looking statements. Without limiting the foregoing, the words "believe," "anticipate," "plan," "expect," "seek," "estimate," and similar expressions are intended to identify forward-looking statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to be correct and actual results may differ materially from those projected as a result of certain risks and uncertainties. These risks and uncertainties include, but are not limited to, those set forth under the heading "Risk Factors" and "Business Strategy" in our Annual Report on Form 10-K (the "Form 10-K") for the fiscal year ended September 30, 2013 and under the heading "Risk Factors" in this Quarterly Report on Form 10-Q. Important factors that could cause actual results to differ materially from our expectations ("Cautionary Statements") are disclosed in the Annual Report on Form 10-K and in this Quarterly Report on Form 10-Q. All subsequent written and oral forward-looking statements attributable to the Partnership or persons acting on its behalf are expressly qualified in their entirety by the Cautionary Statements. All subsequent written and oral forward-looking statements attributable to the Partnership or persons acting on its behalf are expressly qualified in their entirety by the Cautionary Statements. Unless otherwise required by law, we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise after the date of this Report.

**Overview**

The following is a discussion of our historical financial condition and results of our operations and should be read in conjunction with the description of our business and the historical financial and operating data and notes thereto included elsewhere in this Report.

**Seasonality**

The following matters should be considered in analyzing our financial results. Our fiscal year ends on September 30. All references to quarters and years respectively in this document are to the fiscal quarters and years unless otherwise noted. The seasonal nature of our business has resulted, on average during the last five years, in the sale of approximately 30% of our volume of home heating oil and propane in the first fiscal quarter and 50% of our volume in the second fiscal quarter, the peak heating season. We generally realize net income in both of these quarters and net losses during the quarters ending June and September. In addition, sales volume typically fluctuates from year to year in response to variations in weather, wholesale energy prices and other factors.

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### Degree Day

A “degree day” is an industry measurement of temperature designed to evaluate energy demand and consumption. Degree days are based on how far the average daily temperature departs from 65°F. Each degree of temperature above 65°F is counted as one cooling degree day, and each degree of temperature below 65°F is counted as one heating degree day. Degree days are accumulated each day over the course of a year and can be compared to a monthly or a long-term (multi-year) average to see if a month or a year was warmer or cooler than usual. Degree days are officially observed by the National Weather Service.

Every ten years, the National Oceanic and Atmospheric Administration (“NOAA”) computes and publishes average meteorological quantities, including the average temperature for the last 30 years by geographical location, and the corresponding degree days. The latest and most widely used data covers the years from 1981 to 2010. Our calculations of normal weather are based on these published 30 year averages for heating degree days, weighted by volume for the locations where we have existing operations.

### Home Heating Oil Price Volatility

In recent years, the wholesale price of home heating oil has been volatile, resulting in increased consumer price sensitivity to heating costs and increased gross customer losses. As a commodity, the price of home heating oil is generally impacted by many factors, including economic and geopolitical forces. The price of home heating oil is closely linked to the price refiners pay for crude oil, which is the principal cost component of home heating oil. The volatility in the wholesale cost of home heating oil, as measured by the New York Mercantile Exchange (“NYMEX”) price per gallon for the fiscal years ending September 30, 2010, through 2014, on a quarterly basis, is illustrated in the following chart:

Quarter Ended	Fiscal 2014 (1)		Fiscal 2013 (1)		Fiscal 2012		Fiscal 2011		Fiscal 2010	
	Low	High	Low	High	Low	High	Low	High	Low	High
December 31	\$2.84	\$3.12	\$2.90	\$3.26	\$2.72	\$3.17	\$2.19	\$2.54	\$1.78	\$2.12
March 31	—	—	2.86	3.24	2.99	3.32	2.49	3.09	1.89	2.20
June 30	—	—	2.74	3.09	2.53	3.25	2.75	3.32	1.87	2.35
September 30	—	—	2.87	3.21	2.68	3.24	2.77	3.13	1.92	2.24

(1) Beginning April 1, 2013, the NYMEX contract specifications were changed from high sulfur home heating oil to ultra low sulfur diesel.

### Impact on Liquidity of Wholesale Product Cost Volatility

Our liquidity is adversely impacted in times of increasing wholesale product costs, as we must use more cash to fund our hedging requirements and a portion of the increased levels of accounts receivable and inventory. Our liquidity is also adversely impacted at times by sudden and sharp decreases in wholesale product costs due to the increased margin requirements for futures contracts and collateral requirements for options and swaps that we use to manage market risks.

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**Weather Hedge Contract—Fiscal Years 2013, 2014 and 2015**

In July 2012, the Partnership entered into a weather hedge contract for fiscal years 2013, 2014 and 2015, with Swiss Re Financial Products Corporation, under which Star is entitled to receive a payment of \$35,000 per heating degree-day shortfall if the total number of heating degree-days in the period covered is less than 92.5% of the ten year average (the “Payment Threshold”). The hedge covers the period from November 1 through March 31, taken as a whole, for each respective fiscal year and has a maximum payout of \$12.5 million for each fiscal year. The Partnership did not record any benefit under its weather hedge contract during fiscal 2013 and has not recorded any benefit for the three months ended December 31, 2013.

**Per Gallon Gross Profit Margins**

We believe home heating oil and propane margins should be evaluated on a cents per gallon basis, before the effects of increases or decreases in the fair value of derivative instruments (as we believe that realized per gallon margins should not include the impact of non-cash changes in the market value of hedges before the settlement of the underlying transaction).

A significant portion of our home heating oil volume is sold to individual customers under an arrangement pre-establishing a ceiling price or fixed price for home heating oil over a fixed period of time, generally twelve months (“price-protected” customers). When these price-protected customers agree to purchase home heating oil from us for the next heating season, we purchase option contracts, swaps and futures contracts for a substantial majority of the heating oil that we expect to sell to these customers. The amount of home heating oil volume that we hedge per price-protected customer is based upon the estimated fuel consumption per average customer per month. In the event that the actual usage exceeds the amount of the hedged volume on a monthly basis, we may be required to obtain additional volume at unfavorable costs. In addition, should actual usage in any month be less than the hedged volume, our hedging losses could be greater, thus reducing expected margins.

**Derivatives**

FASB ASC 815-10-05 Derivatives and Hedging requires that derivative instruments be recorded at fair value and included in the consolidated balance sheet as assets or liabilities. To the extent derivative instruments designated as cash flow hedges are effective, as defined under this guidance, changes in fair value are recognized in other comprehensive income until the forecasted hedged item is recognized in earnings. We have elected not to designate our derivative instruments as hedging instruments under this guidance, and as a result, the changes in fair value of the derivative instruments are recognized in our statement of operations. Therefore, we experience volatility in earnings as outstanding derivative instruments are marked to market and non-cash gains and losses are recorded prior to the sale of the commodity to the customer. The volatility in any given period related to unrealized non-cash gains or losses on derivative instruments can be significant to our overall results. However, we ultimately expect those gains and losses to be offset by the cost of product when purchased.

**New York State Ultra Low Sulfur Fuel Oil Regulation**

On July 1, 2012, new regulations went into effect in New York State (an important area of operations for us) that require the use of ultra low sulfur home heating oil (which is essentially ultra low sulfur diesel fuel with a dye additive). The NYMEX continued to trade only the high sulfur home heating oil hedge contract through March 31, 2013. Effective April 1, 2013, the NYMEX contract specifications were changed from high sulfur home heating oil to ultra low sulfur diesel, similar to the New York mandate for home heating oil. Due to the change in the specifications of the NYMEX contract, since April 1, 2013, the Partnership has been required to hedge its purchases of high sulfur home heating oil for sales in states other than New York, with the new NYMEX ultra low sulfur diesel contracts.

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Because of differences in the price and availability of ultra low sulfur home heating oil and high sulfur home heating oil, we believe that the change in the NYMEX hedge contracts has increased the complexity, costs and risks inherent in hedging the Partnership's physical inventory and in its sales to price-protected customers, which may impact home heating oil per gallon gross profit margins for these customers.

### **Income Taxes**

#### *Net Operating Loss Carry Forwards*

The Partnership and its corporate subsidiaries file Federal and state income tax returns on a calendar year. As of December 31, 2013, our Federal Net Operating Loss carry forwards ("NOLs") are estimated to be \$8.3 million, subject to annual limitations of between \$1.0 million and \$2.2 million on the amount of such losses that can be used.

#### *Book Versus Tax Deductions*

The amount of cash flow that we generate in any given year depends upon a variety of factors including the amount of cash income taxes that our corporate subsidiaries are required to pay. The amount of depreciation and amortization that we deduct for book (i.e., financial reporting) purposes will differ from the amount that our subsidiaries can deduct for tax purposes. The table below compares the estimated depreciation and amortization for book purposes to the amount that our subsidiaries expect to deduct for tax purposes based on currently owned assets. Our subsidiaries file their tax returns based on a calendar year. The amounts below are based on our September 30 fiscal year and are reflective of fixed assets additions and acquisitions up to December 31, 2013.

#### *Estimated Depreciation and Amortization Expense*

<b>(in thousands) Fiscal Year</b>	<b>Book</b>	<b>Tax</b>
2014	\$18,629	\$30,391
2015	17,145	25,643
2016	15,017	19,388
2017	12,543	11,998
2018	10,403	8,532
2019	9,350	6,806

#### *Non-Deductible Partnership Expenses*

The Partnership incurs certain expenses at the Partnership level that are not deductible for Federal or state income tax purposes by our corporate subsidiaries. As a result, our effective tax rate could differ from the statutory rate that would be applicable if such expenses were deductible.

### **Storm Sandy**

On October 29, 2012, the storm known as "Sandy" made landfall in our service area, resulting in widespread power outages for a number of our customers. In addition, certain third-party terminals where we purchase and store liquid product were closed for a short period of time due to damage sustained from the storm or by the loss of power. During the period subsequent to the storm, our operations and systems functioned without any meaningful disruptions.

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Deliveries of home heating oil and propane were less than expected for certain of our customers who were without power for several weeks subsequent to Sandy. However, since our operations were able to provide uninterrupted service to current and new customers, our sales of diesel fuel increased during the weeks after the storm, as did our service and installation sales, along with the related costs to provide these services.

### **EBITDA and Adjusted EBITDA (non-GAAP financial measures)**

EBITDA (Earnings from continuing operations before net interest expense, income taxes, depreciation and amortization) and Adjusted EBITDA (Earnings from continuing operations before net interest expense, income taxes, depreciation and amortization, (increase) decrease in the fair value of derivatives, gain or loss on debt redemption, goodwill impairment, and other non-cash and non-operating charges) are non-GAAP financial measures that are used as supplemental financial measures by management and external users of our financial statements, such as investors, commercial banks and research analysts, to assess:

- our compliance with certain financial covenants included in our debt agreements;
- our financial performance without regard to financing methods, capital structure, income taxes or historical cost basis;
- our ability to generate cash sufficient to pay interest on our indebtedness and to make distributions to our partners;
- our operating performance and return on invested capital compared to those of other companies in the retail distribution of refined petroleum products, without regard to financing methods and capital structure; and
- the viability of acquisitions and capital expenditure projects and the overall rates of return of alternative investment opportunities.

The method of calculating Adjusted EBITDA may not be consistent with that of other companies and each of EBITDA and Adjusted EBITDA has its limitations as an analytical tool, should not be considered in isolation and should be viewed in conjunction with measurements that are computed in accordance with GAAP. Some of the limitations of EBITDA and Adjusted EBITDA are:

- EBITDA and Adjusted EBITDA do not reflect our cash used for capital expenditures;
- Although depreciation and amortization are non-cash charges, the assets being depreciated or amortized often will have to be replaced and EBITDA and Adjusted EBITDA do not reflect the cash requirements for such replacements;
- EBITDA and Adjusted EBITDA do not reflect changes in, or cash requirements for, our working capital requirements;
- EBITDA and Adjusted EBITDA do not reflect the cash necessary to make payments of interest or principal on our indebtedness; and
- EBITDA and Adjusted EBITDA do not reflect the cash required to pay taxes.

### **Customer Attrition**

We measure net customer attrition on an ongoing basis for our full service residential and commercial home heating oil and propane customers. Net customer attrition is the difference between gross customer losses and customers added through marketing efforts. Customers added through acquisitions are not included in the calculation of gross customer gains. However, additional customers that are obtained through marketing efforts or lost at newly acquired businesses are included in these calculations. Customer attrition percentage calculations include customers added through acquisitions in the denominators of the calculations on a weighted average basis. Gross customer losses are the result of a number of factors, including price competition, move-outs, credit losses and conversion to natural gas. When a customer moves out of an existing home, we count the “move out” as a loss and, if we are successful in signing up the new homeowner, the “move in” is treated as a gain.

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**Gross customer gains and gross customer losses**

	Three Months Ended December 31, 2013			Fiscal Year Ended 2013			Fiscal Year Ended 2012		
	Gross Customer		Net	Gross Customer		Net	Gross Customer		Net
	Gains	Losses	Attrition	Gains	Losses	Attrition	Gains	Losses	Attrition
First Quarter	25,800	22,700	3,100	26,100	24,400	1,700	25,700	26,600	(900)
Second Quarter				13,900	19,300	(5,400)	11,500	19,700	(8,200)
Third Quarter				7,100	13,600	(6,500)	7,000	13,700	(6,700)
Fourth Quarter				14,400	18,000	(3,600)	13,000	18,200	(5,200)
<b>Total</b>	<b>25,800</b>	<b>22,700</b>	<b>3,100</b>	<b>61,500</b>	<b>75,300</b>	<b>(13,800)</b>	<b>57,200</b>	<b>78,200</b>	<b>(21,000)</b>

**Net customer gains (attrition) as a percentage of the home heating oil and propane customer base**

	Three Months Ended December 31, 2013			Fiscal Year Ended 2013			Fiscal Year Ended 2012		
	Gross Customer		Net	Gross Customer		Net	Gross Customer		Net
	Gains	Losses	Attrition	Gains	Losses	Attrition	Gains	Losses	Attrition
First Quarter	6.4%	5.6%	0.8%	6.3%	5.9%	0.4%	6.2%	6.4%	(0.2%)
Second Quarter				3.3%	4.6%	(1.3%)	2.7%	4.7%	(2.0%)
Third Quarter				1.7%	3.3%	(1.6%)	1.5%	3.1%	(1.6%)
Fourth Quarter				3.5%	4.3%	(0.8%)	3.0%	4.1%	(1.1%)
<b>Total</b>	<b>6.4%</b>	<b>5.6%</b>	<b>0.8%</b>	<b>14.8%</b>	<b>18.1%</b>	<b>(3.3%)</b>	<b>13.4%</b>	<b>18.3%</b>	<b>(4.9%)</b>

During the first quarter of fiscal 2014, the Partnership grew its account base by 3,100 accounts or 1,400 accounts greater than the first quarter of fiscal 2013. The change was primarily due to lower gross customer losses of 1,700 slightly reduced by fewer gross customer gains of 300.

During the first quarter of fiscal 2014, we lost 0.7% of our home heating oil accounts to natural gas versus 0.7% for the first quarter of fiscal 2013 and 0.6% for the first quarter of fiscal 2012. Conversions to natural gas are increasing and we believe they may continue to do so as natural gas has become significantly less expensive than home heating oil on an equivalent BTU basis. In addition, the states of New York, Connecticut and Pennsylvania are seeking to encourage homeowners to expand the use of natural gas as a heating fuel through legislation and regulatory efforts.

**Consolidated Results of Operations**

The following is a discussion of the consolidated results of operations of the Partnership and its subsidiaries, and should be read in conjunction with the historical Financial and Operating Data and Notes thereto included elsewhere in this Quarterly Report.



**Three Months Ended December 31, 2013  
Compared to the Three Months Ended December 31, 2012**

**Volume**

For the three months ended December 31, 2013, retail volume of home heating oil and propane increased by 6.6 million gallons, or 6.8%, to 103.7 million gallons, compared to 97.1 million gallons for the three months ended December 31, 2012. For those locations where the Partnership had existing operations during both periods, which we sometimes refer to as the “base business” (i.e., excluding acquisitions), temperatures (measured on a heating degree day basis) for the three months ended December 31, 2013 were 5.5% colder than the three months ended December 31, 2012 but 1.9% warmer than normal, as reported by the National Oceanic and Atmospheric Administration (“NOAA”). For the twelve months ended December 31, 2013, net customer attrition for the base business was 3.0%. Deliveries of home heating oil and propane were greater in the three months ended December 31, 2013 than the three months ended December 31, 2012 due to the impact of Sandy on deliveries for the three months ended December 31, 2012. Certain of our customers were without power for several weeks subsequent to Sandy, which reduced their consumption during that period. The home heating oil and propane volume impact due to Sandy is included in the chart below under the heading “Other.” Due to various reasons including the significant increase in the price per gallon of home heating oil and propane over the last several years, we believe that our customers are adopting conservation measures to use less of such products. The impact of any such conservation, along with any period-to-period differences in delivery scheduling, the timing of accounts added or lost during the fiscal years, equipment efficiency and other volume variances not otherwise described, are also included in the chart under the heading “Other.” An analysis of the change in the retail volume of home heating oil and propane, which is based on management’s estimates, sampling and other mathematical calculations and certain assumptions, is found below:

(in millions of gallons)	Heating Oil and Propane
Volume - Three months ended December 31, 2012	97.1
Acquisitions	0.5
Impact of colder temperatures	5.0
Net customer attrition	(3.6)
Other	4.7
Change	6.6
<b>Volume - Three months ended December 31, 2013</b>	<b>103.7</b>

The following chart sets forth the percentage by volume of total home heating oil sold to residential variable-price customers, residential price-protected customers and commercial/industrial customers for the three months ended December 31, 2013, compared to the three months ended December 31, 2012:

Customers	Three Months Ended	
	December 31, 2013	December 31, 2012
Residential Variable	40.4%	42.2%
Residential Price-Protected	45.5%	43.5%
Commercial/Industrial	14.1%	14.3%
Total	100.0%	100.0%

Volume of other petroleum products decreased by 1.8 million gallons, or 10.4%, to 15.0 million gallons for the three months ended December 31, 2013, compared to 16.8 million gallons for the three months ended December 31, 2012. Volume sold for motor fuels were favorably impacted during the three months ended December 31, 2012 due to an increase in demand for motor fuels as a result of Sandy.

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**Product Sales**

For the three months ended December 31, 2013, product sales increased \$8.9 million, or 2.0%, to \$463.4 million, compared to \$454.5 million for the three months ended December 31, 2012, as an increase in total volume of 4.3% was somewhat reduced by lower product selling prices.

**Installation and Service Sales**

For the three months ended December 31, 2013, installation and service sales decreased \$4.9 million, or 7.8%, to \$57.2 million, compared to \$62.1 million for the three months ended December 31, 2012, as the additional revenue from acquisitions of \$0.3 million was more than offset by a decrease in the base business of \$5.2 million. During the three months ended December 31, 2012, the impact of Sandy favorably impacted service and installation revenues.

**Cost of Product**

For the three months ended December 31, 2013, cost of product increased \$2.0 million, or 0.6%, to \$358.6 million, compared to \$356.6 million for the three months ended December 31, 2012, as an increase in total volume of 4.3% and was slightly reduced by the impact of lower per gallon wholesale product costs.

**Gross Profit—Product**

The table below calculates the Partnership's per gallon margins and reconciles product gross profit for home heating oil and propane and other petroleum products. We believe the change in home heating oil and propane margins should be evaluated before the effects of increases or decreases in the fair value of derivative instruments, as we believe that realized per gallon margins should not include the impact of non-cash changes in the market value of hedges before the settlement of the underlying transaction. On that basis, home heating oil and propane margins for the three months ended December 31, 2013 increased by \$0.0212 per gallon, or 2.2%, to \$0.9729 per gallon, from \$0.9517 per gallon during the three months ended December 31, 2012. Product sales and cost of product include home heating oil, propane, other petroleum products and liquidated damages billings.

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	Three Months Ended			
	December 31, 2013		December 31, 2012	
	Amount (in millions)	Per Gallon	Amount (in millions)	Per Gallon
<b>Home Heating Oil and Propane</b>				
Volume	103.7		97.1	
Sales	\$ 413.7	\$3.9878	\$ 394.6	\$4.0633
Cost	\$ 312.7	\$3.0149	\$ 302.2	\$3.1116
Gross Profit	\$ 100.9	\$0.9729	\$ 92.4	\$0.9517
<b>Other Petroleum Products</b>				
Volume	15.0		16.8	
Sales	\$ 49.7	\$3.3103	\$ 59.9	\$3.5698
Cost	\$ 45.8	\$3.0517	\$ 54.4	\$3.2459
Gross Profit	\$ 3.9	\$0.2586	\$ 5.4	\$0.3239
<b>Total Product</b>				
Sales		Amount (in millions)	Amount (in millions)	
Cost		\$ 463.4	\$ 454.5	
Gross Profit		\$ 358.6	\$ 356.6	
		\$ 104.8	\$ 97.9	

For the three months ended December 31, 2013, total product gross profit increased by \$6.9 million to \$104.8 million, compared to \$97.9 million for the three months ended December 31, 2012, as the increase in home heating oil and propane volume (\$6.3 million), and the impact of higher home heating oil and propane margins (\$2.2 million) was somewhat offset by lower other petroleum product gross profit (\$1.5 million). During the three months ended December 31, 2012, both volume of other petroleum products and per gallon margins were favorably impacted by an increase in demand as a result of Sandy.

**Cost of Installations and Service**

For the three months ended December 31, 2013, cost of installation and service decreased by \$3.8 million, or 6.6%, to \$53.4 million, compared to \$57.2 million for the three months ended December 31, 2012, as a \$0.3 million increase related to acquisitions was more than offset by a \$4.1 million reduction in our base business. During the three months ended December 31, 2012, service and installations costs rose in response to the additional sales from Sandy.

Installation costs for the three months ended December 31, 2013, decreased by \$3.5 million, or 15.2%, to \$19.2 million, compared to \$22.7 million in installation costs for the three months ended December 31, 2012. Installation costs as a percentage of installation sales for the three months ended December 31, 2013 and the three months ended December 31, 2012 were 83.0% and 83.1%, respectively. Service expenses decreased to \$34.2 million for the three months ended December 31, 2013, or 100.5%, of service sales, versus \$34.5 million, or 99.3% of service sales, for the three months ended December 31, 2012. We achieved a combined profit from service and installation of \$3.8 million for the three months ended December 31, 2013, compared to a combined profit of \$4.8 million for the three months ended December 31, 2012. This decline of \$1.0 million was largely due to the favorable impact of Sandy during the three months ended December 31, 2012 as the demand for new equipment and repairs to existing systems increased as the result of the storm. Management views the service and installation department on a combined basis because many overhead functions and direct expenses such as service technician time cannot be separated or precisely allocated to either service or installation billings.

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**(Increase) Decrease in the Fair Value of Derivative Instruments**

During the three months ended December 31, 2013, the change in the fair value of derivative instruments resulted in a \$5.5 million credit due to the expiration of certain hedged positions (a \$1.8 million credit) and a increase in market value for unexpired hedges (a \$3.7 million credit).

During the three months ended December 31, 2012, the change in the fair value of derivative instruments resulted in a \$8.0 million charge due to the expiration of certain hedged positions (a \$0.3 million charge) and a decrease in the market value for unexpired hedges (a \$7.7 million charge).

**Delivery and Branch Expenses**

For the three months ended December 31, 2013, delivery and branch expense was \$68.4 million, unchanged from the three months ended December 31, 2012. On a cents per gallon basis, delivery and branch expenses for the three months ended December 31, 2013, decreased \$0.0248 per gallon, or 3.9%, to \$0.5949 per gallon compared to \$0.6197 per gallon for the three months ended December 31, 2012, due to certain costs being spread over higher volume.

**Depreciation and Amortization**

For the three months ended December 31, 2013, depreciation and amortization was unchanged at \$4.4 million.

**General and Administrative Expenses**

For the three months ended December 31, 2013, general and administrative expenses increased \$0.9 million, or 20.4 %, to \$5.4 million, from \$4.5 million for the three months ended December 31, 2012, due primarily to higher legal and professional expenses of \$0.5 million and an increase in profit sharing expense of \$0.2 million.

The Partnership accrues approximately 6% of Adjusted EBITDA as defined in the profit sharing plan for distribution to its employees, and this amount is payable when the Partnership achieves Adjusted EBITDA of at least 70% of the amount budgeted. The dollar amount of the profit sharing pool is subject to increases and decreases in line with increases and decreases in Adjusted EBITDA

**Finance Charge Income**

For the three months ended December 31, 2013, finance charge income decreased \$0.1 million to \$1.0 million, compared to \$1.1 million for the three months ended December 31, 2012, due to lower past due accounts receivable balances.

**Interest Expense, net**

For the three months ended December 31, 2013, net interest expense increased by \$0.2 million, or 6.0% to \$3.6 million compared to \$3.4 million for the three months ended December 31, 2012 largely due to an increase in average borrowings of \$23.2 million under the Partnership's revolving credit facility.

**Amortization of Debt Issuance Costs**

For the three months ended December 31, 2013, amortization of debt issuance costs decreased by \$0.1 million to \$0.4 million, compared to \$0.5 million in the three months ended December 31, 2012.

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**Income Tax Expense**

For the three months ended December 31, 2013, income tax expense increased by \$8.6 million to \$13.5 million from \$4.9 million for the three months ended December 31, 2012, primarily due to an increase in pretax income of \$18.2 million. The Partnership's effective tax rate was 41.3% for the three months ended December 31, 2013, compared to a rate of 33.5% for the three months ended December 31, 2012. The increase in the 2013 income tax rate compared to the 2012 rate was primarily due to the recording in the three months ended December 31, 2012, of a \$1.0 million deferred tax benefit related to an increase in prospective tax deductions.

**Net Income**

For the three months ended December 31, 2013, net income increased \$9.5 million to \$19.3 million, from \$9.8 million for the three months ended December 31, 2012, as the increase in pretax income of \$18.2 million was greater than the increase in income tax expense of \$8.6 million.

**Adjusted EBITDA**

For the three months ended December 31, 2013, Adjusted EBITDA increased by \$4.9 million, or 15.8%, to \$35.8 million as the impact of an increase in home heating oil and propane volume and higher home heating oil and propane per gallon margins more than offset the decline in net service profitability and lower gross profit from other petroleum products. During the three months ended December 31, 2012, the Partnership's home heating oil and propane volume was negatively impacted by Sandy, while net service and installation gross profit and gross profit from sales of other petroleum products was positively impacted.

EBITDA and Adjusted EBITDA should not be considered as an alternative to net income (as an indicator of operating performance) or as an alternative to cash flow (as a measure of liquidity or ability to service debt obligations), but provides additional information for evaluating our ability to make the Minimum Quarterly Distribution.

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EBITDA and Adjusted EBITDA are calculated as follows:

<u>(in thousands)</u>	<u>Three Months Ended December 31,</u>	
	<u>2013</u>	<u>2012</u>
Net income	\$ 19,288	\$ 9,752
Plus:		
Income tax expense	13,555	4,917
Amortization of debt issuance cost	421	492
Interest expense, net	3,623	3,417
Depreciation and amortization	4,359	4,358
EBITDA (i) (a)	41,246	22,936
(Increase) / decrease in the fair value of derivative instruments	(5,458)	7,965
Adjusted EBITDA (i) (a)	35,788	30,901
<b>Add / (subtract)</b>		
Income tax expense	(13,555)	(4,917)
Interest expense, net	(3,623)	(3,417)
Provision for losses on accounts receivable	796	1,763
Increase in accounts receivables	(107,604)	(106,395)
Increase in inventories	(16,140)	(35,683)
Decrease in customer credit balances	(20,119)	(22,603)
Change in deferred taxes	3,332	864
Change in other operating assets and liabilities	27,986	18,905
Net cash used in operating activities	<u>\$ (93,139)</u>	<u>\$(120,582)</u>
Net cash used in investing activities	<u>\$ (2,921)</u>	<u>\$ (832)</u>
Net cash provided by financing activities	<u>\$ 94,237</u>	<u>\$ 27,639</u>

- (i) Fiscal year 2013 operating income, EBITDA and Adjusted EBITDA have been revised to reflect the reclassification of finance charge income from interest expense, net.
- (a) EBITDA (Earnings from continuing operations before net interest expense, income taxes, depreciation and amortization) and Adjusted EBITDA (Earnings from continuing operations before net interest expense, income taxes, depreciation and amortization, (increase) decrease in the fair value of derivatives, gain or loss on debt redemption, goodwill impairment, and other non-cash and non-operating charges) are non-GAAP financial measures that are used as supplemental financial measures by management and external users of our financial statements, such as investors, commercial banks and research analysts, to assess:
- our compliance with certain financial covenants included in our debt agreements;
  - our financial performance without regard to financing methods, capital structure, income taxes or historical cost basis;
  - our ability to generate cash sufficient to pay interest on our indebtedness and to make distributions to our partners;
  - our operating performance and return on invested capital compared to those of other companies in the retail distribution of refined petroleum products business, without regard to financing methods and capital structure; and
  - the viability of acquisitions and capital expenditure projects and the overall rates of return of alternative investment opportunities.

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The method of calculating Adjusted EBITDA may not be consistent with that of other companies and each of EBITDA and Adjusted EBITDA has its limitations as an analytical tool, should not be considered in isolation and should be viewed in conjunction with measurements that are computed in accordance with GAAP. Some of the limitations of EBITDA and Adjusted EBITDA are:

- EBITDA and Adjusted EBITDA do not reflect our cash used for capital expenditures.
- Although depreciation and amortization are non-cash charges, the assets being depreciated or amortized often will have to be replaced and EBITDA and Adjusted EBITDA do not reflect the cash requirements for such replacements;
- EBITDA and Adjusted EBITDA do not reflect changes in, or cash requirements for, our working capital requirements;
- EBITDA and Adjusted EBITDA do not reflect the cash necessary to make payments of interest or principal on our indebtedness; and
- EBITDA and Adjusted EBITDA do not reflect the cash required to pay taxes.

## **DISCUSSION OF CASH FLOWS**

We use the indirect method to prepare our Consolidated Statements of Cash Flows. Under this method, we reconcile net income to cash flows provided by operating activities by adjusting net income for those items that impact net income but do not result in actual cash receipts or payment during the period.

### **Operating Activities**

Due to the seasonal nature of our business, cash is generally used in operations during the winter (our first and second fiscal quarters) as we require additional working capital to support the high volume of sales during this period, and cash is generally provided by operating activities during the spring and summer (our third and fourth quarters) when customer payments exceed the cost of deliveries.

For the three months ended December 31, 2013, cash used in operating activities was \$93.1 million or \$27.4 million less than cash used in operating activities for the three months ended December 31, 2012, of \$120.6 million. To take advantage of market conditions at September 30, 2013, the Partnership increased inventory quantities before the first fiscal quarter to a much greater extent than at September 30, 2012. As a result, cash used to finance inventory purchases was \$19.5 million less during the three months ended December 31, 2013 than the three months ended December 31, 2012. The timing of payments for purchases of home heating oil inventory largely contributed to an increase in accounts payable and favorably impacted cash flow from operating activities by \$12.4 million more for the three months ended December 31, 2013 than the prior year's comparable quarter. While the Partnership has significantly increased trade credit over the last several years, this increase represents a timing difference and not a permanent increase in cash. The timing of certain payments (\$5.1 million), including insurance and amounts due under the Partnership's profit sharing plan reduced cash provided by operating activities during the three months ended December 31, 2013, compared to the three months ended December 31, 2012.

### **Investing Activities**

Capital expenditures for the three months ended December 31, 2013, totaled \$3.0 million, as we invested in computer hardware and software (\$0.6 million), refurbished certain physical plants (\$0.6 million), expanded our propane operations (\$0.9 million) and made additions to our fleet and other equipment (\$0.9 million).

Capital expenditures for the three months ended December 31, 2012, totaled \$0.8 million, as we invested in computer hardware and software (\$0.1 million), refurbished certain physical plants (\$0.1 million), expanded our propane operations (\$0.5 million) and made additions to our fleet and other equipment (\$0.1 million).

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**Financing Activities**

During the three months ended December 31, 2013, we borrowed \$100.3 million under our revolving credit facility, paid distributions of \$4.7 million to our common unitholders, \$0.07 million to our General Partner (including \$0.05 million of incentive distributions as provided for in our Partnership Agreement), and repurchased 0.25 million units for \$1.3 million.

During the three months ended December 31, 2012, we borrowed \$36.7 million under our revolving credit facility, paid distributions of \$4.7 million to our common unit holders, \$0.06 million to our General Partner (including \$0.03 million of incentive distributions as provided for in our Partnership Agreement), and repurchased 1.0 million units for \$4.2 million.

**FINANCING AND SOURCES OF LIQUIDITY**

**Liquidity and Capital Resources**

Our primary uses of liquidity are to provide funds for our working capital, capital expenditures, distributions on our units, acquisitions and unit repurchases. Our ability to provide funds for such uses depends on our future performance, which will be subject to prevailing economic, financial, business and weather conditions, the ability to pass on the full impact of high product costs to customers, the effects of high net customer attrition, conservation and other factors. Capital requirements, at least in the near term, are expected to be provided by cash flows from operating activities, cash on hand as of December 31, 2013, (\$83.2 million) or a combination thereof. To the extent future capital requirements exceed cash on hand plus cash flows from operating activities, we anticipate that working capital will be financed by our revolving credit facility, as discussed below, and repaid from subsequent seasonal reductions in inventory and accounts receivable. If we require additional capital and the credit markets are receptive, we may seek to offer and sell debt or equity securities under our \$250 million shelf registration statement.

In January 2014, we entered into a second amended and restated asset-based revolving credit facility, which expires in June 2017 or January 2019 if certain conditions have been met, and which provides us with the ability to borrow up to \$300 million (\$450 million during the heating season from December through April of each year) for working capital purposes (subject to certain borrowing base limitations and coverage ratios), including the issuance of up to \$100 million in letters of credit. We can increase the facility size by \$100 million without the consent of the bank group. However, the bank group is not obligated to fund the \$100 million increase. If the bank group elects not to fund the increase, we can add additional lenders to the group with the consent of the Agent which shall not be unreasonably withheld. Obligations under the revolving credit facility are guaranteed by us and our subsidiaries and secured by liens on substantially all of our assets, including accounts receivable, inventory, general intangibles, real property, fixtures and equipment. As of December 31, 2013, there were \$100.3 million borrowings under our revolving credit facility and \$46.5 million in letters of credit were outstanding, primarily for current and future insurance reserves.

Under the terms of the revolving credit facility, we must maintain at all times either Availability (borrowing base less amounts borrowed and letters of credit issued) of 12.5% of the facility size or a fixed charge coverage ratio of not less than 1.1, which is calculated based upon Adjusted EBITDA for the trailing twelve month period. As of December 31, 2013, Availability, as defined in the revolving credit facility agreement, was \$148.0 million and the fixed charge coverage ratio for the twelve months ended December 31, 2013, was in excess of 1.1.



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Maintenance capital expenditures for the remainder of fiscal 2014 are estimated to be approximately \$4.0 to \$5.0 million, excluding the capital requirements for leased fleet. In addition, we plan to invest an estimated \$1.0 million in our propane operations. Distributions during the remainder of fiscal 2014 at the current quarterly level of \$0.0825 per unit (subject to the Board's quarterly determination of the amount of Available Cash), will aggregate approximately \$14.2 million to common unit holders, \$0.210 million to our General Partner (including \$0.144 million of incentive distribution as provided in our Partnership Agreement) and \$0.144 million to management pursuant to the management incentive compensation plan which provides for certain members of management to receive incentive distributions that would otherwise be payable to the General Partner. For the balance of fiscal 2014, the Partnership's scheduled interest payments on its Senior Notes, which are due in November 2017, amount to \$5.5 million. Based upon certain actuarial assumptions, we estimate that the Partnership will make cash contributions to its frozen defined benefit pension obligations totaling approximately \$1.2 million for the remainder of fiscal 2014.

In January 2014, the Partnership entered into a definitive agreement to acquire Griffith Energy Services, Inc. ("Griffith") of Columbia, Maryland. Griffith has operations in Virginia, West Virginia, Delaware, District of Columbia, Maryland, and Pennsylvania and serves approximately 50,000 customers. Under the terms of the agreement, the Partnership will acquire the equity of Griffith for \$69.9 million plus working capital, which will be determined at closing. The Partnership will purchase Griffith utilizing cash on hand and its recently restated and amended credit facility. The acquisition is anticipated to close during the second fiscal quarter of 2014, subject to customary closing conditions and regulatory approval.

### **Contractual Obligations and Off-Balance Sheet Arrangements**

There has been no material change to Contractual Obligations and Off-Balance Sheet Arrangements since our September 30, 2013, Form 10-K disclosure and therefore, the table has not been included in this Form 10-Q.

### **Recent Accounting Pronouncements**

The following new accounting standard was adopted by the Partnership in the quarter ended December 31, 2013, and had no impact on our results of operations or the amount of assets and liabilities reported:

- ASU No. 2011-11, Disclosures about Offsetting Assets and Liabilities.

**Item 3.**  
**Quantitative and Qualitative Disclosures About Market Risk**

We are exposed to interest rate risk primarily through our bank credit facilities. We utilize these borrowings to meet our working capital needs.

At December 31, 2013, we had outstanding borrowings totaling \$224.8 million, of which approximately \$100.3 million is subject to variable interest rates under our revolving credit facility. In the event that interest rates associated with this facility were to increase 100 basis points, the after tax impact on future cash flows would be a decrease of \$0.6 million.

We also use derivative financial instruments to manage our exposure to market risk related to changes in the current and future market price of home heating oil. The value of market sensitive derivative instruments is subject to change as a result of movements in market prices. Sensitivity analysis is a technique used to evaluate the impact of hypothetical market value changes. Based on a hypothetical ten percent increase in the cost of product at December 31, 2013, the fair market value of these outstanding derivatives would increase by \$13.2 million to a value of \$15.4 million; and conversely a hypothetical ten percent decrease in the cost of product would decrease the fair market value of these outstanding derivatives by \$12.9 million to a negative value of \$(10.7) million.

**Item 4.**  
**Controls and Procedures**

a) Evaluation of disclosure controls and procedures.

The General Partner's principal executive officer and its principal financial officer evaluated the effectiveness of the Partnership's disclosure controls and procedures (as that term is defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended) as of December 31, 2013. Based on that evaluation, such principal executive officer and principal financial officer concluded that the Partnership's disclosure controls and procedures were effective as of December 31, 2013 at the reasonable level of assurance. For purposes of Rule 13a-15(e), the term disclosure controls and procedures means controls and other procedures of an issuer that are designed to ensure that information required to be disclosed by the issuer in the reports that it files or submits under the Act (15 U.S.C. 78a et seq.) is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Act is accumulated and communicated to the issuer's management, including its principal executive and principal financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

b) Change in Internal Control over Financial Reporting.

No change in the Partnership's internal control over financial reporting occurred during the Partnership's most recent fiscal quarter that has materially affected or is reasonably likely to materially affect the Partnership's internal control over financial reporting.

c) The General Partner and the Partnership believe that a controls system, no matter how well designed and operated, cannot provide absolute assurance that the objectives of the controls system are met, and no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within a Partnership have been detected. Therefore, a control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Our disclosure controls and procedures are designed to provide such reasonable assurances of achieving our desired control objectives, and the principal executive officer and principal financial officer of our general partner have concluded, as of December 31, 2013, that our disclosure controls and procedures were effective in achieving that level of reasonable assurance.

## PART II OTHER INFORMATION

### Item 1.

#### Legal Proceedings

In the opinion of management, we are not a party to any litigation, which individually or in the aggregate could reasonably be expected to have a material adverse effect on our results of operations, financial position or liquidity.

### Item 1A.

#### Risk Factors

In addition to the other information set forth in this Report, investors should carefully review and consider the information regarding certain factors which could materially affect our business, results of operations, financial condition and cash flows set forth below and in Part I Item 1A. "Risk Factors" in our Fiscal 2013 Form 10-K. We may disclose changes to such factors or disclose additional factors from time to time in our future filings with the SEC.

### Item 2.

#### Unregistered Sales of Equity Securities and Use of Proceeds

See Note 3. to the Consolidated Financial Statements for information concerning the Partnership's repurchase of common units in the three months ended December 31, 2013.

### Item 6.

#### Exhibits

(a) *Exhibits Included Within:*

10.24	Second Amended and Restated Revolving Credit Facility Agreement dated January 14, 2014.
10.25	Second Amended and Restated Pledge and Security Agreement dated January 14, 2014.
10.26	Stock Purchase Agreement between Central Hudson Enterprises Corporation and Petro Holdings, Inc. dated as of January 27, 2014.
31.1	Certification of Chief Executive Officer, Star Gas Partners, L.P., pursuant to Rule 13a-14(a)/15d-14(a).
31.2	Certification of Chief Financial Officer, Star Gas Partners, L.P., pursuant to Rule 13a-14(a)/15d-14(a).
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from the Star Gas Partners, L.P. Quarterly Report on Form 10-Q for the quarter ended December 31, 2013 formatted in Extensible Business Reporting Language (XBRL): (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations, (iii) the Condensed Consolidated Statements of Comprehensive Income, (iv) the Condensed Consolidated Statements of Partners' Capital, (v) the Condensed Consolidated Statements of Cash Flows and (vi) related notes.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on its behalf of the undersigned thereunto duly authorized:

Star Gas Partners, L.P.  
(Registrant)

By: Kestrel Heat LLC AS GENERAL PARTNER

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ RICHARD F. AMBURY</u> <b>Richard F. Ambury</b>	Executive Vice President, Chief Financial Officer, Treasurer and Secretary Kestrel Heat LLC (Principal Financial Officer)	February 5, 2014

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ RICHARD G. OAKLEY</u> <b>Richard G. Oakley</b>	Vice President - Controller Kestrel Heat LLC (Principal Accounting Officer)	February 5, 2014

# J.P.Morgan

\$450,000,000

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

dated as of January 14, 2014

among

PETROLEUM HEAT AND POWER CO., INC.,  
as Borrower

THE OTHER LOAN PARTIES PARTY HERETO,

The Lenders from Time to Time Party Hereto,

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent and an LC Issuer

BANK OF AMERICA, N.A.,  
as Co-Syndication Agent and an LC Issuer

and

RBS CITIZENS, N.A.,  
as Co-Syndication Agent

and

KEY BANK NATIONAL ASSOCIATION, REGIONS BANK, WELLS FARGO  
CAPITAL FINANCE, LLC and BMO HARRIS BANK, N.A.,  
as Co-Documentation Agents

and

J.P. MORGAN SECURITIES LLC,  
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

and

RBS CITIZENS, N.A.,  
as Joint Lead Arrangers and Joint Book Runners

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## AMENDED AND RESTATED CREDIT AGREEMENT

This Second Amended and Restated Credit Agreement, dated as of January 14, 2014, is among Petroleum Heat and Power Co., Inc., a Minnesota corporation (“Petro” or the “Borrower”), the other Loan Parties, the Lenders from time to time party hereto, JPMorgan Chase Bank, N.A., a national banking association, as an LC Issuer and as the Agent, Bank of America, N.A., as co-syndication agent and as an LC Issuer (“Bank of America”), RBS Citizens, N.A., as co-syndication agent (together with Bank of America, the “Co-Syndication Agents”) and Key Bank National Association, Regions Bank, Wells Fargo Capital Finance, LLC and BMO Harris Bank, N.A., as co-documentation agents (each, a “Co-Documentation Agent” and collectively, the “Co-Documentation Agents”).

### RECITALS

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 3, 2011 (as amended prior to the date hereof, the “Existing Credit Agreement”), among Petro, the lenders party thereto (the “Existing Lenders”), the other Loan Parties, JPMorgan Chase Bank, N.A., a national banking association, as an issuer of certain letters of credit and as the administrative agent, Bank of America, N.A., as syndication agent and an issuer of certain letters of credit, RBS Citizens, N.A., as documentation agent, and Key Bank National Association, PNC Bank, National Association, Regions Bank, TD Bank, N.A. and Wells Fargo Capital Finance, LLC as senior managing agents, the Existing Lenders made available to the Borrower loans and other extensions of credit in an aggregate amount not to exceed \$300,000,000 (as increased to \$350,000,000 pursuant to the First Amendment to the Existing Credit Agreement, dated as of November 22, 2011);

WHEREAS, the Borrower has requested that the Existing Credit Agreement be amended and restated in order to provide for extensions of credit in an aggregate amount not to exceed \$450,000,000 (subject to the Borrower’s right pursuant to Section 2.16 hereof to request an increase in the Aggregate Commitment by up to \$100,000,000 (not to exceed a total of up to \$550,000,000)), which extensions of credit will be used by the Borrower for the purposes set forth in Section 6.2;

WHEREAS, the Obligations of the Borrower under the Loan Documents to the Agent and the Lenders will continue to be guaranteed by the Guarantors as set forth in the Guaranty; and

WHEREAS, the Borrower and the other Loan Parties will continue to secure all of their Obligations under the Loan Documents pursuant to the security interests in and liens upon the Collateral as set forth in the Collateral Documents;

NOW THEREFORE, in consideration of these premises and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree that the Existing Credit Agreement is hereby amended and restated as of the Effective Date to read in its entirety as follows:

---

**ARTICLE I**

**DEFINITIONS**

1.1. **Defined Terms.** As used in this Agreement, the following terms have the meanings specified below:

“**2010 Parent Indenture**” means the Indenture, among the Parent, Star Gas Finance Company and Union Bank, N.A., as trustee, dated as of November 16, 2010, as amended, supplemented or otherwise modified from time to time.

“**2010 Parent Notes**” means the 8.875% Senior Notes due 2017 issued pursuant to the 2010 Parent Indenture.

“**Account**” shall have the meaning given to such term in the Security Agreement.

“**Account Debtor**” means any Person obligated on an Account.

“**Acquisition**” means any transaction, or any series of related transactions, consummated after the Effective Date, by which any Loan Party (a) acquires any going business or all or substantially all of the assets of any Person, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the Capital Stock of a Person which has ordinary voting power for the election of directors or other similar management personnel of a Person (other than Capital Stock having such power only by reason of the happening of a contingency) or a majority of the outstanding Capital Stock of a Person.

“**Advance**” means a borrowing hereunder, (a) made by some or all of the Lenders on the same Borrowing Date, or (b) converted or continued by the Lenders on the same date of conversion or continuation, and consisting, in either case, of the aggregate amount of the several Loans of the same Type and, in the case of Eurodollar Loans, for the same Interest Period. The term Advance shall include Non-Ratable Loans, Swingline Loans, Overadvances and Protective Advances unless otherwise expressly provided.

“**Affected Lender**” is defined in Section 3.7.

“**Affiliate**” of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 10% or more of any class of the voting Capital Stock of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of Capital Stock, by contract or otherwise.

“**Agent**” means Chase in its capacity as contractual representative of the Lenders pursuant to Article X, and not in its individual capacity as a Lender, and any successor Agent appointed pursuant to Article X.

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“Aggregate Commitment” means the aggregate of the Commitments of all of the Lenders, as reduced from time to time pursuant to the terms hereof, which Aggregate Commitment shall be in the amount of \$450,000,000; provided that, for all purposes of this Agreement (other than the definition of Available Commitment) (i) the Aggregate Commitment shall be deemed to be the Non-Seasonal Availability Amount for each day other than any day during a Seasonal Availability Period and (ii) during a Seasonal Availability Period the Aggregate Commitment shall be equal to \$300,000,000 plus the aggregate amount of increases in the Aggregate Commitment requested by the Borrower during such Seasonal Availability Period subject to the limitations on such requests described in the proviso of the definition of “Seasonal Availability Notice” (it being understood that the Aggregate Commitment shall not exceed \$450,000,000 (or if the Aggregate Commitment is increased pursuant to Section 2.16 hereof, \$550,000,000) at any time).

“Aggregate Credit Exposure” means, at any time, the aggregate of the Credit Exposure of all the Lenders.

“Agreement” means this Amended and Restated Credit Agreement, as it may be amended or modified and in effect from time to time.

“Alternate Base Rate” or “ABR” means, for any day, a rate of interest per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) the Eurodollar Rate (excluding the Applicable Margin) for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the avoidance of doubt, the Eurodollar Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 Page (or on any successor or substitute page) at approximately 11:00 a.m. London time on such day (without any rounding). Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate, respectively.

“Applicable Fee Rate” means 0.30% per annum; provided that the Applicable Fee Rate on the amount by which the Aggregate Commitment exceeds the Non-Seasonal Availability Amount shall be, solely with respect to each day other than any day during a Seasonal Availability Period, 0.20% per annum.

“Applicable Margin” means, (i) with respect to Floating Rate Advances, 0.75% per annum and (ii) with respect to Eurodollar Advances, 1.75% per annum; provided that from and after the date of delivery by the Borrower of the financial statements described in Section 6.1(b) for the Fiscal Quarter ending as of March 31, 2014 and thereafter, the Applicable Margin will be determined as of the end of each Fiscal Quarter of the Borrower based upon the Applicable Margin Availability for such Fiscal Quarter as set forth in the pricing grid below:

Applicable Margin Availability	Eurodollar Advances	Floating Rate Advances
□ \$150,000,000	1.75%	0.75%
> \$75,000,000 but < 150,000,000	2.00%	1.00%
≤ \$75,000,000	2.25%	1.25%

Changes in the Applicable Margin resulting from changes in Applicable Margin Availability shall become effective on the first day of the next succeeding quarter and shall remain in effect until the next change to be effected pursuant to this paragraph. In the event that the Borrower shall fail to deliver the Borrowing Base Certificate with respect to any fiscal quarter, the Applicable Margin shall, from the date such Borrowing Base Certificate was required to be delivered until the date on which it is delivered, be determined by reference to the lowest Applicable Margin Availability in the foregoing grid.

“Applicable Margin Availability” means, at any date, (a) the sum of the Availability (which shall be deemed to include Suppressed Availability for the purpose of calculating Availability pursuant to this definition) on the last day of each of the twelve preceding Fiscal Months (or if fewer than twelve Fiscal Months have elapsed since the Effective Date, the number of Fiscal Months that have actually elapsed since the Effective Date) ending on such date divided by (b) twelve (or such lesser number of Fiscal Months that have actually elapsed since the Effective Date).

“Applicable Mortgages” means any Mortgage with respect to which mortgage recording taxes, documentary stamp taxes, intangible taxes and other similar taxes are payable in connection with each Credit Extension (assuming that no Credit Extensions were then outstanding).

“Applicable Mortgage Minimum Amount” means, at any time, the sum of the limits on the maximum amount of the Obligations secured under all Applicable Mortgages at such time.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” means (i) J.P. Morgan Securities LLC and its successors, (ii) Merrill Lynch, Pierce, Fenner & Smith Incorporated and its successors and (iii) RBS Citizens, N.A., each in their capacity as Joint Lead Arrangers and Joint Book Runners.

“Article” means an article of this Agreement unless another document is specifically referenced.

“Assignment Agreement” is defined in Section 12.3(a).

“Authorized Officer” means any of the chief executive officer, chief financial officer, vice president—controller or treasurer of a Loan Party, acting singly.

---

“Availability” means, at any time, an amount equal to (x) the lesser of (a) the Aggregate Commitment and (b) the Borrowing Base *minus* (y) the Aggregate Credit Exposure; provided that the Aggregate Credit Exposure shall not exceed, until the 2010 Parent Notes are discharged or defeased in accordance with Section 8.1 of the 2010 Parent Indenture, the amount permitted under and calculated in accordance with the definition of “Borrowing Base” in the 2010 Parent Indenture.

“Available Commitment” means, at any time, the Aggregate Commitment then in effect *minus* the Aggregate Credit Exposure at such time; provided that, for purposes of Section 2.10(a), the aggregate amount of Swingline Loans outstanding shall be deemed to be zero.

“Banking Services” means each and any of the following bank services provided to any Loan Party by any Lender or any of its Affiliates: (a) commercial credit cards, (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

“Bankruptcy Code” means Title 11 of the U.S. Code (11 U.S.C. § 101 et seq.) as amended, reformed, or otherwise modified from time to time, and any rule or regulation issued thereunder.

“Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” has the meaning specified in the preamble hereto.

“Borrower Representative” means PHI, in its capacity as contractual representative of the Borrower pursuant to Article XVII.

“Borrowing Base” means, at any time, the sum, without duplication, of:

(a) (i) for the months of May through November in each Fiscal Year, 85% of Eligible Accounts Receivable or (ii) for the months of December through April in each Fiscal Year subject to trailing dilution of not more than 3%, 90% of Eligible Accounts Receivable, *plus*

(b) (i) for the months of May through November in each Fiscal Year, 80% of Eligible Heating Oil and Other Fuel Inventory or (ii) for the months of December through April in each Fiscal Year, 85% of Eligible Heating Oil and Other Fuel Inventory, *plus*

(c) the lesser of (i) \$7,500,000 and (ii) 40% of Eligible Other Inventory, *plus*

(d) the lesser of

(i) \$80,000,000 and

(ii) the sum of

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(A) 75% of the Mortgage Value of Eligible Real Property, which amount shall be reduced by estimated environmental liabilities determined by the Agent in its Permitted Discretion on a property-by-property basis (it being understood that the value calculated in this clause (A) for any individual property shall never be less than zero),

(B) 75% of the Net Orderly Liquidation Value of Eligible Vehicles,

(C) 75% of the Net Orderly Liquidation Value of Eligible Machinery and Equipment, and

(D) 50% of the aggregate of the Customer Lists Value,

*plus*

(e) 100% of cash and Cash Equivalent Investments held in deposit accounts located at, and subject to control agreements in favor of, the Agent, *minus*

(f) Reserves;

provided that (I) the amount described in clause (d)(i) above shall be automatically reduced on a dollar-for-dollar basis by the Borrowing Base Reduction Amount, (II) Customer Lists shall be reappraised on an annual basis in accordance with Section 6.11 and (III) except for (x) assets acquired in a Permitted Acquisition consummated pursuant to Sections 2.15(b)(ii) or (d), (v) Inventory and (z) Accounts, any assets acquired in connection with any Permitted Acquisition shall not be included in the determination of the Borrowing Base; provided further that with respect to Griffith Assets, the components described in clauses (a), (b) and (c) above shall be limited to 65% until the Administrative Agent shall have conducted and completed satisfactory diligence on such assets (it being understood that if such diligence has not been completed by the date which is 150 days following the acquisition of the Griffith Assets, such components shall not be included in the calculation of the Borrowing Base until the completion of diligence satisfactory to the Administrative Agent). The Borrowing Base shall be determined based on the most recent Borrowing Base Certificate delivered by the Borrower.

“Borrowing Base Certificate” means a certificate, signed by an Authorized Officer of the Borrower Representative, in the form of Exhibit H or another form which is acceptable to the Agent in its Permitted Discretion. Each Borrowing Base Certificate shall set forth, among other things, a calculation of (a) the Borrowing Base and (b) the “Borrowing Base” as defined in the 2010 Parent Indenture.

“Borrowing Base Reduction Amount” means an amount equal to the sum of (a) all Net Cash Proceeds of asset dispositions received by any Loan Party *plus* (b) all insurance or condemnation proceeds received by any Loan Party; provided that (x) such Net Cash Proceeds or insurance or condemnation proceeds shall be disregarded in determining the Borrowing Base Reduction Amount to the extent they are deposited in a deposit account located at, and subject to control agreements in favor of, the Agent pursuant to Section 2.15(b) or (d), as applicable, (y) such Net Cash Proceeds or insurance or condemnation proceeds shall be disregarded in



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determining the Borrowing Base Reduction Amount to the extent that within twelve months of the receipt thereof they are reinvested pursuant to Section 2.1.5(b) or (d), as applicable, in replacement assets of like value (as determined in a manner satisfactory to the Agent in its Permitted Discretion), and (z) in determining the Borrowing Base Reduction Amount, the amount allocated to any asset that is disposed of or that is the subject of any insurance or condemnation proceeds so received shall be equal to the amount originally allocated to such asset for purposes of determining the Borrowing Base (as determined by the Agent in its Permitted Discretion).

“Borrowing Date” means a date on which an Advance or a Loan is made hereunder.

“Borrowing Notice” is defined in Section 2.1.1(b).

“Business Day” means (a) with respect to any borrowing, payment or rate selection of Eurodollar Advances, a day (other than a Saturday or Sunday) on which banks generally are open in Chicago and New York City for the conduct of substantially all of their commercial lending activities, interbank wire transfers can be made on the Fedwire system and dealings in U.S. dollars are carried on in the London interbank market and (b) for all other purposes, a day (other than a Saturday or Sunday) on which banks generally are open in Chicago for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system.

“Capital Expenditures” means, for any period, without duplication, any expenditure or commitment to expend money for any purchase or other acquisition of any asset (other than pursuant to an Acquisition) which would be classified as a fixed or capital asset on a consolidated balance sheet of the Parent and its Subsidiaries prepared in accordance with GAAP.

“Capital Stock” means any and all corporate stock, units, shares, partnership interests, membership interests, equity interests, rights, securities, or other equivalent evidences of ownership (howsoever designated) issued by any Person.

“Capitalized Lease” of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with GAAP.

“Capitalized Lease Obligations” of a Person means the aggregate amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with GAAP.

“Carry Over Amount” is defined in Section 6.27.

“Cash Equivalent Investments” means (a) short-term obligations of, or fully guaranteed by, the U.S., (b) commercial paper rated A-1 or better by S&P or P-1 or better by Moody’s, (c) demand deposit accounts maintained in the ordinary course of business with any domestic office of any commercial bank organized under the laws of the U.S. or any State thereof that has a combined capital and surplus and undivided profits of not less than \$500,000,000, and (d) certificates of deposit issued by and time deposits with any domestic office of any commercial bank organized under the laws of the U.S. or any State thereof that has a combined capital and

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surplus and undivided profits of not less than \$500,000,000; provided that, in each case, the same provides for payment of both principal and interest (and not principal alone or interest alone) and is not subject to any contingency regarding the payment of principal or interest.

“Change” is defined in Section 3.2.

“Change in Control” means the occurrence of any of the following events: (i) the partners or shareholders, as the case may be, of the Borrower shall approve any plan or proposal for the liquidation or dissolution of the Borrower; (ii) the General Partner shall cease for any reason to be the sole general partner of the Parent; (iii) the Parent ceases for any reason to beneficially own, directly or indirectly, 100% of all classes of Capital Stock of the Borrower; (iv) the Kestrel Group collectively shall cease for any reason to beneficially own Capital Stock having the voting power to elect all of the directors or other governing board of the General Partner; or (v) a “Change of Control” (or any other defined term having a similar purpose) as defined in the 2010 Parent Indenture shall occur.

“Chase” means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

“Co-Documentation Agents” has the meaning specified in the recitals hereto.

“Co-Syndication Agents” has the meaning specified in the recitals hereto.

“Code” means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time, and any rule or regulation issued thereunder.

“Collateral” means any and all Property covered by the Collateral Documents and any and all other Property of any Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Agent, on behalf of itself and the Lenders, to secure the Secured Obligations.

“Collateral Access Agreement” means any landlord waiver or other agreement, in form and substance reasonably satisfactory to the Agent, between the Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Loan Party for any real Property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

“Collateral Documents” means, collectively, the Security Agreement, the Mortgages and any other documents granting a Lien upon the Collateral as security for payment of the Secured Obligations.

“Collateral Shortfall Amount” is defined in Section 2.1.2(l).

“Commitment” means, for each Lender, the obligation of such Lender to make Loans to the Borrower, and participate in Facility LCs issued upon the application of the Borrower, in an aggregate amount not exceeding the amount set forth in Schedule I or as set forth in any

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Assignment Agreement that has become effective pursuant to Section 12.3(c), as such amount may be modified from time to time pursuant to the terms hereof.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Commodity Hedging Agreement” means any agreement or arrangement designed solely to protect any Loan Party against fluctuations in the price of petroleum derivative products with respect to quantities of such products that such Loan Party reasonably expects to purchase from suppliers, sell to their customers or need for their inventory during the period covered by such agreement or arrangement.

“Commodities Inventory” means all inventory consisting of petroleum derivative products of, and held for sale by, the Loan Parties.

“Compliance Certificate” is defined in Section 6.1(e).

“Confidential Information Memorandum” means the Confidential Information Memorandum dated December 2013 and furnished to certain Lenders.

“Consolidated Capital Expenditures” means, with reference to any period, the Capital Expenditures of the Parent and its Subsidiaries calculated on a consolidated basis for such period.

“Consolidated EBITDA” means Consolidated Net Income *plus*, to the extent deducted from revenues in determining Consolidated Net Income, (a) Consolidated Interest Expense, (b) expense for taxes paid or accrued, (c) depreciation, (d) amortization and other non-cash charges (including any non-cash impact of Financial Standards Accounting Board Statements 87 and 133), (e) cash contributions to any Plan and (f) extraordinary non-cash losses (as determined in accordance with GAAP) incurred other than in the ordinary course of business, *minus*, to the extent included in Consolidated Net Income, extraordinary gains (as determined in accordance with GAAP) realized other than in the ordinary course of business, all calculated for the Parent and its Subsidiaries on a consolidated basis. For the purposes of calculating Consolidated EBITDA for any period (each, a “Reference Period”), (i) if at any time during such Reference Period, the Parent or any Subsidiaries shall have made any Material Disposition, Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period, the Parent or any Subsidiaries shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving *pro forma* effect thereto as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition: “Material Acquisition” means any Permitted Acquisition that involves the payment of consideration by the Parent and its Subsidiaries in excess of \$500,000; “Material Disposition” means any sale, transfer or other disposition of property or series of related sales, transfers or other dispositions of property that yields gross proceeds to the Parent and the Subsidiaries in excess of \$500,000.

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“Consolidated Fixed Charges” means, with reference to any period, without duplication, cash Consolidated Interest Expense, plus scheduled principal payments on Indebtedness made during such period, plus dividends or distributions paid or made during such Period by the Parent, plus Capitalized Lease payments, plus cash contributions to any Plan, all calculated for the Parent and its Subsidiaries on a consolidated basis. For the purposes of calculating Consolidated Fixed Charges for any Reference Period, (i) if at any time during such Reference Period, the Parent or any Subsidiaries shall have made any Material Disposition, Consolidated Fixed Charges for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Disposition occurred on the first day of such Reference Period and (ii) if during such Reference Period, the Parent or any Subsidiaries shall have made a Material Acquisition, Consolidated Fixed Charges for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition: “Material Acquisition” means any Permitted Acquisition that involves the payment of consideration by the Parent and its Subsidiaries in excess of \$500,000; and “Material Disposition” means any sale, transfer or other disposition of property or series of related sales, transfers or other dispositions of property that yields gross proceeds to the Parent and the Subsidiaries in excess of \$500,000.

“Consolidated Interest Expense” means, with reference to any period, the interest expense of the Parent and its Subsidiaries calculated on a consolidated basis for such period.

“Consolidated Net Income” means, with reference to any period, the net income (or loss) of the Parent and its Subsidiaries calculated on a consolidated basis for such period.

“Contingent Obligation” of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including, without limitation, any comfort letter, operating agreement, take-or-pay contract or the obligations of any such Person as general partner of a partnership with respect to the liabilities of the partnership.

“Controlled Group” means all members of a controlled group of corporations or other business entities and all trades or businesses (whether or not incorporated) under common control which, together with the Parent or any of its Subsidiaries, are treated as a single employer under Section 414 of the Code.

“Conversion/Continuation Notice” is defined in Section 2.7.

“Copyrights” shall have the meaning given to such term in the Security Agreement.

“Credit Exposure” means, as to any Lender at any time, the sum of (a) the aggregate principal amount of its Revolving Loans outstanding at such time, plus (b) an amount equal to all accrued interest, fees and other charges under this Agreement then owing to it, plus (c) an amount equal to its Pro Rata Share of the LC Obligations at such time, plus (d) an amount equal

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to its Pro Rata Share of the aggregate principal amount of Non-Ratable Loans, Swingline Loans, Overadvances and Protective Advances outstanding at such time.

“Credit Extension” means the making of an Advance or the issuance of a Facility LC hereunder.

“Credit Extension Date” means the Borrowing Date for an Advance or the issuance date for a Facility LC.

“Customer Lists” means a list of the Borrower’s customers, specifying each customer’s name, mailing address and phone number.

“Customer Lists Value” means, at the election of the Agent exercising its Permitted Discretion, either (a) the value of the Customer Lists as determined in a manner acceptable to the Agent (in its Permitted Discretion) by an appraiser reasonably acceptable to the Agent or (b) the value of (i) the distressed net orderly enterprise valuation (as determined by the Agent in its Permitted Discretion) of the non-working capital assets of the Loan Parties less (ii) the fair market value of Eligible Real Property less (iii) the Orderly Liquidation Value of Eligible Vehicles less (iv) the Orderly Liquidation Value of Eligible Machinery and Equipment.

“Default” means an event described in Article VII.

“Defaulting Lender” means any Lender that has (a) failed to fund any portion of its Loans or participations in Letters of Credit within three Business Days of the date required to be funded by it hereunder, unless such funding obligations are subject to a good faith dispute between the Borrower and such Lender, (b) notified the Borrower, the Agent, the LC Issuer or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit (it being understood that a Lender shall not be deemed a Defaulting Lender hereunder if its stated intention not to fund is based upon another party’s failure to fulfill its obligations under the applicable agreement), in each case unless such funding obligations are subject to a good faith dispute between the Borrower and such Lender, (c) failed, within three Business Days after request by the Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit, unless such funding obligations are subject to a good faith dispute between the Borrower and such Lender, (d) otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, unless the subject of a good faith dispute, or (e) (i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment.

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“Deposit Account Control Agreement” means an agreement, in form and substance satisfactory to the Agent (in its Permitted Discretion), among any Loan Party, a banking institution holding such Loan Party’s funds, and the Agent with respect to collection and control of all deposits and balances held in a deposit account maintained by any Loan Party with such banking institution, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“Document” shall have the meaning given to such term in the Security Agreement.

“Domestic Subsidiary” means any Subsidiary which is organized under the laws of the U.S. or any state of the U.S.

“Effective Date” means the date that the conditions precedent set forth in Article IV are satisfied.

“Eligibility Definition” means any of the following terms, as defined herein: “Eligible Accounts Receivable”, “Eligible Heating Oil and Other Fuel Inventory”, “Eligible Machinery and Equipment”, “Eligible Other Inventory”, “Eligible Real Property” and “Eligible Vehicles”.

“Eligible Accounts Receivable” means, at any time, the Accounts of a Loan Party which the Agent determines in its Permitted Discretion are eligible as the basis for Credit Extensions hereunder. Without limiting the Agent’s discretion provided herein, Eligible Accounts Receivable shall not include any Account:

(a) which is not subject to a first priority perfected security interest in favor of the Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Agent;

(c) with respect to which more than 90 days have elapsed since the date of the original invoice therefor or which is more than 60 days past the due date for payment; provided that an installment Account that does not otherwise meet the terms of this clause (c) shall nevertheless constitute an Eligible Account Receivable so long as (i) with respect to any particular payment installment of such installment Account, not more than 90 days have elapsed since the date on which the original bill for such particular payment installment was mailed, (ii) no particular payment installment of such installment Account is more than 60 days past the due date for payment and (iii) the aggregate of all such installment Accounts does not exceed \$25,000,000;

(d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible hereunder;

(e) which is owing by an Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to all Loan Parties exceeds 2% of the aggregate amount of Eligible Accounts Receivable of all Loan Parties;

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(f) with respect to which any covenant, representation, or warranty contained in this Agreement or in the Security Agreement has been breached or is not true;

(g) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation satisfactory to the Agent (in its Permitted Discretion) which has been sent or otherwise delivered to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon such Loan Party's completion of any further performance, or (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis;

(h) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by such Loan Party;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator of its assets, (ii) has had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator, (iii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state or federal bankruptcy laws, (iv) has admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent, or (vi) ceased operation of its business;

(k) which is owed by any Account Debtor which has sold all or a substantially all of its assets;

(l) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada (other than the Province of Newfoundland) or (ii) is not organized under applicable law of the U.S., any state of the U.S., Canada, or any province of Canada (other than the Province of Newfoundland) unless, in either case, such Account is backed by a Letter of Credit acceptable to the Agent in its Permitted Discretion which is in the possession of the Agent;

(m) which is owed in any currency other than U.S. dollars;

(n) which is owed by (i) the government (or any department, agency, public corporation, or instrumentality thereof) of any country other than the U.S. unless such Account is backed by a Letter of Credit acceptable to the Agent (in its Permitted Discretion) which is in the possession of the Agent, or (ii) the government of the U.S., or any department, agency, public corporation, or instrumentality thereof, unless the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 *et seq.* and 41 U.S.C. § 15 *et seq.*), and any other steps necessary to perfect the Lien of the Agent in such Account have been complied with to the Agent's satisfaction in its Permitted Discretion;

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(o) which is owed by any Affiliate, director or executive officer of any Loan Party;

(p) which, when added to all other Accounts owing to the Loan Parties by the applicable Account Debtor or any of its Affiliates, does not exceed in face amount (i) in the case of commercial Account Debtors, 2.0% of the total Eligible Accounts Receivable and (ii) in the case of residential Account Debtors, 1.0% of the total Eligible Accounts Receivable;

(q) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Loan Party is indebted, but only to the extent of such indebtedness;

(r) which is subject to any counterclaim, deduction, defense, setoff or dispute but only to the extent of any such counterclaim, deduction, defense, setoff or dispute;

(s) which is evidenced by any promissory note, chattel paper, or instrument;

(t) which is owed by an Account Debtor located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit such Loan Party to seek judicial enforcement in such jurisdiction of payment of such Account, unless such Loan Party has filed such report or qualified to do business in such jurisdiction;

(u) with respect to which such Loan Party has made any agreement with the Account Debtor for any reduction thereof, other than discounts and adjustments given in the ordinary course of business; or

(v) which the Agent determines (in its Permitted Discretion) may not be paid by reason of the Account Debtor's inability to pay or which the Agent otherwise determines (in its Permitted Discretion) is unacceptable for any reason whatsoever.

"Eligible Carrier" means each of the carriers and pipeline companies listed on Schedule 1.1B or otherwise approved from time to time by the Agent in its Permitted Discretion.

"Eligible Heating Oil and Other Fuel Inventory" means, at any time, the Inventory of a Loan Party consisting of propane, home heating oil, diesel fuel and other petroleum derivative products, but excluding natural gas, which the Agent determines in its Permitted Discretion is eligible as the basis for Credit Extensions hereunder and as to which all of the following requirements have been fulfilled to the reasonable satisfaction of the Agent:

(a) such Inventory is owned by such Loan Party, is subject to a first priority perfected Lien in favor of the Agent, and is subject to no other Lien whatsoever other than a Permitted Lien which does not have priority over the Lien in favor of the Agent;

(b) such Inventory is not held on consignment;



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(c) such Inventory is of customary quality and meets all standards applicable to such Inventory, its use or sale imposed by any Governmental Authority having regulatory authority over such matters;

(d) such Inventory is of a type sold in the ordinary course of the business of such Loan Party;

(e) such Inventory is located within the United States (i) in the Buckeye or Colonial pipeline systems, (ii) in commercial storage facilities; (iii) at one of the locations listed in Exhibit A to the Security Agreement; or (iv) in transit to a location described in the foregoing clause (i), (ii) or (iii) with an Eligible Carrier;

(f) such Inventory does not constitute goods in transit unless it is in transit with an Eligible Carrier;

(g) such Inventory is stored in storage facilities of such Loan Party or in commercial storage facilities and if located in a warehouse or other facility leased by such Loan Party, the lessor has delivered to the Agent a waiver, consent and agreement in form and substance satisfactory to the Agent (in its Permitted Discretion) or a Reserve for rent, charges, and other amounts due or to become due with respect to such warehouse or facility has been established by the Agent in its Permitted Discretion; provided that any such Inventory stored in any particular commercial storage facility or warehouse does not in the aggregate exceed 15% of the total Eligible Heating Oil and Other Fuel Inventory;

(h) such Inventory has not been delivered to a customer of such Loan Party (regardless of whether such delivery is on a consignment basis) and has not been returned by any customer; and

(i) in the case of any Inventory consisting of any petroleum derivative products other than home heating oil, such Inventory does not exceed 10% of the total Eligible Heating Oil and Other Fuel Inventory.

“Eligible Machinery and Equipment” means, at any time, the Machinery and Equipment (other than Vehicles and items included in the definition of Eligible Other Inventory) of a Loan Party then used or useful in such Loan Party’s business, which the Agent determines in its Permitted Discretion is eligible as the basis for Credit Extensions hereunder and as to which all of the following requirements have been fulfilled to the reasonable satisfaction of the Agent:

(a) such Machinery and Equipment (i) is owned by such Loan Party, (ii) is subject to a first priority perfected Lien in favor of the Agent and (iii) is subject to no other Lien whatsoever other than a Permitted Lien which does not have priority over the Lien in favor of the Agent;

(b) the full purchase price for such Machinery and Equipment has been paid by such Loan Party;

(c) such Machinery and Equipment is located on premises (i) owned by such Loan Party, which premises are subject to a first priority perfected Lien in favor of the

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Agent and to no other Lien whatsoever other than a Permitted Lien which does not have priority over the Lien in favor of the Agent or (ii) leased by such Loan Party with respect to which the Agent has received waiver, consent and agreement in form and substance satisfactory to the Agent;

(d) such Machinery and Equipment is in reasonable repair and working order and is used or held for use by such Loan Party in the ordinary course of business of such Loan Party;

(e) such Machinery and Equipment is not subject to any agreement which materially restricts the ability of the Loan Parties to use, sell, transport or dispose of such Machinery and Equipment or which materially restricts the Agent's ability to take possession of, sell or otherwise dispose of such Machinery and Equipment; and

(f) such Machinery and Equipment does not constitute "fixtures" under the applicable laws of the jurisdiction in which such Machinery and Equipment is located;

provided, however, that with respect to any item of Machinery or Equipment which is subject to a Permitted Lien and which satisfies each of the eligibility criteria set forth above, only that portion of such item which is in excess of the amount secured by such Permitted Lien shall be deemed to constitute Eligible Machinery and Equipment.

"Eligible Other Inventory" means, at any time, the Inventory of a Loan Party consisting of furnaces, boilers and other heating components and replacement parts, air conditioner and air conditioning components, water purifying equipment and parts, and other related equipment and parts held for resale in the ordinary course of business, but excluding Eligible Heating Oil and Other Fuel Inventory, which the Agent determines in its Permitted Discretion is eligible as the basis for Credit Extensions hereunder. Without limiting the Agent's discretion provided herein, Eligible Other Inventory shall not include any Inventory:

(a) which is not subject to a first priority perfected Lien in favor of the Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Agent;

(c) which is, in the Agent's Permitted Discretion, slow moving, obsolete, unmerchantable, defective, unfit for sale, not salable at prices approximating at least the cost of such Inventory in the ordinary course of business or unacceptable due to age, type, category and/or quantity;

(d) with respect to which any covenant, representation, or warranty contained in this Agreement or the Security Agreement has been breached or is not true;

(e) which does not conform to all standards imposed by any Governmental Authority;

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(f) which is not located in the U.S. or is in transit with a common carrier from vendors and suppliers;

(g) which is located in any location leased by such Loan Party unless (i) the lessor has delivered to the Agent a Collateral Access Agreement or (ii) a Reserve for rent, charges, and other amounts due or to become due with respect to such facility has been established by the Agent in its Permitted Discretion;

(h) which is located in any third party warehouse or is in the possession of a bailee and is not evidenced by a Document, unless (i) such warehouseman or bailee has delivered to the Agent a Collateral Access Agreement and such other documentation as the Agent may require or (ii) an appropriate Reserve has been established by the Agent in its Permitted Discretion;

(i) which is the subject of a consignment by such Loan Party as consignor;

(j) which is perishable;

(k) which contains or bears any Intellectual Property Rights licensed to such Loan Party unless the Agent is satisfied in its Permitted Discretion that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement;

(l) which is not reflected in a current inventory report of such Loan Party; or

(m) which the Agent otherwise determines in its Permitted Discretion is unacceptable for any reason whatsoever.

provided, however, that with respect to any item of Equipment which is subject to a Permitted Lien and which satisfies each of the eligibility criteria set forth above, only that portion of such item which is in excess of the amount secured by such Permitted Lien shall be deemed to constitute Eligible Other Inventory.

“Eligible Real Property” means, at any time, any parcel of Material Real Property of any Loan Party as to which each of the following conditions has been satisfied at such time:

(a) (i) a Lien on such parcel of Material Real Property shall have been granted by a Loan Party in favor of the Agent pursuant to a Mortgage, (ii) such Mortgage shall be in full force and effect in favor of the Agent at such time, (iii) such Mortgage shall have been recorded in the appropriate jurisdiction or jurisdictions to perfect the Lien granted pursuant to such Mortgage and (iv) all applicable mortgage recording taxes shall have been paid, provided that such Mortgage need not have been so recorded (and any such mortgage recording taxes need not have been so paid) if an effective title insurance policy (naming the Agent as the insured thereunder) shall have been issued that otherwise complies with the requirements of clause (c) (i) or (ii) of this definition and that provides

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“gap” coverage insuring against any exceptions that may arise prior to the actual recording of such Mortgage (and the payment of any such recording taxes);

(b) the Agent and the title insurance company issuing the policy referred to in clause (c) of this definition shall have received maps or plats of an as-built survey of the sites of the Material Real Property covered by such Mortgage certified to the Agent and such title insurance company in a manner reasonably satisfactory to them, dated a date reasonably satisfactory to the Agent and such title insurance company, by an independent professional licensed land surveyor reasonably satisfactory to the Agent and such title insurance company, which maps or plats and the surveys on which they are based shall be made in accordance with the Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 1992, and, without limiting the generality of the foregoing, there shall be surveyed and shown on such maps, plats or surveys the following: (A) the locations on such sites of all the buildings, structures and other improvements and the established building setback lines (where setback information is readily obtainable); (B) the lines of streets abutting such sites and the width thereof; (C) all access and other easements appurtenant to such sites or necessary to use such sites; (D) all roadways, paths, driveways, easements, encroachments and overhanging projections and similar encumbrances affecting such sites, whether recorded, apparent from a physical inspection of such sites or otherwise known to the surveyor; (E) any encroachments on any adjoining property by the building structures and improvements on such sites; and (F) if such sites are described as being on a filed map, a legend or other information relating the survey to said map;

(c) the Agent shall have received in respect of such parcel of Material Real Property (i) a mortgagee’s title policy (or policies) or marked-up unconditional binder (or binders) for such insurance dated a date reasonably satisfactory to the Agent. Each such policy shall (A) be in an amount not less than the Mortgage Value (as of the date such parcel of Material Real Property becomes a parcel of Eligible Real Property) of such parcel of Material Real Property, (B) be issued at ordinary rates, (C) insure that the Mortgage insured thereby creates a valid first Lien on such parcel of Material Real Property free and clear of all defects and encumbrances, except such as may be approved by the Agent (in its Permitted Discretion) and Permitted Mortgage Liens, (D) name the Agent for the benefit of the Lenders as the insured thereunder, (E) be in the form of ALTA Loan Policy—1992 (or such local equivalent thereof as is reasonably satisfactory to the Agent), (F) contain a comprehensive lender’s endorsement and such other endorsements as may be reasonably requested by the Agent and (G) be issued by Chicago Title Insurance Company, First American Title Insurance Company, Lawyers Title Insurance Corporation or any other title company reasonably satisfactory to the Agent (including any such title companies acting as co-insurers or reinsurers) or (ii) in the case of any such parcel of Material Real Property subject to a Mortgage pursuant to the Existing Credit Agreement as of the Effective Date, a date-down endorsement to the mortgagee’s title policy issued by the title company that issued the title policy covering such Existing Mortgage in connection with the Existing Credit Agreement, which endorsement shall update the effective date of such existing title insurance policy and amend the description of the insured Existing Mortgage to include the amendment to

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such Existing Mortgage. The Agent shall have received (x) evidence satisfactory to it (in its Permitted Discretion) that all premiums in respect of each such policy or endorsement, as the case may be, have been paid and (y) a copy of all documents referred to, or listed as exceptions to title, in such title policy (or policies);

(d) the Agent shall have received a Final Appraisal with respect to such parcel of Material Real Property;

(e) with respect to any such parcel of Material Real Property upon which a Mortgage is granted, a summary Phase I environmental report with respect to such parcel of Material Real Property, dated a date satisfactory to the Agent in its Permitted Discretion and in form and substance reasonably satisfactory to the Agent shall have been delivered to the Agent, accompanied by a reliance letter in favor of the Agent and the Lenders in form and substance reasonably satisfactory to the Agent; and

(f) if such parcel of Material Real Property is subject to a ground lease in favor of any Loan Party as lessee, no consent shall be required under such ground lease to mortgage or foreclose upon such parcel of Material Real Property (or such consent shall have been obtained).

“Eligible Vehicles” means, at any time, the Equipment of a Loan Party consisting of trucks, vans and other vehicles used to transport home heating oil, diesel fuel and other petroleum derivative products and other Inventory (other than propane and natural gas), or are used primarily in connection with the provisions of service to customers, which the Agent determines in its Permitted Discretion is eligible as the basis for Credit Extensions hereunder and as to which all of the following requirements have been fulfilled to the reasonable satisfaction of the Agent:

(a) such Equipment (i) is owned by such Loan Party, (ii) is subject to a first priority perfected Lien in favor of the Agent and (iii) is subject to no other Lien whatsoever other than a Permitted Lien which does not have priority over the Lien in favor of the Agent;

(b) the full purchase price for such Equipment has been paid by such Loan Party;

(c) such Equipment is located on premises (i) owned by such Loan Party, which premises are subject to a first priority perfected Lien in favor of the Agent and to no other Lien whatsoever other than a Permitted Lien which does not have priority over the Lien in favor of the Agent, (ii) leased by such Loan Party with respect to which the Agent has received waiver, consent and agreement in form and substance satisfactory to the Agent, or (iii) is both (A) currently being tracked by the Borrower pursuant to a GPS or other similar system and (B) “at or in transit to” a Borrower location, the home of the driver of such Equipment or other location pursuant to a legitimate business purpose;

(d) such Equipment is in reasonable repair and working order and is used or held for use by such Loan Party in the ordinary course of business of such Loan Party;

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(e) such Equipment is not subject to any agreement which materially restricts the ability of the Loan Parties to use, sell, transport or dispose of such Equipment or which materially restricts the Agent's ability to take possession of, sell or otherwise dispose of such Equipment; and

(f) such Equipment does not constitute "fixtures" under the applicable laws of the jurisdiction in which such Equipment is located;

provided, however, that with respect to any item of Equipment which is subject to a Permitted Lien and which satisfies each of the eligibility criteria set forth above, only that portion of such item which is in excess of the amount secured by such Permitted Lien shall be deemed to constitute Eligible Vehicles.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, including without limitation common laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (a) the protection of the environment, (b) the effect of the environment on human health, (c) emissions, discharges or releases of Materials of Environmental Concern into the environment, or (d) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern or the clean-up or other remediation thereof.

"Equipment" has the meaning specified in the Security Agreement.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

"ERISA Event" means (a) a Reportable Event with respect to any Plan, (b) a determination that any Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the Code or Title IV of ERISA), (c) the taking of any steps to terminate any Plan, (d) the withdrawal by any Loan Party or any Controlled Group member from any Multiemployer Plan or the initiation of steps to do so, (e) receipt by any Loan Party or any Controlled Group member of a notice that any Multiemployer Plan is, or is expected to be, Insolvent, in Reorganization, or in "endangered" or "critical status" (within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA), (f) any Loan Party or any Controlled Group member has incurred or is reasonably expected to incur, any Withdrawal Liability to one or more Multiemployer Plans, or (g) any failure by any Single Employer Plan to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the Code or Section 302 of ERISA) applicable to such Single Employer Plan, whether or not waived.

"Eurodollar Advance" means an Advance which, except as otherwise provided in Section 2.12, bears interest at the Eurodollar Rate.

"Eurodollar Base Rate" means, with respect to any Eurodollar Advance for any Interest Period, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute

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page of such Service, or any successor to or substitute for such Service, providing rate quotations comparable to those currently provided on such page of such Service, as determined by the Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the “Eurodollar Base Rate” with respect to such Eurodollar Borrowing for such Interest Period shall be the rate at which dollar deposits of \$5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

“Eurodollar Loan” means a Loan which, except as otherwise provided in Section 2.12, bears interest at the Eurodollar Rate.

“Eurodollar Rate” means, with respect to any Eurodollar Advance for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the sum of (a) the product of (i) the Eurodollar Base Rate for such Interest Period *multiplied by* (ii) the Statutory Reserve Rate *plus* (b) the Applicable Margin.

“Excluded Swap Obligation” means, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, and only for so long as, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, as applicable, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure to constitute an “eligible contract participant,” as defined in the Commodity Exchange Act and the regulations thereunder, at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation or (b) any other Swap Obligation designated as an “Excluded Swap Obligation” of such Guarantor as specified in any agreement between the relevant Loan Parties and counterparty applicable to such Swap Obligations, and agreed by the Administrative Agent. If a Swap Obligation arises under a master agreement governing more than one Swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guarantee or security interest is or becomes illegal.

“Excluded Taxes” means, in the case of each Lender or applicable Lending Installation and the Agent, (i) taxes imposed on its overall revenue or net income, and franchise taxes (imposed in lieu of net income taxes) imposed on it, by (a) the jurisdiction under the laws of which such Lender or the Agent is incorporated or organized or (b) the jurisdiction in which the Agent’s or such Lender’s principal executive office or such Lender’s applicable Lending Installation is located and (ii) any U.S. federal withholding Taxes imposed under FATCA.

“Exhibit” refers to an exhibit to this Agreement, unless another document is specifically referenced.

“Existing Credit Agreement” has the meaning specified in the Recitals hereto.

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“Existing Lenders” has the meaning specified in the Recitals hereto.

“Existing Letters of Credit” means the letters of credit set forth on Schedule 1.1A that have been issued prior to the Effective Date by the LC Issuers identified on Schedule 1.1A.

“Existing Mortgages” means each of the mortgages, deeds of trust or other agreements made pursuant to the Existing Credit Agreement by any Loan Party in favor of the Agent for the benefit of the Agent and the Lenders.

“Facility” means the credit facility described in Section 2.1 hereof to be provided to the Borrower on the terms and conditions set forth in this Agreement.

“Facility LC” is defined in Section 2.1.2(a).

“Facility LC Application” is defined in Section 2.1.2(c).

“Facility LC Collateral Account” is defined in Section 2.1.2(j).

“Facility Termination Date” means January 14, 2019 or any earlier date on which the Aggregate Commitment is reduced to zero or otherwise terminated pursuant to the terms hereof; provided that Facility Termination Date shall mean June 1, 2017 unless as of such date (i) the Borrower has repaid, prepaid or otherwise defeased at least \$100,000,000 of 2010 Parent Notes and (ii) Availability is equal to or greater than the aggregate amount required to repay the remaining outstanding 2010 Parent Notes (the “Payoff Amount”); provided further that in the event that Availability is less than the Payoff Amount on any date after June 1, 2017, the Extended Termination Date shall mean the date which is three Business Days following such date.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amendment or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

“Federal Funds Effective Rate” means, for any day, an interest rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations at approximately 10:00 a.m. (Chicago time) on such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by the Agent in its Permitted Discretion.

“Fee Letter” is defined in Section 2.10(c).

“Final Appraisal” means, with respect to any parcel of Material Real Property, a final complete appraisal of the value of such parcel of Material Real Property, as the case may be, commissioned in connection with this Agreement and delivered after the Effective Date and



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valued on an “alternative use” basis which in the Permitted Discretion of the Agent satisfies all applicable requirements of FIRREA and the Uniform Standards of Professional Appraisal Practice.

“Financial Contract” of a Person means (a) any exchange-traded or over-the-counter futures, forward, swap or option contract or other financial instrument with similar characteristics, or (b) any Rate Management Transaction.

“FIRREA” means the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended.

“Fiscal Month” means the calendar month.

“Fiscal Quarter” means any of the quarterly accounting periods of the Parent, ending on December 31, March 31, June 30 and September 30 of each year.

“Fiscal Year” means any of the annual accounting periods of the Parent ending on September 30 of each year.

“Fixed Charge Coverage Ratio” means, the ratio, determined as of the end of each Fiscal Month of the Parent for the then most-recently ended 12 Fiscal Months, of (a) Consolidated EBITDA *minus* the unfinanced portion of Consolidated Capital Expenditures (excluding, for each such period, actual Capital Expenditures in respect of propane tanks in an amount not to exceed \$4,500,000) *minus* taxes paid in cash to (b) Consolidated Fixed Charges, all calculated for the Parent and its Subsidiaries on a consolidated basis.

“Fixtures” has the meaning specified in the Security Agreement.

“Floating Rate” means, for any day, a rate per annum equal to (a) the Alternate Base Rate for such day *plus* (b) the Applicable Margin, in each case changing when and as the Alternate Base Rate changes.

“Floating Rate Advance” means an Advance which, except as otherwise provided in Section 2.12, bears interest at the Floating Rate.

“Floating Rate Loan” means a Loan which, except as otherwise provided in Section 2.12, bears interest at the Floating Rate.

“Foreign Subsidiary” means any Subsidiary which is not a Domestic Subsidiary.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“Funding Account” is defined in Section 2.5.

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“GAAP” means generally accepted accounting principles in the United States as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements referred to in Section 5.5.

“General Partner” means Kestrel Heat LLC, a Delaware limited liability company.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government.

“Griffith Acquisition” means, the acquisition of Griffith Energy Services, Inc., a New York corporation, by the Borrower, PHI or any of their respective Affiliates.

“Griffith Assets” means, the assets acquired in the Griffith Acquisition.

“Guaranteed Obligations” is defined in Section 15.1.

“Guarantor” means the Parent, the Borrower and each of the Parent’s other direct or indirect Domestic Subsidiaries, including any Person who becomes a Loan Party pursuant to a Joinder Agreement and their successors and assigns.

“Guaranty” means Article XV of this Agreement.

“Indebtedness” of a Person means such Person’s (a) obligations for borrowed money, (b) obligations representing the deferred purchase price of Property or services (other than accounts payable arising in the ordinary course of such Person’s business payable on terms customary in the trade), (c) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from Property now or hereafter owned or acquired by such Person, (d) obligations which are evidenced by notes, acceptances, or other instruments, (e) obligations of such Person to purchase securities or other Property arising out of or in connection with the sale of the same or substantially similar securities or Property or any other Off-Balance Sheet Liabilities, (f) Capitalized Lease Obligations, (g) Contingent Obligations for which the underlying transaction constitutes Indebtedness under this definition, (h) the maximum available stated amount of all letters of credit or bankers’ acceptances created for the account of such Person and, without duplication, all reimbursement obligations with respect to letters of credit, (i) Net Mark-to-Market Exposure under all Rate Management Transactions, (j) obligations of such Person under any Sale and Leaseback Transaction, (k) obligations under any liquidated earn-out and (l) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person.

“Indemnified Taxes” means any and all Taxes, but excluding Excluded Taxes and Other Taxes.

“Insolvent” with respect to any Multiemployer Plan means the condition that such Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA.

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“Intellectual Property Rights” means, with respect to any Person, all of such Person’s Patents, Copyrights, Trademarks, and Licenses, all other rights under any of the foregoing, all extensions, renewals, reissues, divisions, continuations and continuations-in-part of any of the foregoing, and all rights to sue for past, present, and future infringement of any of the foregoing.

“Intercompany Notes” is defined in Section 6.17(e).

“Interest Period” means, with respect to a Eurodollar Advance, a period of one, two, three or six months commencing on a Business Day selected by the Borrower Representative pursuant to this Agreement. Such Interest Period shall end on the day which corresponds numerically to such date one, two, three or six months thereafter, provided, however, that if there is no such numerically corresponding day in such next, second, third or sixth succeeding month, such Interest Period shall end on the last Business Day of such next, second, third or sixth succeeding month. If an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day, provided however, that if said next succeeding Business Day falls in a new calendar month, such Interest Period shall end on the immediately preceding Business Day.

“Inventory” has the meaning specified in the Security Agreement.

“Investment” of a Person means any (a) loan, advance, extension of credit (other than accounts receivable arising in the ordinary course of business on terms customary in the trade) or contribution of capital by such Person, (b) stocks, bonds, mutual funds, partnership interests, notes, debentures, securities or other Capital Stock owned by such Person, (c) any deposit accounts and certificate of deposit owned by such Person, and (d) structured notes, derivative financial instruments and other similar instruments or contracts owned by such Person; provided that any Rate Management Transaction entered into in compliance with Section 6.17(i) shall not constitute an “Investment.”

“Joinder Agreement” is defined in Section 6.15(a).

“Kestrel Group” means Kestrel Energy Partners, LLC and any officers, directors or employees of the General Partner owning equity interests in the General Partner.

“LC Exposure” is defined in Section 2.23(c).

“LC Fee” is defined in Section 2.10(b).

“LC Issuer” means each of (a) Chase (or any subsidiary or Affiliate of Chase designated by Chase) and (b) Bank of America, N.A.

“LC Obligations” means, at any time, the sum, without duplication, of (a) the aggregate undrawn stated amount under all Facility LCs outstanding at such time plus (b) the aggregate unpaid amount at such time of all Reimbursement Obligations.

“LC Payment Date” is defined in Section 2.1.2(d).

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“Lenders” means the lending institutions listed on the signature pages of this Agreement and their respective successors and assigns.

“Lending Installation” means, with respect to a Lender, the LC Issuer or the Agent, the office, branch, subsidiary or Affiliate of such Lender, LC Issuer or the Agent listed on the signature pages hereof or on a Schedule or otherwise selected by such Lender, the LC Issuer or the Agent pursuant to Section 2.22.

“Letter of Credit” of a Person means a letter of credit or similar instrument which is issued upon the application of such Person or upon which such Person is an account party or for which such Person is in any way liable.

“Licenses” shall have the meaning given to such term in the Security Agreement.

“Lien” means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

“Loan Documents” means this Agreement, any Notes, the Facility LC Applications, the Collateral Documents, the Guaranty and all other agreements, instruments, documents and certificates identified in Section 4.1 executed and delivered to, or in favor of, the Agent or any Lenders and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to the Agent or any Lender in connection with the Agreement or the transactions contemplated thereby, but shall not include agreements in connection with Rate Management Transactions. Any reference in the Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to the Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loan Parties” means the Parent, the Borrower and each other Guarantor.

“Loans” means, with respect to a Lender, such Lender’s loans made pursuant to Article II (or any conversion or continuation thereof), including Non-Ratable Loans, Swingline Loans, Overadvances and Protective Advances.

“Machinery” has the meaning specified in the Security Agreement.

“Margin Stock” is defined in Section 5.13.

“Management Fees and Expenses” means any amounts paid by a Loan Party in respect of any management, consulting or other similar arrangement with an equity holder or Affiliate of a Loan Party (other than another Loan Party).

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“Material Adverse Effect” means a material adverse effect on (a) the business, operations, Property, condition (financial or otherwise) or prospects of the Parent and its Subsidiaries taken as a whole or (b) the validity or enforceability of any of the Loan Documents or the rights and remedies of the Agent, the LC Issuer and the Lenders thereunder.

“Material Indebtedness” means Indebtedness in an outstanding principal amount of \$1,000,000 or more in the aggregate (or the equivalent thereof in any currency other than U.S. dollars).

“Material Indebtedness Agreement” means any agreement under which any Material Indebtedness was created or is governed or which provides for the incurrence of Indebtedness in an amount which would constitute Material Indebtedness (whether or not an amount of Indebtedness constituting Material Indebtedness is outstanding thereunder).

“Material Real Property” means real property not subject to a mortgage, deed of trust or other similar instrument (other than pursuant hereto) that (i) is owned in fee by any Loan Party and is not subject to a ground lease in favor of any other Person as lessee, (ii) is located in the United States and (iii) (A) has been developed with a facility used of useful in the business of the Loan Parties with respect to which a certificate of occupancy or temporary certificate of occupancy or the local equivalent thereof (or any other similar proof of completion) shall have been issued by the relevant Governmental Authority or (B) is undeveloped and has a book value (excluding soft costs) of at least \$100,000.

“Materials of Environmental Concern” means (a) any and all hazardous substances, hazardous materials or toxic substances as defined in the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, and the Hazardous Materials Transportation Act and the regulations promulgated thereunder, (b) any substance or materials listed as hazardous or toxic in the United States Department of Transportation Table, by the Environmental Protection Agency or any successor agency or under any applicable Federal, state, local or foreign laws or regulations, (c) any asbestos, poly-chlorinated biphenyls, urea formaldehyde foam, explosives or radioactive waste, (d) any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, or (e) any other chemical, material or substance which is not classified as hazardous or toxic but exposure to which is prohibited, limited or regulated by any applicable Federal, state, local or foreign authority or other governmental authority having jurisdiction over the Mortgaged Property, including, without limitation, propane and any related petroleum products or by-products.

“Maximum Liability” is defined in Section 15.9.

“Modify” and “Modification” are defined in Section 2.1.2(a).

“Monthly Reports” is defined in Section 4.1(m).

“Moody’s” means Moody’s Investors Service, Inc.

“Mortgage Value” means, with respect to any parcel of Eligible Real Property, the lesser of (a) the maximum stated amount secured by the Lien on such parcel of Eligible Real Property

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granted in favor of the applicable secured mortgagee pursuant to the relevant Mortgage and (b) the value of such parcel of Eligible Real Property set forth in the Final Appraisal delivered with respect thereto.

“Mortgages” means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Agent, for the benefit of the Agent and the Lenders, on real Property of a Loan Party, including the Existing Mortgages and any amendments, modifications or supplements thereto.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Parent or any member of the Controlled Group is obligated to make contributions.

“Net Cash Proceeds” means, if in connection with (a) an asset disposition, cash proceeds net of (i) commissions and other reasonable and customary transaction costs, fees and expenses properly attributable to such transaction and payable by such Loan Party in connection therewith (in each case, paid to non-Affiliates), (ii) transfer taxes, (iii) amounts payable to holders of senior Liens on such asset (to the extent such Liens constitute Permitted Liens hereunder), if any, and (iv) an appropriate reserve for income taxes in accordance with GAAP established in connection therewith, (b) the issuance or incurrence of Indebtedness, cash proceeds net of attorneys’ fees, investment banking fees, accountants’ fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith or, (c) an equity issuance, cash proceeds net of underwriting discounts and commissions and other reasonable costs paid to non-Affiliates in connection therewith.

“Net Mark-to-Market Exposure” of a Person means, as of any date of determination, the excess (if any) of all unrealized losses over all unrealized profits of such Person arising from Rate Management Transactions. As used in this definition, “unrealized losses” means the fair market value of the cost to such Person of replacing such Rate Management Transaction as of the date of determination (assuming the Rate Management Transaction were to be terminated as of that date), and “unrealized profits” means the fair market value of the gain to such Person of replacing such Rate Management Transaction as of the date of determination (assuming such Rate Management Transaction were to be terminated as of that date). For the avoidance of doubt, “Net Mark-to-Market Exposure” shall not include the upfront cost of purchasing call or put options.

“Net Orderly Liquidation Value” means, with respect to Inventory, Equipment or Machinery of any Person, the net orderly liquidation value thereof as determined after the Effective Date in a manner acceptable to the Agent (in its Permitted Discretion) by an appraiser reasonably acceptable to the Agent.

“Non-Consenting Lender” is defined in Section 8.3(d).

“Non-Paying Guarantor” is defined in Section 15.10.

“Non-Ratable Loan” and “Non-Ratable Loans” are defined in Section 2.1.3.

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“Non-Seasonal Availability Amount” means \$300,000,000; provided that, if the Aggregate Commitment is increased pursuant to Section 2.16 hereof, the Non-Seasonal Availability Amount shall (if the Borrower so elects on the effective date of any such increase) be deemed to be an amount equal to the Non-Seasonal Availability Amount in effect immediately prior to such increase plus an amount equal to up to the aggregate amount of such increase and all prior increases in Commitments (to the extent such increased Commitments have not since been terminated or reduced in accordance with this Agreement) made pursuant to Section 2.16.

“Non-U.S. Lender” is defined in Section 3.5(d).

“Note” is defined in Section 2.21(d).

“Obligations” means, collectively, all unpaid principal of and accrued and unpaid interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans, all LC Obligations, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Loan Parties to the Lenders or to any Lender, the Agent, the LC Issuer or any indemnified party arising under the Loan Documents; provided, that for purposes of determining any Guarantor Obligations of any Guarantor under this Agreement, the definition of “Obligations” shall not create any guarantee of (or grant of security interest by any Guarantor to support, if applicable) any Excluded Swap Obligations of such Guarantor.

“Off-Balance Sheet Liability” of a Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any indebtedness, liability or obligation under any Sale and Leaseback Transaction which is not a Capitalized Lease, (c) any indebtedness, liability or obligation under any so-called “synthetic lease” transaction entered into by such Person, or (d) any indebtedness, liability or obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheets of such Person, but excluding from this clause (d) Operating Leases.

“Operating Lease” of a Person means any lease of Property (other than a Capitalized Lease) by such Person as lessee which has an original term (including any required renewals and any renewals effective at the option of the lessor) of one year or more.

“Operating Lease Obligations” means, as at any date of determination, the amount obtained by aggregating the present values, determined in the case of each particular Operating Lease by applying a discount rate (which discount rate shall equal the discount rate which would be applied under GAAP if such Operating Lease were a Capitalized Lease) from the date on which each fixed lease payment is due under such Operating Lease to such date of determination, of all fixed lease payments due under all Operating Leases of the Parent and its Subsidiaries.

“Other Taxes” is defined in Section 3.5(b).

“Overadvances” has the meaning specified in Section 2.1.4(c).

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“Parent” means Star Gas Partners, L.P., a Delaware limited partnership.

“Parent Subordinated Debt” is defined in Section 6.31.

“Participants” is defined in Section 12.2(a).

“Participant Register” is defined in Section 12.2(c).

“Patents” shall have the meaning given to such term in the Security Agreement.

“Paying Guarantor” is defined in Section 15.10.

“Payment Date” means (a) with respect to interest payments due on any Floating Rate Loan, the first day of each calendar month and the Facility Termination Date, (b) with respect to interest payments due on any Eurodollar Loan, (i) the last day of the applicable Interest Period, (ii) in the case of any Interest Period in excess of three months, the day which is three months after the first day of such Interest Period and (iii) the date on which such Eurodollar Loan is prepaid, whether by acceleration or otherwise, and the Facility Termination Date, and (c) with respect to any payment of LC Fees, Unused Commitment Fees or fronting fees in respect of Letters of Credit, the first day of each calendar month and the Facility Termination Date.

“Payoff Amount” is defined in the definition of “Facility Termination Date”.

“PBGC” means the Pension Benefit Guaranty Corporation, or any successor thereto.

“Permitted Acquisition” means any Acquisition by any Loan Party in a transaction that satisfies each of the following requirements:

(a) such Acquisition is not a hostile or contested acquisition;

(b) the business acquired in connection with such Acquisition is (i) located in the U.S., (ii) organized under U.S. and applicable state laws, and (iii) except for assets not constituting more than 5% of the assets acquired in such Acquisition, not engaged, directly or indirectly, in any line of business other than the businesses in which the Loan Parties are engaged on the Effective Date and any business activities that are substantially similar, related, or incidental thereto;

(c) both before and after giving effect to such Acquisition and the Loans (if any) requested to be made in connection therewith, each of the representations and warranties in the Loan Documents is true and correct (except (i) any such representation or warranty which relates to a specified prior date and (ii) to the extent the Agent and the Lenders have been notified in writing by the Loan Parties that any representation or warranty is not correct and the Required Lenders have explicitly waived in writing compliance with such representation or warranty) and no Default or Unmatured Default exists, will exist, or would result therefrom;

(d) if the consideration for such Acquisition is greater than \$5,000,000, as soon as available, but not less than ten days prior to such Acquisition, the Borrower



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Representative has provided the Lenders (i) notice of such Acquisition and (ii) a copy of all business and financial information reasonably requested by the Agent, including pro forma historical and projected financial information and cash flow and Availability calculations provided in a manner reasonably acceptable to the Agent;

(e) if the Accounts and Inventory acquired in connection with such Acquisition are proposed to be included in the determination of the Borrowing Base, the Agent shall have conducted an audit and field examination of such Accounts and Inventory to its reasonable satisfaction;

(f) the purchase price of such Acquisition (other than the Griffith Acquisition with respect to which this clause (f) shall not apply) does not exceed \$25,000,000;

(g) if such Acquisition is an acquisition of the Capital Stock of a Person, the Acquisition is structured so that the acquired Person shall become a Wholly-Owned Subsidiary of the Borrower and, to the extent required by Section 6.15(a), a Loan Party pursuant to the terms of this Agreement;

(h) if such Acquisition is an acquisition of assets, the Acquisition is structured so that the Borrower or a Guarantor shall acquire such assets;

(i) if such Acquisition is an acquisition of Capital Stock, such Acquisition will not result in any violation of Regulation U;

(j) no Loan Party shall, as a result of or in connection with any such Acquisition, assume or incur any direct or contingent liabilities (whether relating to environmental, tax, litigation, or other matters) that could have a Material Adverse Effect;

(k) in connection with an Acquisition of the Capital Stock of any Person, all Liens on property of such Person shall be terminated unless the Agent in its Permitted Discretion consents otherwise, and in connection with an Acquisition of the assets of any Person, all Liens on such assets shall be terminated;

(l) the Borrower Representative shall certify (and provide the Agent with a pro forma calculation in form and substance reasonably satisfactory to the Agent), on its behalf and on behalf of the Borrower, to the Agent and the Lenders that, after giving effect to the completion of such Acquisition, Availability (with any Suppressed Availability being included in each calculation of Availability pursuant to this clause (l)) was not less than \$40,000,000 for any period of three consecutive days during the six-month period ending on the date on which such Acquisition was consummated and is not projected to be less than \$40,000,000 during the six-month period immediately after consummation of such Acquisition (with such projected Availability to be determined by reference to the average projected Availability on the last day of each of the relevant six months), in each case on a pro forma basis which includes all consideration given in connection with such Acquisition, other than Capital Stock of the Borrower delivered to the seller(s) in such Acquisition, as having been paid in cash at the time of making such Acquisition; and

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(m) no Default exists or would result therefrom.

“Permitted Discretion” means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“Permitted Liens” is defined in Section 6.21.

“Permitted Mortgage Liens” means the collective reference to Liens described in Section 6.21(iii) and (v).

“Person” means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

“Petro” has the meaning specified in the preamble hereto.

“PHI” means Petro Holdings, Inc., a Minnesota corporation.

“Plan” means any employee pension benefit plan (as defined in Section 3(2) of ERISA), other than a Multiemployer Plan, subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and in respect of which any Loan Party or any member of the Controlled Group is (or, if such Plan were terminated, would under Section 4062 or Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Prime Rate” means a rate per annum equal to the prime rate of interest announced from time to time by Chase or its parent (which is not necessarily the lowest rate charged to any customer), changing when and as said prime rate changes.

“Projections” is defined in Section 6.1(d).

“Proposed Change” is defined in Section 8.3(d).

“Property” of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

“Pro Rata Share” means, with respect to any Lender, (a) with respect to Revolving Loans, LC Obligations, Non-Ratable Loans, Swingline loans or Overadvances, a portion equal to a fraction the numerator of which is such Lender’s Commitment and the denominator of which is the Aggregate Commitment, (b) with respect to Protective Advances or with respect to all Credit Extensions in the aggregate prior to the Facility Termination Date, a portion equal to a fraction the numerator of which is such Lender’s Commitment and the denominator of which is the Aggregate Commitment, and (c) with respect to Protective Advances or with respect to all Credit Extensions in the aggregate after the Facility Termination Date, a portion equal to a fraction the numerator of which is such Lender’s Credit Exposure and the denominator of which is the Aggregate Credit Exposure; provided that, in the case of Section 2.23 when a Defaulting Lender shall exist, any Defaulting Lender’s Commitment hereunder shall be disregarded for purposes of calculating a Lender’s Pro Rata Share.

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“Protective Advances” is defined in Section 2.1.4(a).

“Purchasers” is defined in Section 12.3(a).

“Qualified Keepwell Provider” means, in respect of any Swap Obligation, each Loan Party that, at the time the relevant guarantee (or grant of the relevant security interest, as applicable) becomes effective with respect to such Swap Obligation, has total assets exceeding \$10,000,000 or otherwise constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” with respect to such Swap Obligation at such time by entering into a keepwell pursuant to section 1a(18)(A)(v) (II) of the Commodity Exchange Act.

“Rate Management Obligations” of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Rate Management Transactions, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions.

“Rate Management Transaction” means any transaction (including any Commodity Hedging Agreement and any other agreement with respect thereto) now existing or hereafter entered by any Loan Party which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

“RCRA” is defined in Section 5.18(b).

“Reference Period” is defined in the definition of “Consolidated EBITDA”.

“Register” is defined in Section 12.3(d).

“Regulation D” means Regulation D of the Board as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board relating to reserve requirements applicable to member banks of the Federal Reserve System.

“Regulation U” means Regulation U of the Board as from time to time in effect and any successor or other regulation or official interpretation of said Board relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

“Reimbursement Obligations” means, at any time, the aggregate of all obligations of the Borrower then outstanding under Section 2.1.2 to reimburse the LC Issuer for amounts paid by the LC Issuer in respect of any one or more drawings under Facility LCs.

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“Reinvestment Deferred Amount” means with respect to any asset disposition, the aggregate Net Cash Proceeds received in connection therewith that are not applied to prepay the Obligations pursuant to Section 2.15(b)(i) as a result of the delivery of a Reinvestment Notice.

“Reinvestment Notice” means a written notice executed by the Borrower Representative stating that no Default or Unmatured Default has occurred and is continuing and that a Loan Party intends and expects to use all or a specified portion of the Net Cash Proceeds of an asset disposition to consummate a Permitted Acquisition and/or acquire assets useful in its business (other than current assets).

“Reinvestment Prepayment Amount” means with respect to any asset disposition, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to consummate Permitted Acquisitions and/or acquire assets useful in the Borrower’s business (other than current assets).

“Reinvestment Prepayment Date” means with respect to any asset disposition, the earlier of (a) the date occurring twelve months after such asset disposition and (b) the date on which a Loan Party shall have determined not to, or shall have otherwise ceased to, consummate Permitted Acquisitions and/or acquire assets useful in its business with all or any portion of the relevant Reinvestment Deferred Amount.

“Rentals” of a Person means the aggregate fixed amounts payable by such Person under any Operating Lease.

“Reorganization” means, with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

“Reportable Event” means a “reportable event” as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Plan, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within thirty days of the occurrence of such event, provided, however, that a failure to meet the minimum funding standards of Sections 412 and 430 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(d) of the Code.

“Reports” means reports prepared by Chase or another Person showing the results of appraisals, field examinations or audits pertaining to the Borrower’s assets from information furnished by or on behalf of the Borrower, after Chase has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by Chase.

“Required Lenders” means Lenders in the aggregate having at least a majority of the Aggregate Commitment or, if the Aggregate Commitment has been terminated, Lenders in the aggregate holding at least a majority of the Aggregate Credit Exposure.

“Reserves” means any and all reserves which the Agent deems necessary, in its Permitted Discretion, to maintain (including, without limitation, reserves for accrued and unpaid interest on the Secured Obligations, volatility reserves (including reserves for amounts owing with respect

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to obligations of the Loan Parties in respect of any Commodity Hedging Agreements that are secured by the Collateral), reserves for rent and usage fees at storage depots and other locations leased by any Loan Party and for consignee's, warehousemen's and bailee's charges, reserves for dilution of Accounts, reserves for Inventory shrinkage, reserves for customs charges and shipping charges related to any Inventory in transit, reserves for contingent liabilities of any Loan Party, reserves for uninsured losses of any Loan Party, reserves for through-put fees and reserves for taxes, fees, assessments, and other governmental charges) with respect to the Collateral or any Loan Party.

"Revolving Loans" means the revolving loans extended by the Lenders to the Borrower pursuant to Section 2.1.1 hereof.

"Risk-Based Capital Guidelines" is defined in Section 3.2.

"S&P" means Standard and Poor's Ratings Services, a division of The McGraw Hill Companies, Inc.

"Sale and Leaseback Transaction" means any sale or other transfer of Property by any Person with the intent to lease such Property as lessee.

"Schedule" refers to a specific schedule to this Agreement, unless another document is specifically referenced.

"Seasonal Availability Notice" means a written notice requesting an increase in the Aggregate Commitments during a Seasonal Availability Period given by the Borrower at least three Business Days prior to the proposed effective date of such increase specifying (i) the first day and length of such period and (ii) the amount of the requested increase in the Aggregate Commitments during such period, provided that (i) the Borrower may not deliver any Seasonal Availability Notice if a Default or Event of Default shall have then occurred and be continuing, (ii) the Borrower may not make more than three (3) such increase requests during each Seasonal Availability Period, (iii) each such increase shall be in increments of no less than \$25,000,000 and (iv) in the event that the Aggregate Commitments are reduced during a Seasonal Availability Period pursuant to the terms hereof, the Aggregate Commitments may not be increased further pursuant to a Seasonal Availability Notice during such Seasonal Availability Period.

"Seasonal Availability Period" means, until the Facility Termination Date, any period of up to five consecutive months during the period from December 1 of each year through April 30 of the following year, which period may be initiated by a Seasonal Availability Notice. The Seasonal Availability Period may be terminated early by written notice to such effect by the Borrower to the Agent at least three Business Days prior to the effective date of such termination.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Secured Obligations" means, collectively, (a) the Obligations and (b) all obligations of the Loan Parties in respect of any Commodity Hedging Agreements owing to any Person that is a Lender or an Affiliate of a Lender at the time such agreement is entered into and (c) to the extent

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permitted under applicable debt agreements, Banking Services and Rate Management Transactions (other than Commodity Hedging Agreements) owing to any Person that is a Lender or an Affiliate of a Lender at the time such agreement is entered into.

“Security Agreement” means that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof, between the Loan Parties and the Agent, for the benefit of the Agent and the Lenders, and any other pledge or security agreement entered into after the Effective Date by any other Loan Party (as required by this Agreement or any other Loan Document), or any other Person, as the same may be amended, restated or otherwise modified from time to time.

“Settlement” is defined in Section 2.19.

“Settlement Date” is defined in Section 2.19.

“Single Employer Plan” means a Plan maintained by the Parent or any member of the Controlled Group for employees of the Parent or any member of the Controlled Group.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Agent is subject with respect to the Eurodollar Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Subordinated Indebtedness” of a Person means any Indebtedness of such Person the payment of which is subordinated to payment of the Secured Obligations to the written satisfaction of the Agent in its Permitted Discretion.

“Subsidiary” of a Person means, subject to the following sentence, any corporation, partnership, limited liability company, association, joint venture or similar business organization more than 50% of the outstanding Capital Stock having ordinary voting power of which shall at the time be owned or controlled by such Person. Unless otherwise expressly provided, all references herein to a “Subsidiary” shall mean a subsidiary of the Borrower other than an Unrestricted Subsidiary (provided that all references to a “Subsidiary” in Sections 6.1(a), (b) and (c) shall mean each subsidiary of the Borrower).

“Substantial Portion” means Property which represents more than 10% of the consolidated assets of the Parent and its Subsidiaries or property which is responsible for more than 10% of the consolidated net sales or of the Consolidated EBITDA of the Parent and its Subsidiaries, in each case, as would be shown in the consolidated financial statements of the Parent and its Subsidiaries as at the beginning of the twelve-month period ending with the month

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in which such determination is made (or if financial statements have not been delivered hereunder for that month which begins the twelve-month period, then the financial statements delivered hereunder for the quarter ending immediately prior to that month).

“Supporting Letter of Credit” is defined in Section 2.1.2(l).

“Suppressed Availability” means the amount of excess, if any, of the amount of the Borrowing Base over the Aggregate Commitment.

“Swap” means any agreement, contract, or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Obligation” means, with respect to any Person, any obligation to pay or perform under any Swap.

“Swingline Exposure” is defined in Section 2.23(c).

“Swingline Loan” means a Loan made pursuant to Section 2.1.4(b).

“Taxes” means any and all present or future taxes, duties, levies, imposts, deductions, charges, assessments, fees or withholdings (including backup withholding), now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, and any and all liabilities with respect to the foregoing (including any interest, additions to tax or penalties applicable thereto).

“Trademarks” shall have the meaning given to such term in the Security Agreement.

“Transferee” is defined in Section 12.4.

“Type” means, with respect to any Advance, its nature as a Floating Rate Advance or a Eurodollar Advance and with respect to any Loan, its nature as a Floating Rate Loan or a Eurodollar Loan.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

“Unliquidated Secured Obligations” means, at any time, any Secured Obligations (or portion thereof) that is contingent in nature or unliquidated at such time, including any Secured Obligation that is: (i) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (ii) any other obligation (including any guarantee) that is contingent in nature at such time; or (iii) an obligation to provide collateral to secure any of the foregoing types of obligations.

“Unmatured Default” means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

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“Unrestricted Subsidiary” means any subsidiary of the Borrower that is designated as such by the board of directors of the Borrower; provided that (i) the board of directors of the Borrower shall only be permitted to so designate a subsidiary acquired or organized after April 6, 2012 as an Unrestricted Subsidiary, (ii) any such designation shall be made substantially concurrently with the acquisition or organization of such subsidiary and any Investments made in such subsidiary by the Borrower and its Subsidiaries shall be treated as Investments in an Unrestricted Subsidiary and (iii) immediately after giving effect to any such designation there exists no Default or Event of Default. Subject to the foregoing, the board of directors of the Borrower may designate an Unrestricted Subsidiary to be a Subsidiary; provided that no Unrestricted Subsidiary that has been designated as a Subsidiary may again be designated as an Unrestricted Subsidiary.

“Unused Commitment Fee” is defined in Section 2.10(a).

“U.S.” means the United States of America.

“Wholly-Owned Subsidiary” of a Person means, any Subsidiary all of the outstanding Capital Stock of which shall at the time be owned or controlled, directly or indirectly, by such Person or one or more Wholly-Owned Subsidiaries of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

1.2. Accounting Terms: GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that if the Borrower notifies the Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of any Loan Party at “fair value”, as defined therein.



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## ARTICLE II

### THE FACILITY

2.1. The Facility. Each Lender severally agrees, on the terms and conditions set forth in this Agreement, to (a) make Loans to the Borrower as set forth below and (b) participate in Facility LCs issued upon the request of the Borrower, provided that, after giving effect to the making of each such Loan and the issuance of each such Facility LC, such Lender's Credit Exposure shall not exceed its Commitment; provided further, that the Aggregate Credit Exposure shall not exceed the Aggregate Commitment. The LC Issuer will issue Facility LCs hereunder on the terms and conditions set forth in Section 2.1.2. The Facility shall be composed of Revolving Loans, Non-Ratable Loans, Protective Advances, Swingline Loans, Overadvances and Facility LCs as set forth below:

#### 2.1.1. Revolving Loans.

(a) Amount. From and including the Effective Date and prior to the Facility Termination Date, each Lender severally agrees, on the terms and conditions set forth in this Agreement, to make revolving loans (the "Revolving Loans") to the Borrower Representative on behalf of the applicable Borrower and participate in Facility LCs issued for the account of the Borrower as set forth in Section 2.1.2 below, in aggregate amounts that will not result in (i) such Lender's Credit Exposure exceeding its Commitment or (ii) the Aggregate Credit Exposure exceeding the lesser of (x) the Aggregate Commitment or (y) the Borrowing Base, subject to the Agent's authority, in its sole discretion, to make Protective Advances and Overadvances pursuant to the terms of Section 2.1.4. The Revolving Loans may consist of Floating Rate Advances or Eurodollar Advances, or a combination thereof, selected by the Borrower Representative in accordance with Sections 2.1.1(b) and 2.7. Subject to the terms of this Agreement, the Borrower may borrow, repay and reborrow Revolving Loans at any time prior to the Facility Termination Date. The Commitments to extend credit under this Section 2.1.1(a) shall expire on the Facility Termination Date.

(b) Borrowing Procedures. The Borrower Representative shall select the Type of Advance and, in the case of each Eurodollar Advance, the Interest Period applicable thereto, from time to time. The Borrower Representative shall give the Agent irrevocable notice in the form of Exhibit A (a "Borrowing Notice") not later than 10:00 a.m. (Chicago time) on the Borrowing Date of each Floating Rate Advance and three Business Days before the Borrowing Date for each Eurodollar Advance, specifying: (1) the name of the applicable Borrower, (2) the Borrowing Date, which shall be a Business Day, of such Advance, (3) the aggregate amount of such Advance, (4) the Type of Advance selected; provided that, if the Borrower Representative fails to specify the Type of Advance requested, such request shall be deemed a request for a Floating Rate Advance; and (5) the duration of the Interest Period if the Type of Advance requested is a Eurodollar Advance; provided that, if the Borrower Representative fails to select the duration of the Interest Period for the requested Eurodollar Advance, the Borrower Representative shall be deemed to have requested on behalf of the applicable Borrower that such Eurodollar Advance be made with an Interest Period of one month.

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(c) The Agent's Election. Promptly after receipt of a Borrowing Notice (or telephonic notice in lieu thereof) of a requested Floating Rate Advance, the Agent shall elect in its discretion to have the terms of Section 2.1.1(d) (pro rata advance by all Lenders), Section 2.1.3 (advance by the Agent, in the form of a Non-Ratable Loan, on behalf of the Lenders) or Section 2.1.4(b) (Swingline Loans) apply to such requested Advance.

(d) Pro Rata Advance. Unless the Agent elects to have the terms of Section 2.1.3 or Section 2.1.4(b) apply to a requested Floating Rate Advance or if a requested Advance is for a Eurodollar Advance, then promptly after receipt of a Borrowing Notice or telephonic notice in lieu thereof as permitted by Section 2.8, the Agent shall notify the Lenders by telecopy, telephone, or e-mail of the requested Advance. Not later than noon (Chicago time) on each Borrowing Date, each Lender shall make available its Revolving Loan in funds immediately available in Chicago to the Agent and the Agent will make the funds so received from the Lenders available to the Borrower Representative at the Funding Account as set forth in Section 2.5.

#### 2.1.2. Facility LCs.

(a) Issuance. The LC Issuer hereby agrees, on the terms and conditions set forth in this Agreement, to issue to the Borrower standby and commercial Letters of Credit (each, and each Existing Letter of Credit, a "Facility LC") and to renew, extend, increase, decrease or otherwise modify each Facility LC ("Modify," and each such action a "Modification"), from time to time from and including the Effective Date and prior to the Facility Termination Date upon the request of the Borrower Representative for the account of the applicable Borrower; provided that, the maximum face amount of the Facility LC to be issued or Modified does not exceed the lesser of (i) an amount equal to \$100,000,000 minus the sum of (1) the aggregate undrawn amount of all outstanding Facility LCs at such time plus, without duplication, (2) the aggregate unpaid Reimbursement Obligations with respect to all Facility LCs outstanding at such time and (ii) Availability. On the Effective Date, each Existing Letter of Credit shall be deemed to be a Facility LC issued hereunder for the account of the applicable Borrower. No Facility LC (or any renewal thereof) shall have an expiry date later than the earlier of (x) the fifth (5<sup>th</sup>) Business Day prior to the Facility Termination Date and (y) one year after its issuance; provided that any Letter of Credit with a one-year tenor may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (x) above).

(b) Participations. Upon the issuance or Modification by the LC Issuer of a Facility LC in accordance with this Section 2.1.2, the LC Issuer shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably sold to each Lender, and each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the LC Issuer, a participation in such Facility LC (and each Modification thereof) and the related LC Obligations in proportion to its Pro Rata Share.

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(c) Notice. Subject to Section 2.1.2(a), the Borrower Representative, on behalf of the applicable Borrower, shall give the LC Issuer notice prior to 10:00 a.m. (Chicago time) at least three Business Days prior to the proposed date of issuance or Modification of each Facility LC, specifying the beneficiary, the proposed date of issuance (or Modification) and the expiry date of such Facility LC, and describing the proposed terms of such Facility LC and the nature of the transactions proposed to be supported thereby. Upon receipt of such notice, the LC Issuer shall promptly notify the Agent, and the Agent shall promptly notify each Lender, of the contents thereof and of the amount of such Lender's participation in such proposed Facility LC. The issuance or Modification by the LC Issuer of any Facility LC shall, in addition to the conditions precedent set forth in Article IV (the satisfaction of which the LC Issuer shall have no duty to ascertain), be subject to the conditions precedent that such Facility LC shall be reasonably satisfactory to the LC Issuer and that the applicable Borrower shall have executed and delivered such application agreement and/or such other instruments and agreements relating to such Facility LC as the LC Issuer shall have reasonably requested (each, a "Facility LC Application"). In the event of any conflict between the terms of this Agreement and the terms of any Facility LC Application, the terms of this Agreement shall control.

(d) Administration; Reimbursement by Lenders. Upon receipt from the beneficiary of any Facility LC of any demand for payment under such Facility LC, the LC Issuer shall notify the Agent and the Agent shall promptly notify the Borrower Representative and each other Lender as to the amount to be paid by the LC Issuer as a result of such demand and the proposed payment date (the "LC Payment Date"). The responsibility of the LC Issuer to the Borrower Representative, the Borrower and each Lender shall be only to determine that the documents (including each demand for payment) delivered under each Facility LC in connection with such presentment shall be in conformity in all material respects with such Facility LC. The LC Issuer shall endeavor to exercise the same care in the issuance and administration of the Facility LCs as it does with respect to letters of credit in which no participations are granted, it being understood that in the absence of any gross negligence or willful misconduct by the LC Issuer, each Lender shall be unconditionally and irrevocably liable without regard to the occurrence of any Default or any condition precedent whatsoever, to reimburse the LC Issuer on demand for (i) such Lender's Pro Rata Share of the amount of each payment made by the LC Issuer under each Facility LC to the extent such amount is not reimbursed by the Borrower pursuant to Section 2.1.2(e) below, *plus* (ii) interest on the foregoing amount to be reimbursed by such Lender, for each day from the date of the LC Issuer's demand for such reimbursement (or, if such demand is made after 11:00 a.m. (Chicago time) on such date, from the next succeeding Business Day) to the date on which such Lender pays the amount to be reimbursed by it, at a rate of interest per annum equal to the Federal Funds Effective Rate for the first three days and, thereafter, at a rate of interest equal to the rate applicable to Floating Rate Advances.

(e) Reimbursement by Borrower. The Borrower shall be irrevocably and unconditionally obligated to reimburse the LC Issuer on or before the applicable LC Payment Date for any amounts to be paid by the LC Issuer upon any drawing under any Facility LC, without presentment, demand, protest or other formalities of any kind; provided that, neither the Borrower nor any Lender shall hereby be precluded from

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asserting any claim for direct (but not consequential) damages suffered by the Borrower or such Lender to the extent, but only to the extent, caused by (i) the willful misconduct or gross negligence of the LC Issuer in determining whether a request presented under any Facility LC issued by it complied with the terms of such Facility LC or (ii) the LC Issuer's failure to pay under any Facility LC issued by it after the presentation to it of a request strictly complying with the terms and conditions of such Facility LC. All such amounts paid by the LC Issuer and remaining unpaid by the Borrower shall bear interest, payable on demand, for each day until paid at a rate per annum equal to (x) the rate applicable to Floating Rate Advances for such day if such day falls on or before the applicable LC Payment Date and (y) the sum of 2% *plus* the rate applicable to Floating Rate Advances for such day if such day falls after such LC Payment Date. The LC Issuer will pay to each Lender ratably in accordance with its Pro Rata Share all amounts received by it from the Borrower for application in payment, in whole or in part, of the Reimbursement Obligation in respect of any Facility LC issued by the LC Issuer, but only to the extent such Lender has made payment to the LC Issuer in respect of such Facility LC pursuant to Section 2.1.2(d). Subject to the terms and conditions of this Agreement (including without limitation the submission of a Borrowing Notice in compliance with Section 2.1.1(b) and the satisfaction of the applicable conditions precedent set forth in Article IV), the Borrower Representative may request an Advance hereunder on behalf of the applicable Borrower for the purpose of satisfying any Reimbursement Obligation.

(f) Obligations Absolute. The Borrower's obligations under this Section 2.1.2 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Borrower may have or have had against the LC Issuer, any Lender or any beneficiary of a Facility LC. The Borrower further agrees with the LC Issuer and the Lenders that the LC Issuer and the Lenders shall not be responsible for, and the Borrower's Reimbursement Obligation in respect of any Facility LC shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, fraudulent or forged, or any dispute between or among the Borrower, any of its Affiliates, the beneficiary of any Facility LC or any financing institution or other party to whom any Facility LC may be transferred or any claims or defenses whatsoever of the Borrower or of any of its Affiliates against the beneficiary of any Facility LC or any such transferee. The LC Issuer shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Facility LC. The Borrower agrees that any action taken or omitted by the LC Issuer or any Lender under or in connection with each Facility LC and the related drafts and documents, if done without gross negligence or willful misconduct, shall be binding upon the Borrower and shall not put the LC Issuer or any Lender under any liability to the Borrower. Nothing in this Section 2.1.2(f) is intended to limit the right of the Borrower to make a claim against the LC Issuer for damages as contemplated by the proviso to the first sentence of Section 2.1.2(e).

(g) Actions of LC Issuer. The LC Issuer shall be entitled to rely, and shall be fully protected in relying, upon any Facility LC, draft, writing, resolution, notice,

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consent, certificate, affidavit, letter, cablegram, telegram, teletype message, statement, order or other document believed by it (in its Permitted Discretion) to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by the LC Issuer. The LC Issuer shall be fully justified in failing or refusing to take any action under this Agreement unless it shall first have received such advice or concurrence of the Required Lenders as it reasonably deems appropriate or it shall first be indemnified to its reasonable satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Notwithstanding any other provision of this Section 2.1.2, the LC Issuer shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon the Lenders and any future holders of a participation in any Facility LC.

(h) Indemnification. The Borrower hereby agrees to indemnify and hold harmless each Lender, the LC Issuer and the Agent, and their respective directors, officers, agents and employees from and against any and all claims and damages, losses, liabilities, costs or expenses which such Lender, the LC Issuer or the Agent may incur (or which may be claimed against such Lender, the LC Issuer or the Agent by any Person whatsoever) by reason of or in connection with the issuance, execution and delivery or transfer of or payment or failure to pay under any Facility LC or any actual or proposed use of any Facility LC, including, without limitation, any claims, damages, losses, liabilities, costs or expenses which the LC Issuer may incur by reason of or in connection with (i) the failure of any other Lender to fulfill or comply with its obligations to the LC Issuer hereunder (but nothing herein contained shall affect any rights the Borrower may have against any Defaulting Lender) or (ii) by reason of or on account of the LC Issuer issuing any Facility LC which specifies that the term "Beneficiary" included therein includes any successor by operation of law of the named Beneficiary, but which Facility LC does not require that any drawing by any such successor Beneficiary be accompanied by a copy of a legal document, satisfactory to the LC Issuer (in its Permitted Discretion), evidencing the appointment of such successor Beneficiary; provided that, the Borrower shall not be required to indemnify any Lender, the LC Issuer or the Agent for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by (x) the willful misconduct or gross negligence of the LC Issuer in determining whether a request presented under any Facility LC complied with the terms of such Facility LC or (y) the LC Issuer's failure to pay under any Facility LC after the presentation to it of a request strictly complying with the terms and conditions of such Facility LC. Nothing in this Section 2.1.2(h) is intended to limit the obligations of the Borrower under any other provision of this Agreement.

(i) Lenders' Indemnification. Each Lender shall, ratably in accordance with its Pro Rata Share, indemnify the LC Issuer, its Affiliates and their respective directors, officers, agents and employees (to the extent not reimbursed by the Borrower) against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such indemnitees' gross negligence or willful misconduct or the LC Issuer's failure to pay under any Facility LC after the

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presentation to it of a request strictly complying with the terms and conditions of the Facility LC) that such indemnitees may suffer or incur in connection with this Section 2.1.2 or any action taken or omitted by such indemnitees hereunder.

(j) Facility LC Collateral Account. The Borrower agrees that it will, upon the request of the Agent or the Required Lenders and until the final expiration date of any Facility LC and thereafter as long as any amount is payable to the LC Issuer or the Lenders in respect of any Facility LC, maintain a special collateral account pursuant to arrangements satisfactory to the Agent in its Permitted Discretion (the "Facility LC Collateral Account") at the Agent's office at the address specified pursuant to Article XIII, in the name of the Borrower but under the sole dominion and control of the Agent, for the benefit of the Lenders and in which the Borrower shall have no interest other than as set forth in Section 8.1. Nothing in this Section 2.1.2(j) shall either obligate the Agent to require the Borrower to deposit any funds in the Facility LC Collateral Account or limit the right of the Agent to release any funds held in the Facility LC Collateral Account in each case other than as required by Section 8.1. The Borrower hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lenders and the LC Issuer, a security interest in all of the Borrower's right, title and interest in and to all funds which may from time to time be on deposit in the Facility LC Collateral Account to secure the prompt and complete payment and performance of the Secured Obligations. The Agent will invest any funds on deposit from time to time in the Facility LC Collateral Account in certificates of deposit of Chase having a maturity not exceeding thirty days.

(k) Rights as a Lender. In its capacity as a Lender, the LC Issuer shall have the same rights and obligations as any other Lender.

(l) Termination of the Facility. If, notwithstanding the provisions of this Section 2.1.2, any Facility LC is outstanding upon the earlier of (x) the termination of this Agreement and (y) the Facility Termination Date, then upon such termination the Borrower shall deposit with the Agent, for the benefit of the Agent and the Lenders, with respect to all LC Obligations, as the Agent in its discretion shall specify, either (i) a standby letter of credit (a "Supporting Letter of Credit"), in form and substance satisfactory to the Agent (in its Permitted Discretion), issued by an issuer satisfactory to the Agent (in its Permitted Discretion), in a stated amount equal to 105% of the difference of (x) the amount of LC Obligations at such time, less (y) the amount on deposit in the Facility LC Collateral Account at such time which is free and clear of all rights and claims of third parties and has not been applied against the Obligations (such difference, the "Collateral Shortfall Amount"), under which Supporting Letter of Credit the Agent is entitled to draw amounts necessary to reimburse the Agent, the LC Issuer and the Lenders for payments to be made by the Agent, the LC Issuer and the Lenders under any such Facility LC and any fees and expenses associated with such Facility LC, or (ii) cash, in immediately available funds, in an amount equal to 105% of the Collateral Shortfall Amount to be held in the Facility LC Collateral Account. Such Supporting Letter of Credit or deposit of cash shall be held by the Agent, for the benefit of the Agent and the Lenders, as security for, and to provide for the payment of, the aggregate undrawn amount of such Facility LC remaining outstanding.

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2.1.3. Non-Ratable Loans. Subject to the restrictions set forth in Section 2.1.1(a), the Agent may elect to have the terms of this Section 2.1.3 apply to any requested Floating Rate Advance and Chase shall thereafter make an Advance, on behalf of the Lenders and in the amount requested, available to the Borrower on the applicable Borrowing Date by transferring same day funds to the Funding Account. Each Advance made solely by the Agent pursuant to this Section 2.1.3 is referred to in this Agreement as a “Non-Ratable Loan,” and such Advances are referred to as the “Non-Ratable Loans.” Each Non-Ratable Loan shall be subject to all the terms and conditions applicable to other Advances funded by the Lenders, except that all payments thereon shall be payable to Chase solely for its own account. The aggregate amount of Non-Ratable Loans outstanding at any time shall not exceed \$20,000,000. The Agent shall not make any Non-Ratable Loan if the requested Non-Ratable Loan exceeds Availability (before giving effect to such Non-Ratable Loan). Non-Ratable Loans may be made even if a Default or Unmatured Default exists, but may not be made if the conditions precedent set forth in Section 4.2 (other than Section 4.2(a)) have not been satisfied. The Non-Ratable Loans shall be secured by the Liens granted to the Agent in and to the Collateral and shall constitute Obligations hereunder. All Non-Ratable Loans shall be Floating Rate Advances and are subject to the settlement provisions set forth in Section 2.19.

2.1.4. Protective Advances, Swingline Loans and Overadvances.

(a) Protective Advances. Subject to the limitations set forth below, the Agent is authorized by the Borrower and the Lenders, from time to time in the Agent’s sole discretion (but shall have absolutely no obligation to), to make Advances, on behalf of all Lenders, in an aggregate amount outstanding at any time that, when added to the aggregate amount of Overadvances outstanding at such time, does not exceed 5% of the Aggregate Commitment at such time, which the Agent, in its Permitted Discretion, deems necessary or desirable (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (iii) to pay any other amount chargeable to or required to be paid by the Borrower pursuant to the terms of this Agreement, including costs, fees, and expenses as described in Section 9.6 (any of such Advances are herein referred to as “Protective Advances”); provided that, no Protective Advance shall cause the Aggregate Credit Exposure to exceed the Aggregate Commitment. Protective Advances may be made even if the conditions precedent set forth in Section 4.2 have not been satisfied. The Protective Advances shall be secured by the Liens in favor of the Agent in and to the Collateral and shall constitute Obligations hereunder. All Protective Advances shall be Floating Rate Advances, shall bear interest at the default rate set forth in Section 2.12 and shall be payable on the earlier of demand or the Facility Termination Date. The Required Lenders may at any time revoke the Agent’s authorization to make Protective Advances. Any such revocation must be in writing and shall become effective prospectively upon the Agent’s receipt thereof. At any time that there is sufficient Availability and the conditions precedent set forth in Section 4.2 have been satisfied, the Agent may request the Lenders to make a Revolving Loan to repay a Protective Advance. At any other time the Agent may require the Lenders to fund their risk participations described in Section 2.2.

(b) Swingline Loans. Subject to the terms and conditions set forth herein, the Agent is authorized by the Borrower and the Lenders, from time to time in the Agent's sole discretion (but shall have absolutely no obligation to), to make Swingline Loans, on behalf of all Lenders, in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans exceeding \$30,000,000 or (ii) the Aggregate Credit Exposure exceeding the lesser of the (x) Aggregate Commitment and (y) the Borrowing Base; provided that the Agent shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans. To request a Swingline Loan, the Borrower shall notify the Agent of such request by telephone (confirmed by facsimile), not later than 11:00 a.m., Chicago time, on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. The Agent shall make each Swingline Loan available to the Borrower by means of a credit to the Funding Account (or, in the case of a Swingline Loan made to finance the reimbursement of a Facility LC as provided in Section 2.1.2(e), by remittance to the LC Issuer, and in the case of repayment of another Loan or fees or expenses as provided herein, by remittance to the Agent to be distributed to the Lenders) by 2:00 p.m., Chicago time, on the requested date of such Swingline Loan. All Swingline loans shall be Floating Rate Advances, shall bear interest at the default rate set forth in Section 2.12 and shall be payable on the earlier of demand or the Facility Termination Date.

The Agent may require the Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. In such event, the Agent shall give the Lenders notice, specifying the aggregate amount of Swingline Loans in which Lenders will participate, as well as each Lender's Pro Rata Share of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Agent such Lender's Pro Rata Share of such Swingline Loan or Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by transfer of immediately available funds, in the same manner as provided in Section 2.1.1(d) (and Section 2.1.1(d) shall apply, mutatis mutandis, to the payment obligations of the Lenders). Any amounts received by the Agent from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Agent of the proceeds of a sale of participations therein shall be promptly remitted by the Agent to the Lenders that shall have made their payments pursuant to this paragraph or retained by the Agent, as their interests may appear; provided that any such payment so remitted shall be repaid to the Agent if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.



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(c) Overadvances. Any provision of this Agreement to the contrary notwithstanding, at the request of the Borrower Representative on behalf of the Borrower, the Agent may in its sole discretion (but shall have absolutely no obligation to), make Advances to the Borrower Representative (for the account of the Borrower), on behalf of the Lenders, in amounts that exceed Availability (any such excess Advances are herein referred to collectively as "Overadvances"); provided that, (i) no such event or occurrence shall cause or constitute a waiver of the Agent's or Lenders' right to refuse to make any further Swingline Loans, Overadvances, Revolving Loans or Non-Ratable Loans, or issue Facility LCs, as the case may be, at any time that an Overadvance exists, (ii) no Overadvance shall result in a Default or Unmatured Default due to the Borrower's failure to comply with Section 2.1.1(a) for so long as the Agent permits such Overadvance to remain outstanding, but solely with respect to the amount of such Overadvance and (iii) the aggregate amount of Overadvances outstanding at any time, when added to the aggregate amount of Protective Advances outstanding at such time, shall not exceed 5% of the Aggregate Commitment at such time. In addition, Overadvances may be made even if a Default or Unmatured Default exists, but may not be made if the conditions precedent set forth in Section 4.2 have not been satisfied (other than the condition regarding Availability and other than Section 4.2(a)). All Overadvances shall constitute Floating Rate Advances, shall bear interest at the default rate set forth in Section 2.12, shall be payable on the earlier of demand or the Facility Termination Date and are subject to the settlement provisions set forth in Section 2.19. The authority of the Agent to make Overadvances is limited to an aggregate amount not to exceed 5% of the Borrowing Base at any time, no Overadvance may remain outstanding for more than thirty days and no Overadvance shall cause any Lender's Credit Exposure to exceed its Commitment or the Aggregate Credit Exposure to exceed the Aggregate Commitment; provided that, the Required Lenders may at any time revoke the Agent's authorization to make Overadvances. Any such revocation must be in writing and shall become effective prospectively upon the Agent's receipt thereof.

2.2. Ratable Loans; Risk Participation. Except as otherwise provided below, each Advance made in connection with a Revolving Loan shall consist of Loans made by each Lender in an amount equal to such Lender's Pro Rata Share. Upon the making of an Advance by the Agent in connection with a Non-Ratable Loan, a Swingline Loan, an Overadvance or a Protective Advance (whether before or after the occurrence of a Default or an Unmatured Default and regardless of whether the Agent has requested a Settlement with respect to such Non-Ratable Loan, Swingline Loan, Overadvance or Protective Advance), the Agent shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably sold to each Lender and each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Agent, without recourse or warranty, an undivided interest and participation in such Non-Ratable Loan, Swingline Loan, Overadvance or Protective Advance in proportion to its Pro Rata Share of the Aggregate Commitment. From and after the date, if any, on which any Lender is required to fund its participation in any Non-Ratable Loan, Swingline Loan, Overadvance or Protective Advance purchased hereunder, the Agent shall promptly distribute to such Lender, such Lender's Pro Rata Share of all payments of principal and interest and all proceeds of Collateral received by the Agent in respect of such Loan.

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2.3. Payment of the Obligations. The Borrower shall repay the outstanding principal balance of the Loans, together with all other Obligations, including all accrued and unpaid interest thereon, on the Facility Termination Date.

2.4. Minimum Amount of Each Advance. Each Eurodollar Advance shall be in the minimum amount of \$5,000,000 and in multiples of \$1,000,000 if in excess thereof. Floating Rate Advances may be in any amount.

2.5. Funding Account. The Borrower Representative shall deliver to the Agent, on the Effective Date, a notice setting forth the deposit account of the Borrower Representative (the "Funding Account") to which the Agent is authorized by the Borrower to transfer the proceeds of any Advances requested pursuant to this Agreement. The Borrower Representative may designate a replacement Funding Account from time to time by written notice to the Agent. Any designation by the Borrower Representative of the Funding Account must be reasonably acceptable to the Agent.

2.6. Reliance Upon Authority; No Liability. The Agent is entitled to rely conclusively on any individual's request for Advances hereunder, so long as the proceeds thereof are to be transferred to the Funding Account. The Agent shall have no duty to verify the identity of any individual representing himself or herself as a person authorized by the Borrower to make such requests on their behalf. The Agent shall not incur any liability to the Borrower as a result of acting upon any notice referred to in Section 2.1 which the Agent reasonably believes to have been given by an officer or other person duly authorized by the Borrower to request Advances on their behalf or for otherwise acting under this Agreement. The crediting of Advances to the Funding Account shall conclusively establish the obligation of the Borrower to repay such Advances as provided herein.

2.7. Conversion and Continuation of Outstanding Advances. Floating Rate Advances shall continue as Floating Rate Advances unless and until such Floating Rate Advances are converted into Eurodollar Advances pursuant to this Section 2.7 or are repaid in accordance with this Agreement. Each Eurodollar Advance shall continue as a Eurodollar Advance until the end of the then applicable Interest Period therefor, at which time such Eurodollar Advance shall be automatically converted into a Floating Rate Advance unless (x) such Eurodollar Advance is or was repaid in accordance with this Agreement or (y) the Borrower Representative shall have given the Agent a Conversion/Continuation Notice (as defined below) requesting that, at the end of such Interest Period, such Eurodollar Advance continue as a Eurodollar Advance for the same or another Interest Period. Subject to the terms of Section 2.4, the Borrower Representative may elect from time to time to convert all or any part of a Floating Rate Advance into a Eurodollar Advance on behalf of the applicable Borrower. The Borrower Representative shall give the Agent irrevocable notice in the form of Exhibit B (a "Conversion/Continuation Notice") of each conversion of a Floating Rate Advance into a Eurodollar Advance or continuation of a Eurodollar Advance not later than 10:00 a.m. (Chicago time) at least three Business Days prior to the date of the requested conversion or continuation, specifying (i) the requested date, which shall be a Business Day, of such conversion or continuation, (ii) the aggregate amount and Type of the Advance which is to be converted or continued, and (iii) the amount of such Advance which is to be converted into or continued as a Eurodollar Advance and the duration of the Interest Period applicable thereto.

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2.8. Telephonic Notices. The Borrower hereby authorizes the Lenders and the Agent to extend, convert or continue Advances, effect selections of Types of Advances and to transfer funds based on telephonic notices made by any person or persons the Agent or any Lender in good faith believes to be acting on behalf of the Borrower Representative, it being understood that the foregoing authorization is specifically intended to allow Borrowing Notices and Conversion/Continuation Notices to be given telephonically. The Borrower Representative agrees to deliver promptly to the Agent a written confirmation, if such confirmation is requested by the Agent or any Lender, of each telephonic notice signed by an Authorized Officer of the Borrower Representative. If the written confirmation differs in any material respect from the action taken by the Agent and the Lenders, the records of the Agent and the Lenders shall govern absent manifest error.

2.9. Notification of Advances, Interest Rates and Repayments. Promptly after receipt thereof, the Agent will notify each Lender of the contents of each Borrowing Notice, Conversion/Continuation Notice, and repayment notice received by it hereunder. Promptly after notice from the LC Issuer, the Agent will notify each Lender of the contents of each request for issuance of a Facility LC hereunder or any Modification. The Agent will notify each Lender of the interest rate applicable to each Eurodollar Advance promptly upon determination of such interest rate and will give each Lender prompt notice of each change in the Alternate Base Rate.

2.10. Fees.

(a) Unused Commitment Fee. The Borrower agrees to pay to the Agent, for the account of each Lender in accordance with such Lender's Pro Rata Share, an unused commitment fee at a per annum rate equal to the Applicable Fee Rate on the average daily Available Commitment, such fee to be payable in arrears on each Payment Date hereafter and on the Facility Termination Date (the "Unused Commitment Fee").

(b) LC Fees. The Borrower shall pay to the Agent, for the account of the Lenders ratably in accordance with their respective Pro Rata Shares, a letter of credit fee at a per annum rate equal to the Applicable Margin for Eurodollar Loans in effect from time to time on the average daily undrawn stated amount under each Facility LC, such fee to be payable in arrears on each Payment Date (the "LC Fee"). The Borrower shall also pay to the LC Issuer for its own account (x) a fronting fee of 0.125% per annum of the face amount of the Facility LC, based on average daily undrawn amounts under each Facility LC and payable in arrears on each Payment Date, and (y) documentary and processing charges in connection with the issuance or Modification of and draws under Facility LCs in accordance with the LC Issuer's standard schedule for such charges as in effect from time to time.

(c) Agent and Arranger Fees. The Borrower agrees to pay all fees and expenses payable to the Agent, Arrangers and Lenders.

2.11. Interest Rates. Each Floating Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is automatically converted from a Eurodollar Advance into a Floating Rate Advance pursuant to Section 2.7, to but excluding the date it is paid or is converted into a Eurodollar Advance

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pursuant to Section 2.7 hereof, at a rate per annum equal to the Floating Rate for such day. Changes in the rate of interest on that portion of any Advance maintained as a Floating Rate Advance will take effect simultaneously with each change in the Alternate Base Rate. Each Eurodollar Advance shall bear interest on the outstanding principal amount thereof from and including the first day of the Interest Period applicable thereto to (but not including) the last day of such Interest Period at the interest rate determined by the Agent as applicable to such Eurodollar Advance based upon the Borrower Representative's selections under Sections 2.1.1 and 2.7 and otherwise in accordance with the terms hereof. No Interest Period may end after the Facility Termination Date. If at any time Loans are outstanding with respect to which the Borrower Representative has not delivered a notice to the Agent specifying the basis for determining the interest rate applicable thereto, those Loans shall bear interest at the Floating Rate.

2.12. Eurodollar Advances Post Default: Default Rates. Notwithstanding anything to the contrary contained hereunder, during the continuance of a Default or Unmatured Default the Agent or the Required Lenders may, at their option, by notice to the Borrower Representative (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 8.3 requiring unanimous consent of the Lenders to reductions in interest rates), declare that no Advance may be made as, converted into or continued as a Eurodollar Advance. During the continuance of a default in the payment of the principal, interest or any other amount due hereunder or under another Loan Document, the Agent or the Required Lenders may, at their option, by notice to the Borrower Representative (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 8.3 requiring unanimous consent of the Lenders to reductions in interest rates), declare that (i) each Eurodollar Advance shall bear interest for the remainder of the applicable Interest Period at the rate otherwise applicable to such Interest Period *plus* 2% per annum, (ii) each Floating Rate Advance shall bear interest at a rate per annum equal to the Floating Rate in effect from time to time *plus* 2% per annum and (iii) the LC Fee shall be increased by 2% per annum, provided that, during the continuance of a Default under subsection (f) or (g) of Article VII, the interest rates set forth in clauses (i) and (ii) above and the increase in the LC Fee set forth in clause (iii) above shall be applicable to all Credit Extensions without any election or action on the part of the Agent or any Lender.

2.13. Interest Payment Dates: Interest and Fee Basis. Interest accrued on each Floating Rate Advance shall be payable on each Payment Date, commencing with the first such date to occur after the date hereof and at maturity. Interest accrued on each Eurodollar Advance shall be payable on each Payment Date. Interest on all Advances, Unused Commitment Fees and LC Fees shall be calculated for actual days elapsed on the basis of a 360-day year (or 365/366 days, in the case of Loans the interest rate payable on which is based on the Prime Rate). Interest shall be payable for the day an Advance is made but not for the day of any payment on the amount paid if payment is received prior to noon (local time) at the place of payment. If any payment of principal or interest on an Advance shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest in connection with such payment. After giving effect to any Loan, Advance, continuation, or conversion of any Eurodollar Rate Loan, there may not be more than six different Interest Periods in effect hereunder.

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2.14. Voluntary Prepayments. Subject to Section 2.25, the Borrower may from time to time prepay, but without penalty or premium, all or any portion of the outstanding Floating Rate Advances. The Borrower may also from time to time prepay, subject to the payment of any funding indemnification amounts required by Section 3.4 but without penalty or premium, all outstanding Eurodollar Advances, or, in a minimum aggregate amount of \$5,000,000 or any integral multiple of \$1,000,000 in excess thereof, any portion of the outstanding Eurodollar Advances upon three Business Days' prior notice to the Agent.

2.15. Mandatory Prepayments

(a) Borrowing Base Compliance. Except for Overadvances permitted pursuant to Section 2.14(c), the applicable Borrower shall immediately repay the Revolving Loans, Swingline Loans, Reimbursement Obligations and/or Non-Ratable Loans (and, if required, cash collateralize any undrawn Facility LC in the manner contemplated in Section 2.1.2(j)) if at any time the Aggregate Credit Exposure exceeds the lesser of (i) the Aggregate Commitment and (ii) the Borrowing Base (or, until the 2010 Parent Notes are discharged or defeased in accordance with Section 8.1 of the 2010 Parent Indenture, the amount permitted under and calculated in accordance with the definition of "Borrowing Base" in the 2010 Parent Indenture) to the extent required to eliminate such excess.

(b) Sale of Assets. (i) Except as set forth in Section 2.15(b)(ii), immediately upon receipt by the General Partner, the Borrower or any of its Subsidiaries of the Net Cash Proceeds of any asset disposition (other than (A) sales of inventory in the ordinary course of business and (B) up to \$10,000,000 per Fiscal Year of Net Cash Proceeds from sales of obsolete or worn-out property in the ordinary course of business), the General Partner or applicable Borrower shall prepay the Obligations, or shall cause the applicable Subsidiary to deliver funds to the Agent for application to the Obligations, in an amount equal to all such Net Cash Proceeds. Any such prepayment shall be applied first, to pay the principal of the Overadvances and Protective Advances, second, to pay the principal of the Non-Ratable Loans and third, to pay the principal of the Revolving Loans (including the Swingline Loans) without a concomitant reduction in the Aggregate Commitment.

(ii) So long as the 2010 Parent Indenture is in effect, notwithstanding Section 2.15(b)(i), if (x) the Borrower Representative delivers to the Agent a Reinvestment Notice with respect to an asset disposition and (y) the Reinvestment Deferred Amount related thereto is deposited in a deposit account located at, and subject to control agreements in favor of, the Agent, then such Reinvestment Deferred Amount may be (i) used to consummate Permitted Acquisitions and/or (ii) reinvested to acquire assets useful in the Borrower's business (other than current assets); provided that on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant asset disposition shall be applied toward the prepayment of the Obligations as set forth in Section 2.15(b)(i).

(c) Issuance of Debt or Equity. If any Loan Party or any of its respective Subsidiaries issues Capital Stock or Indebtedness (other than Indebtedness permitted by Sections 6.17(a),(c),(d),(e),(f),(g),(h),(j) and (k)), no later than the Business Day following the date of receipt of any Net Cash Proceeds of such issuance or receipt of such

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dividend, distribution, loan or advance, the Borrower, or applicable Loan Party, shall prepay the Obligations in an amount equal to all such Net Cash Proceeds. Any such prepayment shall be applied first, to pay the principal of the Overadvances and Protective Advances, second, to pay the principal of the Non-Ratable Loans and third, to pay the principal of the Revolving Loans (including the Swingline Loans) without a concomitant reduction in the Aggregate Commitment. Notwithstanding the foregoing, so long as the 2010 Parent Indenture is in effect, all or any portion of any Net Cash Proceeds of any such issuance that is deposited in a deposit account located at, and subject to control agreements in favor of, the Agent may be (i) used to consummate Permitted Acquisitions and/or (2) reinvested to repair, rebuild or purchase replacement property, in each case within 12 months after the receipt of such Net Cash Proceeds, and if not so used or reinvested within such period, shall be applied as set forth in the first sentence of this Section 2.15(c).

(d) Insurance/Condemnation Proceeds. Any insurance or condemnation proceeds to be applied to the Obligations in accordance with Section 6.7(d) shall be applied as follows: (i) insurance proceeds from casualties or losses to cash or Inventory shall be applied, first, to the Overadvances and Protective Advances, pro rata, second, to the Non-Ratable Loans, third, to the Revolving Loans (including the Swingline Loans), and fourth, to cash collateralize outstanding Facility LCs; and (ii) insurance or condemnation proceeds from casualties or losses to Equipment, Fixtures and real Property shall be applied first, to pay the principal of the Overadvances and Protective Advances, second, to pay the principal of the Non-Ratable Loans and third, to pay the principal of the Revolving Loans (including Swingline Loans). The Aggregate Commitment shall not be permanently reduced by the amount of any such prepayments. If the precise amount of insurance or condemnation proceeds allocable to Inventory as compared to Equipment, Fixtures and real Property is not otherwise determined, the allocation and application of those proceeds shall be determined by the Agent, in its Permitted Discretion. Notwithstanding the foregoing, so long as the 2010 Parent Indenture is in effect, all or any portion of such insurance or condemnation proceeds that is deposited in a deposit account located at, and subject to control agreements in favor of, the Agent may be (i) used to consummate Permitted Acquisitions and/or (2) reinvested to repair, rebuild or purchase replacement property, in each case within 12 months after the receipt of such proceeds, and if not so used or reinvested within such period, shall be applied as set forth in the first sentence of this Section 2.15(d).

(e) General. Without in any way limiting the foregoing, immediately upon receipt by any Loan Party of proceeds of any sale of any Collateral, the Borrower shall cause such Loan Party to deliver such proceeds to the Agent, or deposit such proceeds in a deposit account subject to a Deposit Account Control Agreement. All of such proceeds shall be applied as set forth above or otherwise as provided in Section 2.18. Nothing in this Section 2.15 shall be construed to constitute Agent's or any Lender's consent to any transaction that is not permitted by other provisions of this Agreement or the other Loan Documents.

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**2.16. Termination of the Commitments: Increase in Aggregate Commitment**

(a) Without limiting Section 2.3 or Section 8.1, (a) the Aggregate Commitment shall expire on the Facility Termination Date and (b) the Aggregate Credit Exposure and all other unpaid Obligations shall be paid in full by the Borrower on the Facility Termination Date.

(b) The Borrower may terminate this Agreement with at least five Business Days' prior written notice thereof to the Agent and the Lenders, upon (i) the payment in full of all outstanding Loans, together with accrued and unpaid interest thereon, (ii) the cancellation and return of all outstanding Facility LCs (or alternatively, with respect to each such Facility LC, the furnishing to the Agent of a cash deposit or Supporting Letter of Credit as required by Section 2.1.2(l)), (iii) the payment in full of all reimbursable expenses and other Obligations together with accrued and unpaid interest thereon, and (iv) the payment in full of any amount due under Section 3.4.

(c) The Borrower shall have the right to increase the Aggregate Commitment by obtaining additional Commitments, either from one or more of the Lenders or another lending institution provided that (i) any such request for an increase shall be in a minimum amount of \$25,000,000, (ii) the Aggregate Commitment does not exceed \$550,000,000, (iii) the Borrower may make a maximum of two such requests, (iv) the Agent has approved the identity of any such new Lender, such approval not to be unreasonably withheld, (v) any such new Lender assumes all of the rights and obligations of a "Lender" hereunder, and (vi) the procedures described in Section 2.16(d) have been satisfied.

(d) Any amendment hereto to effect such an increase or addition shall be in form and substance satisfactory to the Agent and shall only require the written signatures of the Agent, the Borrower and the Lender(s) being added or increasing their Commitment. As a condition precedent to such an increase, Borrower shall deliver to the Agent a certificate of each Loan Party (in sufficient copies for each Lender) signed by an authorized officer of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (ii) in the case of the Borrower, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article V and the other Loan Documents are true and correct, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and (B) no Default or Unmatured Default exists. Promptly following the effectiveness of any such amendment, the Agent will provide a copy thereof to the Lenders.

(e) Within a reasonable time after the effective date of any increase, the Agent shall, and is hereby authorized and directed to, revise the Commitments set forth on Schedule I hereto to reflect such increase and shall distribute such revised schedule to each of the Lenders and the Borrower, whereupon such revised schedule shall replace the old schedule and become part of this Agreement. On the Business Day on which any such increase becomes effective, all outstanding Floating Rate Advances and Eurodollar Advances shall be reallocated among the Lenders (including any newly added Lenders)

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in accordance with the Lenders' respective revised Pro Rata Shares (and shall be deemed repaid in connection with any such reallocation).

**2.17. Method of Payment**

(a) All payments of the Obligations hereunder shall be made, without setoff, deduction, or counterclaim, in immediately available funds to the Agent at the Agent's address specified pursuant to Article XIII, or at any other Lending Installation of the Agent specified in writing by the Agent to the Borrower Representative, by noon (local time) on the date when due and shall be applied ratably by the Agent among the Lenders. Any payment received by the Agent after such time shall be deemed to have been received on the following Business Day and any applicable interest or fee shall continue to accrue. Solely for purposes of determining the amount of Loans available for borrowing purposes, checks and cash or other immediately available funds from collections of items of payment and proceeds of any Collateral shall be applied in whole or in part against the Obligations, on the day of receipt, subject to actual collection. Each payment delivered to the Agent for the account of any Lender shall be delivered promptly by the Agent to such Lender in the same type of funds that the Agent received at its address specified pursuant to Article XIII or at any Lending Installation specified in a notice received by the Agent from such Lender.

(b) At the election of the Agent, all payments of principal, interest, reimbursement obligations in connection with Facility LCs, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees and expenses pursuant to Section 9.6), and other sums payable under the Loan Documents, may be paid from the proceeds of Advances made hereunder whether made following a request by the Borrower Representative pursuant to Section 2.1 or a deemed request as provided in this Section 2.17 or may be deducted from the Funding Account or any other deposit account of the Borrower maintained with the Agent. The Borrower hereby irrevocably authorizes (i) the Agent to make an Advance for the purpose of paying each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans (including Non-Ratable Loans, Swingline Loans, Overadvances and Protective Advances) and that all such Advances shall be deemed to have been requested pursuant to Section 2.1 and (ii) the Agent to charge the Funding Account or any other deposit account of the Borrower maintained with Chase for each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents.

**2.18. Apportionment, Application, and Reversal of Payments.** Except as otherwise required pursuant to Section 2.19, principal and interest payments shall be apportioned ratably among the Lenders as set forth in this Article II and payments of the fees shall, as applicable, be apportioned ratably among the Lenders, except for fees payable solely to the Agent or the LC Issuer and except as provided in Section 2.10(c). All payments shall be remitted to the Agent and all such payments not relating to principal or interest of specific Loans or not constituting payment of specific fees as specified by the Borrower Representative, and all proceeds of any Collateral received by the Agent, shall be applied, ratably, subject to the provisions of this Agreement, first, to pay any fees, indemnities, or expense reimbursements including amounts



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then due to the Agent from the Borrower (other than in connection with Rate Management Transactions and Banking Services), second, to pay any fees or expense reimbursements then due to the Lenders from the Borrower (other than in connection with Rate Management Transactions and Bank Services), third, to pay interest due in respect of the Overadvances and Protective Advances, fourth, to pay the principal of the Overadvances and Protective Advances, fifth, to pay interest due in respect of the Non-Ratable Loans, sixth, to pay interest due in respect of the Revolving Loans and Swingline Loans (other than Non-Ratable Loans, Overadvances and Protective Advances), seventh, to pay or prepay principal of the Non-Ratable Loans, eighth, to pay or prepay principal of the Revolving Loans and Swingline Loans (other than Non-Ratable Loans, Overadvances and Protective Advances) and unpaid reimbursement obligations in respect of Facility LCs, ninth, to pay an amount to the Agent equal to one hundred five percent (105%) of the aggregate undrawn face amount of all outstanding Facility LCs and the aggregate amount of any unpaid reimbursement obligations in respect of Facility LCs, to be held as cash collateral for such Obligations, tenth, to payment of any amounts owing with respect to obligations of the Loan Parties in respect of any Rate Management Transactions (including Commodity Hedging Agreements) and Banking Services that are secured by the Collateral, and eleventh, to the payment of any other Secured Obligation due to the Agent or any Lender by the Borrower. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower Representative, or unless a Default is in existence, neither the Agent nor any Lender shall apply any payment which it receives to any Eurodollar Loan, except (a) on the expiration date of the Interest Period applicable to any such Eurodollar Loan or (b) in the event, and only to the extent, that there are no outstanding Floating Rate Loans and, in any event, the Borrower shall pay the Eurodollar breakage losses in accordance with Section 3.4. The Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations.

2.19. Settlement. Each Lender's funded portion of the Loans is intended by the Lenders to be equal at all times to such Lender's Pro Rata Share of the outstanding Loans. Notwithstanding such agreement, the Agent, Chase, and the Lenders agree (which agreement shall not be for the benefit of or enforceable by the Loan Parties) that in order to facilitate the administration of this Agreement and the other Loan Documents, settlement among them as to the Loans, including the Non-Ratable Loans, Swingline Loans and Overadvances shall take place on a periodic basis as follows. The Agent shall request settlement (a "Settlement") with the Lenders on at least a weekly basis, or on a more frequent basis at the Agent's election, by notifying the Lenders of such requested Settlement by telecopy, telephone, or e-mail no later than 12:00 noon (Chicago time) on the date of such requested Settlement (the "Settlement Date"). Each Lender (other than the Agent, in the case of the Non-Ratable Loans, Swingline Loans and Overadvances) shall transfer the amount of such Lender's Pro Rata Share of the outstanding principal amount of the applicable Loan with respect to which Settlement is requested to the Agent, to such account of the Agent as the Agent may designate, not later than 2:00 p.m. (Chicago time), on the Settlement Date applicable thereto. Settlements may occur during the existence of a Default or an Unmatured Default and whether or not the applicable conditions precedent set forth in Section 4.2 have then been satisfied. Such amounts transferred to the Agent shall be applied against the amounts of the applicable Loan and, together with Chase's Pro Rata Share of such Non-Ratable Loan, Swingline Loan or Overadvance, shall constitute Revolving Loans of such Lenders, respectively. If any such amount is not transferred to the Agent by any Lender on the Settlement Date applicable thereto, the Agent shall be entitled

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to recover such amount on demand from such Lender together with interest thereon as specified in Section 2.23.

2.20. Indemnity for Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations, the Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Agent or such Lender and the Borrower shall be liable to pay to the Agent and the Lenders, and the Borrower hereby indemnifies the Agent and the Lenders and holds the Agent and the Lenders harmless for the amount of such payment or proceeds surrendered. The provisions of this Section 2.20 shall be and remain effective notwithstanding any contrary action which may have been taken by the Agent or any Lender in reliance upon such payment or application of proceeds, and any such contrary action so taken shall be without prejudice to the Agent's and the Lenders' rights under this Agreement and shall be deemed to have been conditioned upon such payment or application of proceeds having become final and irrevocable. The provisions of this Section 2.20 shall survive the termination of this Agreement.

2.21. Noteless Agreement; Evidence of Indebtedness.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Agent shall also maintain accounts in which it will record (i) the amount of each Loan extended hereunder, the Type thereof, the name of the Borrower who requested such Loan and the Interest Period with respect thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) the original stated amount of each Facility LC and the amount of LC Obligations outstanding at any time, and (iv) the amount of any sum received by the Agent hereunder from the Borrower and each Lender's share thereof.

(c) The entries maintained in the accounts maintained pursuant to paragraphs (a) and (b) above shall, absent manifest error, be *prima facie* evidence of the existence and amounts of the Obligations therein recorded; provided however that the failure of the Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms. The Agent shall, in accordance with its regular practice, deliver to the Borrower periodic statements with respect to the accounts maintained pursuant to paragraphs (a) and (b) above.

(d) Any Lender may request that its Revolving Loans be evidenced by a promissory note in substantially the form of Exhibit C (a "Note"). In such event, the Borrower shall prepare, execute and deliver to such Lender such Note payable to the

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order of such Lender. Thereafter, the Revolving Loans evidenced by such Note and interest thereon shall at all times (prior to any assignment pursuant to [Section 12.3](#)) be represented by one or more Notes payable to the order of the payee named therein, except to the extent that any such Lender subsequently returns any such Note for cancellation and requests that such Revolving Loans once again be evidenced as described in paragraphs (a) and (b) above.

2.22. Lending Installations. Each Lender may book its Loans and its participation in any LC Obligations and the LC Issuer may book the Facility LCs at any Lending Installation selected by such Lender or the LC Issuer, as the case may be, and may change its Lending Installation from time to time; provided, however, such selection shall not increase, if otherwise reasonably avoidable, the Borrower's costs under Article III. All terms of this Agreement shall apply to any such Lending Installation and the Loans, Facility LCs, Reimbursement Obligations and any Notes issued hereunder shall be deemed held by each Lender or the LC Issuer, as the case may be, for the benefit of any such Lending Installation. Each Lender and the LC Issuer may, by written notice to the Agent and the Borrower Representative in accordance with Article XIII, designate replacement or additional Lending Installations through which Loans will be made by it or Facility LCs will be issued by it and for whose account Loan payments or payments with respect to Facility LCs are to be made.

2.23. Non-Receipt of Funds by the Agent: Defaulting Lenders.

(a) Unless the Borrower Representative or a Lender, as the case may be, notifies the Agent prior to the date on which it is scheduled to make payment to the Agent of (i) in the case of a Lender, the proceeds of a Loan or (ii) in the case of the Borrower, a payment of principal, interest or fees to the Agent for the account of the Lenders, that it does not intend to make such payment, the Agent may assume that such payment has been made. The Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If such Lender or the Borrower, as the case may be, has not in fact made such payment to the Agent, the recipient of such payment shall, on demand by the Agent, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent until the date the Agent recovers such amount at a rate per annum equal to (x) in the case of payment by a Lender, the Federal Funds Effective Rate for such day for the first three days and, thereafter, the interest rate applicable to the relevant Loan or (y) in the case of payment by the Borrower, the interest rate applicable to the relevant Loan.

(b) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

- (i) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to [Section 2.10\(a\)](#);
- (ii) the Commitment and Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders

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have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 8.3), provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender;

(c) If any exposure in respect of Swingline Loans or Letters of Credit ("Swingline Exposure" and "LC Exposure", respectively) exists at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of such exposure shall be reallocated among the non-Defaulting Lenders in accordance with their respective Pro Rata Share but only to the extent (x) the sum of all non-Defaulting Lenders' Credit Exposures plus such Defaulting Lender's Swingline Exposure and LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments and (y) the conditions set forth in Section 4.2 are satisfied at such time;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.1.2(j) for so long as such LC Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to Section 2.23(c)(ii), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.10(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to Section 2.23(c)(i), then the fees payable to the Lenders pursuant to Section 2.10(a) and Section 2.10(b) shall be adjusted in accordance with such non-Defaulting Lenders' Pro Rata Share; and

(v) if any Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to Section 2.23(c)(i), then, without prejudice to any rights or remedies of the LC Issuer or any Lender hereunder, all Unused Commitment Fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and Letter of Credit fees payable under Section 2.10(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the LC Issuer until such LC Exposure is cash collateralized and/or reallocated.

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(d) So long as any Lender is a Defaulting Lender, the Agent shall not be required to fund any Swingline Loan and the LC Issuer shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.23(c)(ii), and participating interests in any such newly issued or increased Letter of Credit or newly made Swingline Loan shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.23(c)(i) (and Defaulting Lenders shall not participate therein).

(e) Any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Section 2.18) shall, in lieu of being distributed to such Defaulting Lender, be retained by the Agent in a segregated account and, subject to any applicable requirements of law, be applied at such time or times as may be determined by the Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing by such Defaulting Lender to the LC Issuer hereunder, (iii) third, if so determined by the Agent or requested by an LC Issuer, held in such account as cash collateral for future funding obligations of the Defaulting Lender in respect of any existing or future participating interest in any Swingline Loan or Letter of Credit, (iv) fourth, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Agent, (v) fifth, if so determined by the Agent and the Borrower, held in such account as cash collateral for future funding obligations of the Defaulting Lender in respect of any Loans under this Agreement, (vi) sixth, to the payment of any amounts owing to the Agent, the Lenders or an LC Issuer as a result of any judgment of a court of competent jurisdiction obtained by the Agent, any Lender or such LC Issuer against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, (vii) seventh, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and (viii) eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that, with respect to this clause (viii), that if such payment is (x) a prepayment of the principal amount of any Loans or reimbursement obligations in respect of Letters of Credit which a Defaulting Lender has funded its participation obligations and (y) made at a time when the conditions set forth in Section 4.2 are satisfied, such payment shall be applied solely to prepay the Loans of, and reimbursement obligations owed to, all non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans, or reimbursement obligations owed to, any Defaulting Lender.

In the event that the Agent, the Borrower and the LC Issuer each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Agent shall determine may be necessary in order for such Lender to hold

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such Loans in accordance with its Pro Rata Share. The operation of this Section shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder.

2.24. Limitation of Interest. The Borrower, the Agent and the Lenders intend to strictly comply with all applicable laws, including applicable usury laws. Accordingly, the provisions of this Section 2.24 shall govern and control over every other provision of this Agreement or any other Loan Document which conflicts or is inconsistent with this Section 2.24, even if such provision declares that it controls. As used in this Section 2.24, the term “interest” includes the aggregate of all charges, fees, benefits or other compensation which constitute interest under applicable law, provided that, to the maximum extent permitted by applicable law, (a) any non-principal payment shall be characterized as an expense or as compensation for something other than the use, forbearance or detention of money and not as interest, and (b) all interest at any time contracted for, reserved, charged or received shall be amortized, prorated, allocated and spread, in equal parts during the full term of the Obligations. In no event shall the Borrower or any other Person be obligated to pay, or any Lender have any right or privilege to reserve, receive or retain, (a) any interest in excess of the maximum amount of nonusurious interest permitted under the laws of the State of New York or the applicable laws (if any) of the U.S. or of any other applicable state, or (b) total interest in excess of the amount which such Lender could lawfully have contracted for, reserved, received, retained or charged.

2.25. Applicable Mortgage Minimum Amount. Notwithstanding anything to the contrary in this Agreement, (a) the Borrower shall not optionally prepay or reduce the Aggregate Credit Exposure pursuant to Section 2.14 to the extent that, after giving effect thereto, the Aggregate Credit Exposure would be less than the Applicable Mortgage Minimum Amount and (b) to the extent that the Aggregate Credit Exposure exceeds the Applicable Mortgage Minimum Amount at the time of any Credit Extension under this Agreement as a result of the requirements of Section 2.15, the Borrower shall, as a condition to each such Credit Extension, pay all mortgages recording taxes, documentary stamp taxes, intangible taxes and other similar taxes payable under the Applicable Mortgages in connection such Credit Extension.

### ARTICLE III

#### YIELD PROTECTION; TAXES

3.1. Yield Protection. If, on or after the Effective Date, the adoption of any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any change in the interpretation or administration thereof by any governmental or quasi-governmental authority, central bank or comparable agency charged with the interpretation or administration thereof or and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing) or compliance by any Lender or applicable Lending Institution or the LC Issuer with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency or and any group or body charged with setting financial accounting or

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regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing) made after the Effective Date:

(a) subjects any Lender or any applicable Lending Installation or the LC Issuer to any Taxes, or changes the basis of taxation of payments (other than with respect to Excluded Taxes) to any Lender or the LC Issuer in respect of its Eurodollar Loans, Facility LCs or participations therein, or

(b) imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any applicable Lending Installation or the LC Issuer (other than reserves and assessments taken into account in determining the interest rate applicable to Eurodollar Advances), or

(c) imposes any other condition the result of which is to increase the cost to any Lender or any applicable Lending Installation or the LC Issuer of making, funding, converting to, continuing or maintaining its Eurodollar Loans, or of issuing or participating in Facility LCs, or reduces any amount receivable by any Lender or any applicable Lending Installation or the LC Issuer in connection with its Eurodollar Loans, Facility LCs or participations therein, or requires any Lender or any applicable Lending Installation or the LC Issuer to make any payment calculated by reference to the amount of Eurodollar Loans, Facility LCs or participations therein held or interest or LC Fees received by it, by an amount deemed material by such Lender or the LC Issuer as the case may be,

and the result of any of the foregoing is to increase the cost to such Lender or applicable Lending Installation or the LC Issuer, as the case may be, of making, converting to, continuing or maintaining its Eurodollar Loans or Commitment or of issuing or participating in Facility LCs or to reduce the return received by such Lender or applicable Lending Installation or the LC Issuer, as the case may be, in connection with such Eurodollar Loans, Commitment, Facility LCs or participations therein, then, within fifteen days of demand by such Lender or the LC Issuer, as the case may be, the Borrower shall pay such Lender or the LC Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the LC Issuer, as the case may be, for such increased cost or reduction in amount received. Notwithstanding anything to the contrary in this Section 3.1, the Borrower shall not be required to compensate a Lender pursuant to this Section 3.1 for any amounts incurred more than six months prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefore; and provided that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect. If any Lender becomes entitled to claim any additional amounts pursuant to this Section 3.1, it shall promptly notify the Borrower (with a copy to the Agent) of the event by reason of which it has become so entitled and shall include in such notice a calculation of such additional amounts in reasonable detail. Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform

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and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith (whether or not having the force of law) or in implementation thereof, and (ii) all requests, rules, regulations, guidelines, interpretations, requirements, interpretations and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of law), in each case pursuant to Basel III, shall, in each case, be deemed to be Change, regardless of the date enacted, adopted, issued or implemented.

3.2. Changes in Capital Adequacy Regulations. If a Lender or the LC Issuer determines the amount of capital required or expected to be maintained by such Lender or the LC Issuer, any Lending Installation of such Lender or the LC Issuer, or any corporation controlling such Lender or the LC Issuer is increased as a result of a Change, then, within fifteen days of demand by such Lender or the LC Issuer, the Borrower shall pay such Lender or the LC Issuer the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital which such Lender or the LC Issuer determines is attributable to this Agreement, its Credit Exposure or its Commitment to make Loans and issue or participate in Facility LCs or Swingline loans, as the case may be, hereunder (after taking into account such Lender's or the LC Issuer's policies as to capital adequacy); provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of law) and (y) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank of International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of law), in each case pursuant to Basel III, shall in each case be deemed to be a Change regardless of the date enacted, adopted, issued, promulgated or implemented. "Change" means (i) any change after the date of this Agreement in the Risk-Based Capital Guidelines (as defined below) or (ii) any adoption of or change in any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) after the date of this Agreement which affects the amount of capital required or expected to be maintained by any Lender or the LC Issuer or any Lending Installation or any corporation controlling any Lender or the LC Issuer. "Risk-Based Capital Guidelines" means (i) the risk-based capital guidelines in effect in the U.S. on the date of this Agreement, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the U.S. implementing the June 2006 document of the Basel Committee on Banking Regulation and Supervisory Practices entitled "Basel II: International Convergence of Capital Measurements and Capital Standards: A Revised Framework – Comprehensive Version," including transition rules, and any amendments to such regulations adopted prior to the date of this Agreement. Notwithstanding anything herein or otherwise to the contrary, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a "Change", regardless of the date enacted, adopted, issued or implemented.



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3.3. Availability of Types of Advances. If any Lender determines that maintenance of its Eurodollar Loans at a suitable Lending Installation would violate any applicable law, rule, regulation, or directive, whether or not having the force of law, or if the Required Lenders determine that (i) deposits of a type and maturity appropriate to match fund Eurodollar Advances are not available or (ii) the interest rate applicable to Eurodollar Advances does not accurately reflect the cost of making or maintaining Eurodollar Advances, then the Agent shall suspend the availability of Eurodollar Advances and require any affected Eurodollar Advances to be repaid or converted to Floating Rate Advances, subject to the payment of any funding indemnification amounts required by Section 3.4.

3.4. Funding Indemnification. If any payment of a Eurodollar Advance occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment or otherwise, or a Eurodollar Advance is not made on the date specified by the Borrower Representative for any reason other than default by the Lenders, the Borrower will indemnify each Lender for any loss or cost incurred by it resulting therefrom, including, without limitation, any loss or cost in liquidating or employing deposits acquired to fund or maintain such Eurodollar Advance.

3.5. Taxes.

(a) All payments by the Borrower to or for the account of any Lender, the LC Issuer or the Agent hereunder or under any Note or Facility LC Application shall be made free and clear of and without deduction or withholding for or on account of any and all Taxes. If the Borrower or the Agent shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to any Lender, the LC Issuer or the Agent, (a) if such Tax is an Indemnified Tax or Other Tax, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.5) such Lender, the LC Issuer or the Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (b) the Borrower or the Agent shall make such deductions, (c) the Borrower or the Agent shall pay the full amount deducted to the relevant authority in accordance with applicable law and (d) the Borrower shall furnish to the Agent a certified copy of all official receipts evidencing payment thereof as promptly as possible but in any case within thirty days after such payment is made.

(b) In addition, the Borrower hereby agrees to pay any present or future stamp, court, documentary, intangible, recording, filing or similar Taxes and any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or under any Note or Facility LC Application or from the execution, delivery, performance or enforcement of, or otherwise with respect to, this Agreement or any Note or Facility LC Application ("Other Taxes"). The Borrower shall furnish to the Agent a certified copy of all official receipts evidencing payment thereof as promptly as possible but in any case within thirty days after such payment is made.

(c) The Borrower hereby agrees to indemnify the Agent, the LC Issuer and each Lender for (i) the full amount of Indemnified Taxes or Other Taxes (including, without limitation, any Indemnified Taxes or Other Taxes imposed on amounts payable under this

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Section 3.5) paid by the Agent, the LC Issuer or such Lender as a result of its Commitment, any Loans made by it hereunder, any Facility LC issued hereunder or otherwise in connection with its participation in this Agreement and any liability (including penalties, interest and reasonable expenses) arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted and (ii) for any incremental taxes, interest or penalties arising from Borrower's failure to pay any Indemnified Taxes or Other Taxes when due or failure to remit to the Agent the required receipts or other required documentary evidence, except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the party seeking indemnification. Payments due under this indemnification shall be made within thirty days of the date the Agent, the LC Issuer or such Lender makes demand therefor pursuant to Section 3.6.

(d) Each Lender and LC Issuer shall indemnify the Agent within 10 days after demand therefor, for (i) the full amount of any Indemnified Taxes attributable to such Lender that are payable or paid by the Agent, (but only to the extent that any Loan Party has not already indemnified that Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so) and (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.2(c) relating to the maintenance of a Participant Register, in either case, that are payable or paid by the Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Agent to the Lender from any other source against any amount due to the Agent under this paragraph (d).

(e) Each Lender that is not incorporated under the laws of the U.S. or a state thereof (each a "Non-U.S. Lender") agrees that it will, not more than ten Business Days after the date of this Agreement, (i) deliver to the Borrower Representative and the Agent either (x) two duly completed copies of U.S. Internal Revenue Service Form W-8BEN or W-8ECI, certifying in either case that such Lender is entitled to receive payments under this Agreement without deduction or withholding of any, or is subject to a reduced rate of withholding of, U.S. federal income taxes, or (y) if claiming an exemption from U.S. withholding tax under Section 871(h) or 881(c) of the Internal Revenue Code, a duly completed copy of the U.S. Internal Revenue Service Form W-8BEN and a properly executed certificate representing that such Non-U.S. Lender is not a "bank" for purposes of Section 881(c)(3)(A) of the Internal Revenue Code, is not a "ten percent (10%) shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, is not a "controlled foreign corporation" related to the Borrower within the meaning of Section 881(c)(3)(C) of the Internal Revenue Code, or (z) if not the beneficial owner, a duly completed copy of the U.S. Internal Revenue Service Form W-8IMY, accompanied by U.S. Internal Revenue Service Form W-8ECI, Form W-8BEN, Form W-9 and/or other certification documents from each beneficial owner, as

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applicable, and (ii) deliver to the Borrower Representative and the Agent a U.S. Internal Revenue Form W-8 or W-9, as the case may be, and certify that it is entitled to an exemption from U.S. backup withholding tax. Each Non-U.S. Lender further undertakes to deliver to each of the Borrower Representative and the Agent (x) renewals or additional copies of such form (or any successor form) on or before the date that such form expires or becomes obsolete, and (y) after the occurrence of any event requiring a change in the most recent forms so delivered by it, such additional forms or amendments thereto as may be reasonably requested by the Borrower Representative or the Agent. All forms or amendments described in the preceding sentence shall certify that such Lender is entitled to receive payments under this Agreement without deduction or withholding of any, or is subject to a reduced rate of withholding of, U.S. federal income taxes, *unless* an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Lender from duly completing and delivering any such form or amendment with respect to it and such Lender advises the Borrower Representative and the Agent that it is not capable of receiving payments without any deduction or withholding, or at the reduced rate of withholding, of U.S. federal income tax. Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender is not legally able to deliver.

(f) For any period during which a Non-U.S. Lender has failed to provide the Borrower Representative with an appropriate form pursuant to clause (d), above (unless such failure is due to a change in treaty, law or regulation, or any change in the interpretation or administration thereof by any governmental authority, occurring subsequent to the date on which a form originally was required to be provided), such Non-U.S. Lender shall not be entitled to indemnification under this Section 3.5 with respect to Taxes imposed by the U.S.; provided that, should a Non-U.S. Lender which is otherwise exempt from or subject to a reduced rate of withholding tax become subject to Taxes because of its failure to deliver a form required under clause (d), above, the Borrower shall, at the expense of such Non-U.S. Lender, take such steps as such Non-U.S. Lender shall reasonably request to assist such Non-U.S. Lender to recover such Taxes.

(g) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments under this Agreement or any Note pursuant to the law of any relevant jurisdiction or any treaty shall deliver to the Borrower Representative (with a copy to the Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate.

(h) If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA, such Lender shall deliver to the Borrower and Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or Agent, such documentation prescribed by applicable law and such additional documentation reasonably requested by the Borrower

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or Agent as may be necessary for the Borrower or Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (h), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

3.6. Lender Statements; Survival of Indemnity. To the extent reasonably possible, each Lender shall designate an alternate Lending Installation with respect to its Eurodollar Loans to reduce any liability of the Borrower to such Lender under Sections 3.1, 3.2 and 3.5 or to avoid the unavailability of Eurodollar Advances under Section 3.3, (subject to overall policy considerations of such Lender); provided, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 3.1, 3.2, 3.4 or 3.5. Each Lender shall deliver a written statement of such Lender to the Borrower Representative (with a copy to the Agent) as to the amount due, if any, under Section 3.1, 3.2, 3.4 or 3.5. Such written statement shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive and binding on the Borrower in the absence of manifest error. Determination of amounts payable under such Sections in connection with a Eurodollar Loan shall be calculated as though each Lender funded its Eurodollar Loan through the purchase of a deposit of the type and maturity corresponding to the deposit used as a reference in determining the Eurodollar Rate applicable to such Loan, whether in fact that is the case or not. Unless otherwise provided herein, the amount specified in the written statement of any Lender shall be payable on demand after receipt by the Borrower Representative of such written statement. The obligations of the Borrower under Sections 3.1, 3.2, 3.4 and 3.5 shall survive payment of the Obligations and termination of this Agreement.

3.7. Replacement of Lender. If the Borrower is required pursuant to Section 3.1, 3.2 or 3.5 to make any additional payment to any Lender or if any Lender's obligation to make or continue, or to convert Floating Rate Advances into, Eurodollar Advances shall be suspended pursuant to Section 3.3 or if any Lender is a Defaulting Lender (any such Lender, an "Affected Lender"), the Borrower may elect, if such amounts continue to be charged or such suspension is still effective, to replace such Affected Lender as a Lender party to this Agreement, provided that, no Default or Unmatured Default shall have occurred and be continuing at the time of such replacement, and provided further that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrower and the Agent shall agree, as of such date, to purchase for cash the Advances and other Obligations due to the Affected Lender pursuant to an Assignment Agreement (and a Defaulting Lender shall be deemed to have executed and delivered such Assignment Agreement if it fails to do so) and to become a Lender for all purposes under this Agreement and to assume all obligations of the Affected Lender to be terminated as of such date and to comply with the requirements of Section 12.3 applicable to assignments, and (ii) the Borrower shall pay to such Affected Lender in same day funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Affected Lender by the Borrower hereunder to and including the date of termination, including without limitation payments due to such Affected Lender under Sections 3.1, 3.2 and 3.5, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the

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day of such replacement under Section 3.4 had the Loans of such Affected Lender been prepaid on such date rather than sold to the replacement Lender.

#### ARTICLE IV

##### CONDITIONS PRECEDENT

4.1. Effectiveness. This Agreement will not become effective unless the Loan Parties have satisfied each of the following conditions in a manner satisfactory to the Agent and the Lenders, and with respect to any condition requiring delivery of any agreement, certificate, document, or instrument, the Loan Parties shall have furnished to the Agent sufficient copies of any such agreement, certificate, document, or instrument for distribution to the Lenders.

(a) This Agreement or counterparts hereof shall have been duly executed by each Loan Party and the Agent, and the Agent shall have received duly executed copies of the Loan Documents and such other documents, instruments, agreements and legal opinions as the Agent shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents, each in form and substance reasonably satisfactory to the Agent.

(b) Each Loan Party shall have delivered copies of its articles or certificate of incorporation or organization, together with all amendments, and a certificate of good standing, each certified by the appropriate governmental officer in its jurisdiction of incorporation or organization.

(c) Each Loan Party shall have delivered copies, certified by its Secretary or Assistant Secretary, of its by-laws or operating, management or partnership agreement and of its Board of Directors' resolutions or the resolutions of its members and of resolutions or actions of any other body authorizing the execution, delivery and performance of the Loan Documents to which such Loan Party is a party.

(d) Each Loan Party shall have delivered an incumbency certificate, executed by its Secretary or Assistant Secretary, which shall identify by name and title and bear the signatures of the Authorized Officers and any other officers such Loan Party authorized to sign the Loan Documents to which such Loan Party is a party, upon which certificate the Agent and the Lenders shall be entitled to rely until informed of any change in writing by such Loan Party.

(e) The Borrower shall have delivered a certificate, signed by the chief financial officer of the Borrower, on the initial Credit Extension Date (i) stating that no Default or Unmatured Default has occurred and is continuing, (ii) stating that the representations and warranties contained in Article V are true and correct as of such Credit Extension Date, (iii) specifying the deposit account at Chase which shall be used as the Funding Account, (iv) certifying that the condition set forth in clause (t) below has been met, and (v) certifying any other factual matters as may be reasonably requested by the Agent or any Lender.

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(f) The Loan Parties shall have delivered a written legal opinion of the Loan Parties' counsel, addressed to the Agent, the LC Issuer and the Lenders in substantially the form of Exhibit D and the legal opinion of such other special and local counsel as may be required by the Agent.

(g) The Borrower shall have delivered any Notes requested by a Lender pursuant to Section 2.21 payable to the order of each such requesting Lender.

(h) The Borrower shall have delivered money transfer authorizations as the Agent may have reasonably requested.

(i) The Agent shall have received the results of a recent Lien and other searches that the Agent deems necessary and such searches shall reveal no Liens on any of the assets of the Loan Parties except for Permitted Liens or Liens discharged on or prior to the Effective Date pursuant to documentation satisfactory to the Agent, the Loan Parties shall have delivered UCC termination statements or amendments to existing UCC financing statements with respect to any filings against the Collateral as may be requested by the Agent and shall have authorized the filing of such termination statements or amendments, the Agent shall have been authorized to file any UCC financing statements that the Agent deems necessary to perfect its Liens in the Collateral and Liens creating a first priority security interest in the Collateral in favor of the Agent shall be in proper form for filing, registration or recordation.

(j) The Borrower Representative shall have delivered a Borrowing Base Certificate which calculates the Borrowing Base and the "Borrowing Base" as defined in the 2010 Parent Indenture, in each case as of the end of the Business Day immediately preceding the Effective Date.

(k) The Borrower shall have delivered to the Agent the Borrower's most recent projected income statement, balance sheet and cash flows for the period through the end of the 2018 Fiscal Year (which shall have been prepared on a monthly basis through the first year after the Effective Date and yearly thereafter).

(l) All legal (including tax implications) and regulatory matters, including, but not limited to compliance with applicable requirements of Regulations U, T and X of the Board, shall be satisfactory to the Agent and the Lenders.

(m) The Agent or its designee shall have conducted a satisfactory field examination of the accounts receivable, Inventory and related working capital matters and financial information of the Loan Parties and of the related data processing and other systems, the results of which shall be satisfactory to the Arrangers and the Agent (it being acknowledged by the Arrangers and the Agent that the appraisal dated as of March 31, 2013 shall satisfy the requirement described in this Section 4.1(m)).

(n) The Borrower shall have delivered evidence of insurance coverage in form, scope, and substance reasonably satisfactory to the Agent and otherwise in compliance with the terms of Section 6.7.

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(o) The Borrower shall have paid all of the fees and expenses owing to the Agent, the Arrangers, the LC Issuer and the Lenders pursuant to Section 2.10, and Section 9.6(a).

(p) The Borrower shall have delivered to the Agent true and complete Customer Lists for the Borrower, together with a recent satisfactory appraisal with respect thereto (it being understood that the Agent and the Lenders shall treat such Customer Lists as confidential information subject to Section 9.11), it being acknowledged by the Agent that the appraisal dated as of March 31, 2013 shall satisfy the requirement described in this Section 4.1(p).

(q) The Loan Parties shall have delivered to the Agent a certified actuarial valuation report for each Single Employer Plan for the Plan year beginning January 1, 2013.

(r) The Loan Parties shall have delivered to the Agent a statement by an actuary enrolled under ERISA certifying that each Single Employer Plan is not, and is not expected to be, in "at risk" status (within the meaning of Section 430 of the Code or Title IV of ERISA).

(s) The Agent shall have received a satisfactory solvency certificate from the chief financial officer of the Parent that shall document the solvency of the Parent and its Subsidiaries as of the Effective Date.

(t) The Agent shall have received a copy of each hedging and inventory policy contemplated by Section 5.33, and the Agent shall be satisfied with each such policy.

(u) The Agent shall have received written consents from the "Required Lenders" under and as defined in the Existing Credit Agreement to the execution and delivery of this Agreement (it being agreed that the entering into of this Agreement by any such Existing Lender shall constitute such written consent).

(v) The Effective Date shall occur on or before February 28, 2014.

4.2. Each Credit Extension. Except as otherwise expressly provided herein, the Lenders shall not be required to make any Credit Extension if on the applicable Credit Extension Date:

(a) There exists any Default or Unmatured Default or any Default or Unmatured Default shall result from any such Credit Extension.

(b) Any representation or warranty contained in Article V is untrue or incorrect in any material respect as of such Credit Extension Date except to the extent any such representation or warranty is stated to relate solely to an earlier date.

(c) After giving effect to any Credit Extension, Availability would be less than zero.

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(d) Any legal matter incident to the making of such Credit Extension shall not be satisfactory to the Agent and its counsel or such Credit Extension shall conflict with, or not be permitted by, the terms of the 2010 Parent Indenture.

(e) The Borrower is not in compliance with Section 2.25.

Each Borrowing Notice or request for issuance of Facility LC with respect to each such Credit Extension shall constitute a representation and warranty by the Borrower that the conditions contained in Section 4.1 have been satisfied and that none of the conditions set forth in Section 4.2 exist as of the applicable Credit Extension Date. Any Lender may require a duly completed Compliance Certificate as a condition to making a Credit Extension.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Lenders as follows:

5.1. Existence and Standing. Each Loan Party is a corporation, partnership or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

5.2. Authorization and Validity. Each Loan Party has the power and authority and legal right to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder. The execution and delivery by each Loan Party of the Loan Documents to which it is a party and the performance of its obligations thereunder have been duly authorized by proper proceedings, and the Loan Documents to which such Loan Party is a party constitute legal, valid and binding obligations of such Loan Party enforceable against such Loan Party in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5.3. No Conflict; Government Consent. Neither the execution and delivery by any Loan Party of the Loan Documents to which it is a party, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Loan Party or (ii) any Loan Party's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating or other management agreement, as the case may be, or (iii) the provisions of any indenture (including, without limitation, the 2010 Parent Indenture), instrument or agreement to which any Loan Party is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the Property of such Loan Party pursuant to the terms of any such indenture, instrument or agreement. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any Governmental Authority which has not been obtained by a Loan Party, is required to be obtained



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by any Loan Party in connection with the execution and delivery of the Loan Documents, the borrowings under this Agreement, the payment and performance by the Loan Parties of the Obligations or the legality, validity, binding effect or enforceability of any of the Loan Documents, except for (i) filing of amendments to Mortgages and UCC financing statements to be filed on or immediately after the Effective Date and (ii) routine approvals required in connection with the performance by the Loan Parties of their businesses.

5.4. Security Interest in Collateral. The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all the Collateral in favor of the Agent, for the benefit of the Agent and the Lenders, and such Liens (upon any required filing and recordation) constitute perfected and continuing Liens on the Collateral, securing the Obligations, enforceable against the applicable Loan Party and all third parties, and having priority over all other Liens on the Collateral except in the case of (a) Permitted Liens, to the extent any such Permitted Liens would have priority over the Liens in favor of the Agent pursuant to any applicable law or agreement and (b) Liens perfected only by possession (including possession of any certificate of title) to the extent the Agent has not obtained or does not maintain possession of such Collateral.

5.5. Financial Statements.

(a) The audited consolidated financial statements of the Parent and its Subsidiaries for the period ended September 30, 2013 heretofore delivered to the Lenders (A) were prepared in accordance with GAAP (as in effect on the date such statements were prepared) and fairly present the consolidated financial condition and operations of the Parent and its Subsidiaries at such date and the consolidated results of their operations for the period then ended and (B) with respect to the financial statements referred to in clause (i) hereof, are accompanied by an unqualified audit report certified by independent certified public accountants.

(b) The most recent Projections delivered to the Agent and the Lenders pursuant to Section 6.1(d) represent the Borrower's good faith estimate of the future financial performance of the Borrower for the period set forth therein.

5.6. Material Adverse Change. Since September 30, 2013, after giving effect to the consummation of the transactions contemplated hereby on the Effective Date, there has been no change in the business, operations, Property, condition (financial or otherwise) or prospects of the Loan Parties which could reasonably be expected to have a Material Adverse Effect.

5.7. Taxes. The Loan Parties have filed all U.S. federal tax returns and all other Tax returns which are required to be filed, all such returns are complete and correct and the Loan Parties have paid all Taxes due pursuant to said returns or pursuant to any assessment received by any Loan Party, except such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in accordance with GAAP and as to which no Lien exists. No tax liens have been filed and no claims are being asserted with respect to any such Taxes. The charges, accruals and reserves on the books of the Loan Parties in respect of any taxes or other governmental charges are adequate. If any Loan Party is a limited liability company, each such limited liability company qualifies for partnership tax treatment under U.S. federal tax law.

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5.8. Litigation and Contingent Obligations. Except as set forth on Schedule 5.8, there is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their officers, threatened against or affecting any Loan Party which could reasonably be expected to have a Material Adverse Effect or which seeks to prevent, enjoin or delay the making of any Credit Extensions. Other than any liability incident to any litigation, arbitration or proceeding which (i) could not reasonably be expected to have a Material Adverse Effect or (ii) is set forth on Schedule 5.8, no Loan Party has any material contingent obligations not provided for or disclosed in the financial statements referred to in Section 5.5.

5.9. Capitalization and Subsidiaries. Schedule 5.9 sets forth (a) a correct and complete list of the name of each and all of the Parent's Subsidiaries, (b) the location of the chief executive office of each Loan Party and each of its Subsidiaries and each other location where any of them have maintained their chief executive office in the past five years, (c) a true and complete listing of each class of each Loan Party's authorized Capital Stock, of which all of such issued shares are validly issued, outstanding, fully paid and non-assessable, and owned beneficially and of record by the Persons identified on Schedule 5.9, and (d) the type of entity of each Loan Party. With respect to each Loan Party, Schedule 5.9 also sets forth the employer or taxpayer identification number of each Loan Party and the organizational identification number issued by each Loan Party's jurisdiction of organization or a statement that no such number has been issued. All of the issued and outstanding Capital Stock owned by any Loan Party has been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and is fully paid and non-assessable.

5.10. ERISA. Except as would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect, (i) each Plan complies with all applicable requirements of law and regulations and (ii) no ERISA Event has occurred.

5.11. Accuracy of Information. No information, exhibit or report furnished by any Loan Party to the Agent or to any Lender in connection with the negotiation of, or compliance with, the Loan Documents contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading.

5.12. Names; Prior Transactions. Except as set forth on Schedule 5.12, the Loan Parties have not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any Acquisition.

5.13. Regulation U. No Loan Party is engaged, nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" as such terms are defined in Regulation U of the Board as now and from time to time hereafter in effect (such securities being referred to herein as "Margin Stock"). No Loan Party owns any Margin Stock, and none of the proceeds of the Loans or other extensions of credit under this Agreement will be used, directly or indirectly, for the purpose of purchasing or carrying any Margin Stock, for the purpose of reducing or retiring any Indebtedness that was originally incurred to purchase or carry any Margin Stock or for any other purpose that might cause any of the Loans or other extensions of credit under this Agreement to be considered a "purpose credit" within the meaning of Regulations T, U or X of the Board. No

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Loan Party will take or permit to be taken any action that might cause any Loan Document to violate any regulation of the Board.

5.14. Material Agreements. Schedule 5.14 hereto sets forth as of the Effective Date all material agreements and contracts to which any Loan Party is a party or is bound as of the date hereof. No Loan Party is subject to any charter or other corporate restriction which could reasonably be expected to have a Material Adverse Effect. No Loan Party is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (i) any material agreement to which it is a party or (ii) any agreement or instrument evidencing or governing Indebtedness.

5.15. Compliance With Laws. The Loan Parties have complied with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property except for any failure to comply with any of the foregoing which could not reasonably be expected to have a Material Adverse Effect.

5.16. Ownership of Properties. Except as set forth on Schedule 5.16, on the date of this Agreement, the Loan Parties will have good title, free of all Liens other than those permitted by Section 6.21, to all of the Property and assets reflected in the Loan Parties' most recent consolidated financial statements provided to the Agent as owned by the Loan Parties.

5.17. Plan Assets; Prohibited Transactions. No Loan Party is an entity deemed to hold "plan assets" (within the meaning of 29 C.F.R. § 2510.3-101) of an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA or any plan (within the meaning of Section 4975 of the Code), and neither the execution of this Agreement nor the making of Credit Extensions hereunder gives rise to a prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code. The Borrower is not an "operating company" as defined in 29 C.F.R. 2510-101 (c).

5.18. Environmental Matters.

(a) Each of the Loan Parties is in compliance with all Environmental Laws applicable to it or to the Collateral except where such noncompliance would not have a Material Adverse Effect. Each Loan Party holds all environmental permits and licenses that are necessary for the conduct of the business and operations of such Loan Party as now conducted and as proposed to be conducted, and has timely and properly applied for renewal of all environmental permits or licenses that have expired or are about to expire, except where the failure to hold, or to timely and properly reapply for, such environmental permits or licenses would not have a Material Adverse Effect. Schedule 5.18 lists (i) all notices from Federal, state or local environmental agencies to any Loan Party citing environmental violations or other conditions that could be the subject of investigation, remediation or other action under Environmental Law affecting the business and operations of any Loan Party or the Collateral that have not been finally resolved and disposed of, and no such violation or condition, whether or not notice regarding such violation or condition is listed on Schedule 5.18, if ultimately resolved against such party, would have a Material Adverse Effect and (ii) all material reports

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filed by each of the Loan Parties during the past twelve months with respect to its business and operations or the Collateral with any Federal, state or local environmental agency having jurisdiction over any of the Loan Parties or the Collateral, true and complete copies of which reports have been made available to the Lenders. Notwithstanding any such notice, except for matters the consequences of which will not have a Material Adverse Effect, the business and operations of each Loan Party and the Collateral are currently being operated in all respects within the limits set forth in such environmental permits or licenses and any current noncompliance with such permits or licenses will not result in any liability or penalty to any of the Loan Parties or in the revocation, loss or termination of any such environmental permits or licenses.

(b) All facilities located on the real property owned or leased by the Loan Parties, including without limitation the Collateral, which are subject to regulation by the Resource Conservation and Recovery Act (“RCRA”) are and have been operated in compliance with RCRA, except where such noncompliance would not have a Material Adverse Effect and none of the Loan Parties has received, or, to the knowledge of any Loan Party, been threatened with, a notice of violation of RCRA regarding such facilities.

(c) No Materials of Environmental Concern are or, to the knowledge of any Loan Party, have been located or present at any of the real property owned or leased by the Loan Parties, including without limitation the Collateral, or any previously owned properties, in violation of any Environmental Law, which violation will have a Material Adverse Effect, or in such circumstances as to give rise to liability, which liability will have a Material Adverse Effect, and with respect to such real property there has not occurred, to the knowledge of any Loan Party (i) any release or threatened release of any Materials of Environmental Concern, (ii) any discharge or threatened discharge of any Materials of Environmental Concern into the environment which violates any Environmental Law or (iii) any assertion of any lien pursuant to Environmental Laws resulting from any use, spill, discharge or clean-up of any Materials of Environmental Concern, which occurrence referred to in clause (i), (ii) or (iii) above will have a Material Adverse Effect.

(d) Except as set forth on Schedule 5.18(d), none of the Loan Parties has received notice that it has been identified as a potentially responsible party under the Comprehensive Environmental Response, Compensation, and Liability Act or any comparable state, local or foreign law nor has any Loan Party received any notification that any Materials of Environmental Concern that it has used, generated, stored, treated, handled, transported or disposed of or arranged for transport for disposal or treatment of, or arranged for disposal or treatment of, has been found at any site at which any Governmental Authority or private party is conducting or plans to conduct a remedial investigation or other action pursuant to any Environmental Law.

(e) None of the matters disclosed in Schedule 5.18 or Schedule 5.18(d), either individually or in the aggregate, involves a violation of or a liability under any Environmental Law, the consequences of which will have a Material Adverse Effect.

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5.19. Investment and Holding Company Status. No Loan Party is (a) an “investment company” or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended or (b) a “holding company” as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935, as amended.

5.20. Bank Accounts. As of the Effective Date, Exhibit B to the Security Agreement contains a complete and accurate list of all bank accounts maintained by each Loan Party with any bank or other financial institution.

5.21. Indebtedness. As of the Effective Date and after giving effect to the Credit Extensions to be made on the Effective Date (if any), the Loan Parties have no Indebtedness, except for (a) the Obligations, and (b) any Indebtedness described on Schedule 5.21.

5.22. Affiliate Transactions. Except as set forth on Schedule 5.22, as of the Effective Date, there are no existing or proposed agreements, arrangements, understandings, or transactions between any Loan Party and any of the officers, members, managers, directors, stockholders, parents, other interest holders, employees, or Affiliates (other than Subsidiaries) of any Loan Party or any members of their respective immediate families (other than employment agreements and arrangements and transactions entered into in the ordinary course of business on terms that are arms-length), and none of the foregoing Persons are directly or indirectly indebted to or have any direct or indirect ownership, partnership, or voting interest in any Affiliate of any Loan Party or any Person with which any Loan Party has a business relationship or which competes with any Loan Party.

5.23. Real Property; Leases. As of the Effective Date, Schedule 5.23 sets forth a correct and complete list of all real Property owned by each Loan Party, all leases and subleases of real Property by each Loan Party as lessee or sublessee, and all leases and subleases of real Property by each Loan Party as lessor or sublessor. Each of such leases and subleases is valid and enforceable in accordance with its terms and is in full force and effect, and no default by any party to any such lease or sublease exists. Each Loan Party has good and indefeasible title in fee simple to the real Property identified on Schedule 5.23 as owned by such Loan Party, or valid leasehold interests in all real Property designated therein as “leased” by such Loan Party.

5.24. Intellectual Property Rights. As of the Effective Date: (a) Schedule 5.24 sets forth a correct and complete list of all Intellectual Property Rights of each Loan Party; (b) none of the Intellectual Property Rights listed in Schedule 5.24 is subject to any licensing agreement or similar arrangement except as set forth in Schedule 5.24; (c) the Intellectual Property Rights described in Schedule 5.24 constitute all of the property of such type necessary to the current and anticipated future conduct of the Loan Parties’ business; (d) to the best of each Loan Party’s knowledge, no slogan or other advertising device, product, process, method, substance, part, or other material now employed, or now contemplated to be employed, by any Loan Party infringes in any material respect upon any rights held by any other Person; and (e) no claim or litigation regarding any of the foregoing is pending or threatened, and no patent, invention, device, application, principle or any statute, law, rule, regulation, standard, or code is pending or, to the knowledge of any Loan Party, proposed, which, in either case, could reasonably be expected to have a Material Adverse Effect.

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5.25. Insurance. Schedule 5.25 lists all insurance policies of any nature maintained, as of the Effective Date, by each Loan Party, as well as a summary of the terms of each such policy.

5.26. Solvency.

(a) Immediately after the consummation of the transactions to occur on the date hereof and immediately following the making of each Credit Extension, if any, made on the date hereof and after giving effect to the application of the proceeds of such Credit Extensions, (a) the fair value of the assets of each Loan Party, at a fair valuation, will exceed the debts and liabilities, subordinated, contingent or otherwise, of each Loan Party; (b) the present fair saleable value of the Property of each Loan Party will be greater than the amount that will be required to pay the probable liability of each Loan Party on its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (c) each Loan Party will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) each Loan Party will not have unreasonably small capital with which to conduct the businesses in which it is engaged as such businesses are now conducted and are proposed to be conducted after the date hereof.

(b) The Borrower does not intend to, nor will the Borrower permit any of its Subsidiaries to, and the Borrower does not believe that it or any of its Subsidiaries will, incur debts beyond its ability to pay such debts as they mature, taking into account the timing of and amounts of cash to be received by it or any such Subsidiary and the timing of the amounts of cash to be payable on or in respect of its Indebtedness or the Indebtedness of any such Subsidiary.

5.27. Subordinated Indebtedness. The Secured Obligations constitute senior indebtedness which is entitled to the benefits of the subordination provisions of all outstanding Subordinated Indebtedness. In addition, (a) no "Event of Default" or "Default" under and as defined in the 2010 Parent Indenture exists, nor will any such Event of Default or Default exist immediately after the granting or continuation of any Loan, under the 2010 Parent Indenture or any agreement executed by the Parent or any of its Subsidiaries in connection therewith; and (b) all of the Obligations constitute Permitted Indebtedness as defined in the 2010 Parent Indenture.

5.28. Post-Retirement Benefits. The present value of the expected cost of post-retirement medical and insurance benefits payable by the Loan Parties to their employees and former employees, as estimated by such Loan Parties in accordance with procedures and assumptions deemed reasonable by the Required Lenders, does not exceed \$10,000,000 in the aggregate.

5.29. Common Enterprise. The successful operation and condition of each of the Loan Parties is dependent on the continued successful performance of the functions of the group of the Loan Parties as a whole and the successful operation of each of the Loan Parties is dependent on the successful performance and operation of each other Loan Party. Each Loan Party expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (i) successful operations

of each of the other Loan Parties and (ii) the credit extended by the Lenders to the Borrower hereunder, both in their separate capacities and as members of the group of companies. Each Loan Party has determined that execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, will be of direct and indirect benefit to such Loan Party, and is in its best interest.

5.30. Reportable Transaction. The Borrower does not intend to treat the Advances and related transactions as being a “reportable transaction” (within the meaning of Treasury Regulation Section 1.6011-4). In the event the Borrower determines to take any action inconsistent with such intention, it will promptly notify the Agent thereof.

5.31. Labor Disputes. Except as set forth on Schedule 5.31, as of the Effective Date (a) there is no collective bargaining agreement or other labor contract covering employees of the Borrower or any of its Subsidiaries, (b) no such collective bargaining agreement or other labor contract is scheduled to expire during the term of this Agreement, (c) no union or other labor organization is seeking to organize, or to be recognized as, a collective bargaining unit of employees of the Borrower or any of its Subsidiaries or for any similar purpose, and (d) there is no pending or (to the best of the Borrower’s knowledge) threatened, strike, work stoppage, material unfair labor practice claim, or other material labor dispute against or affecting the Borrower or its Subsidiaries or their employees.

5.32. Fixed Price Supply Contracts. None of the Loan Parties is a party to any contract for the purchase or supply by such parties of any product except where (a) the purchase price is set with reference to a spot index or indices substantially contemporaneously with the delivery of such product or (b) delivery of such product is to be made no more than 18 months after the purchase price is agreed to. All such contracts for the delivery of product to any Loan Party referred to in the foregoing clause (b) which are in effect on the Effective Date are set forth in Schedule 5.32.

5.33. Trading and Inventory Policies. Each Loan Party maintains a hedging policy to the effect that it will not trade any commodities. Each Loan Party maintains a supply inventory position policy to the effect that it will not hold on hand, as of any date, more Commodities Inventory than will be sold in the normal course of business during the following 90 days. Each Loan Party is in compliance with such policies.

5.34. Use of Proceeds. The Borrower will use the proceeds of the Loans solely as set forth in Section 6.2.

## ARTICLE VI

### COVENANTS

Each Loan Party executing this Agreement jointly and severally agrees as to all Loan Parties that from and after the date hereof and until the Facility Termination Date:

6.1. Financial and Collateral Reporting. Each Loan Party will maintain, for itself and each Subsidiary, a system of accounting established and administered in accordance with GAAP, and will furnish to the Lenders:

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(a) within ninety days after the close of each Fiscal Year of the Parent and its Subsidiaries (starting with the Fiscal Year ending September 30, 2013), an unqualified audit report certified by independent certified public accountants reasonably acceptable to the Required Lenders, prepared in accordance with GAAP on a consolidated and consolidating basis (consolidating statements need not be certified by such accountants), including balance sheets as of the end of such Fiscal Year, related profit and loss and reconciliations of statements of retained earnings, and a statement of cash flows, accompanied by (i) any management letter prepared by said accountants and (ii) a certificate of said accountants that, in the course of their examination necessary for their certification of the foregoing, they have obtained no knowledge of any Default or Unmatured Default, or if, in the opinion of such accountants, any Default or Unmatured Default shall exist, stating the nature and status thereof;

(b) within forty-five days after the close of the first three quarterly periods of each Fiscal Year of the Parent and its Subsidiaries, consolidated and consolidating unaudited balance sheets as at the close of each such Fiscal Quarter and consolidated and consolidating profit and loss and reconciliations of statements of retained earnings and a statement of cash flows for the period from the beginning of the applicable Fiscal Year to the end of such Fiscal Quarter, setting forth in each case in comparative form the figures for the applicable period, all certified by its chief financial officer and prepared in accordance with GAAP (except for exclusion of footnotes and subject to normal year-end audit adjustments);

(c) within thirty days after the close of each Fiscal Month, consolidated and consolidating unaudited balance sheets of the Parent and its Subsidiaries at the close of each such Fiscal Month and consolidated and consolidating profit and loss and reconciliations of statements of retained earnings and a statement of cash flows for the period from the beginning of the applicable Fiscal Year to the end of such Fiscal Month, setting forth in each case in comparative form the figures for the prior 12-month period, all prepared in accordance with GAAP (except for exclusion of footnotes and subject to normal year-end audit adjustments) and certified by its chief financial officer or vice president—controller;

(d) as soon as available, but not less than 10 days prior to the end of such Fiscal Year, a copy of the plan and forecast (including a projected consolidated and consolidating balance sheet, income statement and funds flow statement) of the Parent for each month of such Fiscal Year (the “Projections”) in form reasonably satisfactory to the Agent;

(e) together with each of the financial statements required under Sections 6.1(a), (b) and (c), a compliance certificate in substantially the form of Exhibit E (a “Compliance Certificate”) signed by the chief financial officer, vice president—controller or treasurer of the Borrower Representative showing the calculations necessary to determine compliance with this Agreement (including calculation of Availability for purposes of Sections 6.16 and 6.25) and the Applicable Margin and stating that no Default or Unmatured Default exists, or if any Default or Unmatured Default exists, stating the nature and status thereof;



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(f) as soon as available but in any event within 20 days of the end of each Fiscal Month (or, during the Seasonal Availability Period or to the extent Availability is less than 15.0% of the Aggregate Commitment, within 3 days of the end of each week), and at such other times as may be requested by the Agent (in its Permitted Discretion), as of the period then ended, a Borrowing Base Certificate, which will include information relating to the Borrowing Base as calculated and defined in the 2010 Parent Indenture and supporting information in connection therewith;

(g) as soon as available but in any event within 20 days of the end of each Fiscal Month (or, during the Seasonal Availability Period or to the extent Availability is less than 15.0% of the Aggregate Commitment, within 3 days of the end of each week) and at such other times as may be requested by the Agent (in its Permitted Discretion), as of the period then ended:

(i) (1) a summary aging of the Accounts of Petro and each of its Subsidiaries, including an aged accounts receivable total for each Account Debtor, supported by a total page from the system summary aging for each branch, and (2) reconciled to the Borrowing Base Certificate delivered as of such date prepared in a manner reasonably acceptable to the Agent, together with such transaction analysis or roll-forward information as the Agent requests, in its Permitted Discretion;

(ii) a schedule detailing the Borrower's Inventory, in form reasonably satisfactory to the Agent, (1) by location (showing Inventory in transit, any Inventory located with a third party under any consignment, bailee arrangement, or warehouse agreement), by product type, and by volume on hand, which Inventory shall be valued at the lower of cost (determined on a weighted average basis) or market and adjusted for Reserves as the Agent has previously indicated to the Borrower are deemed by the Agent to be appropriate, (2) including a report of any variances or other results of Inventory counts performed by the Borrower since the last Inventory schedule (including information regarding sales or other reductions, additions, returns, credits issued by the Borrower and complaints and claims made against the Borrower), and (3) reconciled to the Borrowing Base Certificate delivered as of such date;

(iii) a worksheet of calculations prepared by the Borrower to determine Eligible Accounts Receivable, Eligible Heating Oil and Other Fuel Inventory and Eligible Other Inventory, such worksheets detailing the Accounts and Inventory excluded from Eligible Accounts Receivable, Eligible Heating Oil and Other Fuel Inventory and Eligible Other Inventory and the reason for such exclusion;

(iv) a reconciliation of the Borrower's Accounts and Inventory between the amounts shown in the Borrower's general ledger and financial statements and the reports delivered pursuant to clauses (i) and (ii) above; and

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(v) a reconciliation of the loan balance per the Borrower's general ledger to the loan balance set forth in statements given to the Borrower under this Agreement;

(h) as soon as available but in any event within 20 days of the end of each Fiscal Month (or, during the Seasonal Availability Period or to the extent Availability is less than 15.0% of the Aggregate Commitment, within 3 days of the end of each week) and at such other times as may be requested by the Agent (in its Permitted Discretion), as of the month then ended, a schedule and aging of the Borrower's accounts payable;

(i) promptly upon the Agent's request (in its Permitted Discretion):

(i) copies of invoices in connection with the invoices issued by the Borrower in connection with any Accounts, credit memos, shipping and delivery documents, and other information related thereto;

(ii) copies of purchase orders, invoices, and shipping and delivery documents in connection with any Inventory, Machinery or Equipment purchased by any Loan Party; and

(iii) a schedule detailing the balance of all intercompany accounts of the Loan Parties;

(j) as soon as possible and in any event within 20 days of filing thereof, copies of all tax returns filed by any Loan Party with the U.S. Internal Revenue Service;

(k) as soon as possible and in any event within 300 days after the close of the Fiscal Year of each Single Employer Plan, a certified financial statement of such Single Employer Plan;

(l) as soon as possible and in any event within 10 days after the Borrower (i) knows that any Reportable Event has occurred with respect to any Plan, a statement, signed by the chief financial officer of the Borrower, describing said Reportable Event and the action which the Borrower proposes to take with respect thereto; (ii) receives a determination that any Plan is, or is expected to be in "at risk" status (within the meaning of Section 430 of the Code or Title IV of ERISA), a statement describing such status determination and the action which the Borrower proposes to take with respect thereto; or (iii) receives any determination that a Multiemployer Plan is expected in endangered or critical status (within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA), a copy of such determination;

(m) as soon as possible and in any event within 10 days (i) of filing therewith with the PBGC, the U.S. Internal Revenue Service or any other governmental entity, a copy of each annual report or other filing with respect to any Single Employer Plan;

(n) as soon as possible and in any event with 10 days following receipt thereof, copies of any documents described in Sections 101(k) or 101(l) of ERISA that Borrower or any member of its Controlled Group may request with respect to any Multiemployer

Plan to which it is a party; provided, that if the Borrower or any member of its Controlled Group has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, then, upon reasonable request of the Agent, the Borrower and/or the Controlled Group members shall promptly make a request for such documents and notices from such administrator or sponsor and the Borrower shall provide copies of such documents and notices to the Agent (on behalf of each requesting Lender) promptly after receipt thereof, and further provided, that the rights granted to the Agent in this section shall not be exercised more than once during a 12-month period;

(o) as soon as possible and in any event within 10 days after receipt by any Loan Party and to the extent pertaining to a matter that could have a material impact on any Loan Party, a copy of (i) any notice or claim to the effect that any Loan Party is or may be liable to any Person as a result of the release by any Loan Party, or any other Person of any toxic or hazardous waste or substance into the environment, and (ii) any notice alleging any violation of any Environmental Laws or any federal, state or local environmental, health or safety law or regulation by the any Loan Party;

(p) concurrently with the delivery of annual audited financial statements pursuant to Section 6.1(a), an updated Customer List for the Borrower, certified as true and correct by an Authorized Officer of the Borrower (it being understood that the Agent and the Lenders shall treat such Customer Lists as confidential information subject to Section 9.11);

(q) concurrently with the furnishing thereof to the unitholders of the Parent, copies of all financial statements, reports and proxy statements so furnished;

(r) promptly upon the filing thereof, copies of all registration statements and annual, quarterly, monthly or other regular reports which any Loan Party files with the Securities and Exchange Commission; and

(s) such other information (including, without limitation, non-financial information as more fully described on Schedule 6.1(s)) as the Agent or any Lender may from time to time reasonably request.

#### 6.2. Use of Proceeds.

(a) The Borrower will use the proceeds of the Credit Extensions solely to finance the working capital needs of the Borrower and its Subsidiaries in the ordinary course of business; provided that Facility LCs may also be used to support (i) obligations under workers' compensation laws, (ii) obligations to suppliers of petroleum derivative products or energy commodity derivative providers in the ordinary course of business consistent with past practices and (iii) other ordinary course obligations of the Loan Parties.

(b) No Loan Party will use any of the proceeds of the Credit Extensions to (i) purchase or carry any Margin Stock in violation of Regulation U, (ii) repay or refinance any Indebtedness of any Person incurred to buy or carry any Margin Stock, (iii) acquire any security in any transaction that is subject to Section 13 or Section 14 of the Securities

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Exchange Act of 1934 (and the regulations promulgated thereunder), or (iv) so long as the 2010 Parent Indenture is in effect, make any Acquisition.

6.3. Notices. Each Loan Party will give prompt notice in writing to the Agent and the Lenders of:

(a) the occurrence of any Default or Unmatured Default;

(b) any other development, financial or otherwise, which could reasonably be expected to have a Material Adverse Effect;

(c) the assertion by the holder of any Capital Stock of any Loan Party or the holder of any Indebtedness of any Loan Party in excess of \$1,000,000 that any default exists with respect thereto or that any Loan Party is not in compliance therewith;

(d) receipt of any written notice that any Loan Party is subject to any investigation by any governmental entity with respect to any potential or alleged violation of any applicable Environmental Law or of imposition of any Lien against any Property of any Loan Party for any liability with respect to damages arising from, or costs resulting from, any violation of any Environmental Laws, in each case, that could reasonably be expected to result in a material impact on any Loan Party;

(e) receipt of any notice of litigation commenced or threatened against any Loan Party that (i) seeks damages in excess of (A) \$500,000 above insurance coverage limits or (B) \$5,000,000 regardless of insurance coverage limits, (ii) seeks injunctive relief, (iii) is asserted or instituted against any Plan, its fiduciaries or its assets, (iv) alleges criminal misconduct by any Loan Party, (v) alleges the violation of any law regarding, or seeks remedies in connection with, any Environmental Laws; or (vi) involves any product recall;

(f) any Lien (other than Permitted Liens) or claim made or asserted against any of the Collateral;

(g) its decision to change, (i) such Loan Party's name or type of entity, (ii) such Loan Party's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating or other management agreement, and (iii) the location where any Collateral is held or maintained; provided that, in no event shall the Agent receive notice of such change less than thirty days prior thereto;

(h) commencement of any proceedings contesting any tax, fee, assessment, or other governmental charge in excess of \$250,000;

(i) the opening of any new deposit account by any Loan Party with any bank or other financial institution;

(j) any loss, damage, or destruction to the Collateral in the amount of \$500,000 or more, whether or not covered by insurance;

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(k) any and all default notices received under or with respect to any leased location or public warehouse where Collateral is located (which shall be delivered within two Business Days after receipt thereof);

(l) all material amendments to real estate leases, together with a copy of each such amendment;

(m) immediately after becoming aware of any pending or threatened strike, work stoppage, unfair labor practice claim, or other labor dispute affecting the Borrower or any of its Subsidiaries in a manner which could reasonably be expected to have a Material Adverse Effect;

(n) concurrently with the delivery of each Borrowing Base Certificate, a listing of each Rate Management Transaction or amendment to a Rate Management Transaction that such Loan Party has entered into since the date on which a Borrowing Base Certificate was last delivered pursuant to Section 6.1(f), together with copies of all agreements evidencing such Rate Management Transactions or amendments thereto;

(o) [Intentionally omitted];

(p) any circumstances that it reasonably believes may result in an assertion that a withdrawal under Title IV of ERISA has occurred by any Loan Party or any member of its Controlled Group with respect to any Multiemployer Plan; and

(q) any other matter as the Agent may reasonably request.

6.4. Conduct of Business. Each Loan Party will:

(a) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted;

(b) do all things necessary to remain duly incorporated or organized, validly existing and (to the extent such concept applies to such entity) in good standing as a domestic corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted; provided that nothing in this Section 6.4 shall prohibit any transaction permitted by Section 6.18.

(c) keep adequate books and records with respect to its business activities in which proper entries, reflecting all financial transactions, are made in accordance with GAAP and on a basis consistent with the financial statements delivered to the Agent pursuant to Section 4.1(m);

(d) at all times maintain, preserve and protect all of its assets and properties used or useful in the conduct of its business, and keep the same in good repair, working order and condition in all material respects (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with industry practices; and

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(e) transact business only in such corporate and trade names as are set forth in Schedule 5.12 (as such schedule may be amended or supplemented from time to time with prompt notification to the Agent of such amendment or supplement).

6.5. Taxes. Each Loan Party will timely file complete and correct U.S. federal and applicable foreign, state and local Tax returns required by law and pay when due all Taxes upon it or its income, profits, Property or Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside in accordance with GAAP. At any time that any Loan Party is organized as a limited liability company, each such limited liability company will qualify for partnership tax treatment under U.S. federal tax law.

6.6. Payment of Indebtedness and Other Liabilities. Each Loan Party will pay or discharge when due all Material Indebtedness permitted by Section 6.17 owed by such Loan Party and all other liabilities and obligations due to materialmen, mechanics, carriers, warehousemen, and landlords, except that the Loan Parties may in good faith contest, by appropriate proceedings diligently pursued, any such obligations; provided that, (a) adequate reserves have been set aside for such liabilities in accordance with GAAP, (b) no Lien shall be imposed to secure payment of such liabilities that is superior to the Agent's Liens securing the Secured Obligations, (c) none of the Collateral becomes subject to forfeiture or loss as a result of the contest and (d) such Loan Party shall promptly pay or discharge such contested liabilities, if any, and shall deliver to the Agent evidence reasonably acceptable to the Agent of such compliance, payment or discharge, if such contest is terminated or discontinued adversely to such Loan Party or the conditions set forth in this proviso are no longer met.

6.7. Insurance; Weather Hedging.

(a) Each Loan Party shall at all times maintain, with financially sound and reputable carriers having a Financial Strength rating of at least A- by A.M. Best Company, insurance against: (i) loss or damage by fire and loss in transit; (ii) theft, burglary, pilferage, larceny, embezzlement, and other criminal activities; (iii) general liability and (iv) and such other hazards, as is customary in the business of such Loan Party. All such insurance shall be in amounts, cover such assets and be under policies acceptable to the Agent in its Permitted Discretion. If any portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a "Special Flood Hazard Area" with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (now or as hereafter in effect or any successor act thereto), then the Borrower shall, or shall cause the applicable Loan Party to (A) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (B) deliver to the Agent evidence of such compliance in

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form and substance reasonably acceptable to the Agent. All premiums on such insurance shall be paid when due by the applicable Loan Party, and copies of the policies delivered to the Agent. If any Loan Party fails to obtain any insurance as required by this Section, the Agent at the direction of the Required Lenders may obtain such insurance at the Borrower's expense. By purchasing such insurance, the Agent shall not be deemed to have waived any Default or Unmatured Default arising from any Loan Party's failure to maintain such insurance or pay any premiums therefor. No Loan Party will use or permit any Property to be used in violation of applicable law or in any manner which might render inapplicable any insurance coverage.

(b) All insurance policies required under Section 6.7(a) shall name the Agent (for the benefit of the Agent and the Lenders) as an additional insured or as loss payee, as applicable, and shall provide that, or contain loss payable clauses or mortgage clauses, in form and substance reasonably satisfactory to the Agent, which provide that:

- (i) all proceeds thereunder with respect to any Collateral shall be payable to the Agent;
- (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the Property described in such policy; and
- (iii) such policy and loss payable clauses may be canceled, amended, or terminated only upon at least thirty days prior written notice given to the Agent.

(c) The Borrower must give the Agent prior written notice of any change in insurance carriers and any new insurance policy shall comply with the provisions of this Section 6.7 and otherwise be reasonably acceptable to the Agent. Without in any way limiting the foregoing, in no event shall the Borrower change their insurance carrier without first obtaining a loss payable endorsement in form and substance reasonably satisfactory to the Agent.

(d) Notwithstanding the foregoing, any insurance or condemnation proceeds received by the Loan Parties shall be immediately forwarded to the Agent and the Agent may, at its option, apply any such proceeds to the reduction of the Obligations in accordance with Section 2.15(d), provided that in the case of insurance proceeds pertaining to any Loan Party other than the Borrower, such insurance proceeds shall be applied to the Loans owing by the Borrower. The Agent may permit or require any Loan Party to use such money, or any part thereof, to replace, repair, restore or rebuild the Collateral in a diligent and expeditious manner with materials and workmanship of substantially the same quality as existed before the loss, damage or destruction. Notwithstanding the foregoing, if the casualty giving rise to such insurance proceeds could not reasonably be expected to have a Material Adverse Effect and such insurance proceeds do not exceed \$500,000 in the aggregate, upon the applicable Loan Party's request, the Agent shall permit such Loan Party to replace, restore, repair or rebuild the property; provided that, if such Loan Party has not completed or entered into binding agreements to complete such replacement, restoration, repair or rebuilding within ninety days of such casualty, the Agent may apply such insurance proceeds to the Obligations in

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accordance with Section 2.15. All insurance proceeds that are to be made available to the Borrower to replace, repair, restore or rebuild the Collateral shall be applied by the Agent to reduce the outstanding principal balance of the Revolving Loans (which application shall not result in a permanent reduction of the Aggregate Commitment) and upon such application, the Agent shall establish a Reserve against the Borrowing Base in an amount equal to the amount of such proceeds so applied. All insurance proceeds made available to any Loan Party that is not the Borrower to replace, repair, restore or rebuild Collateral shall be deposited in a cash collateral account. In either case, thereafter, such funds shall be made available to the applicable Loan Party to provide funds to replace, repair, restore or rebuild the Collateral as follows:

(i) the Borrower Representative, on behalf of the applicable Borrower, shall request a Revolving Loan or the Borrower Representative, on behalf of the applicable Loan Party, shall request a release from the cash collateral account be made in the amount needed;

(ii) so long as the conditions set forth in Section 4.2 have been met, the Lenders shall make such Revolving Loan or the Agent shall release funds from the cash collateral account; and

(iii) in the case of insurance proceeds applied against the Revolving Loan, the Reserve established with respect to such insurance proceeds shall be reduced by the amount of such Revolving Loan.

(e) Each Loan Party shall maintain a program to hedge against business risks associated with weather as deemed appropriate by its board of directors.

6.8. Compliance with Laws. Each Loan Party will comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject including, without limitation, all Environmental Laws. This covenant shall be deemed not breached by a noncompliance with the foregoing if, upon learning of such noncompliance, the affected Loan Parties promptly undertake reasonable efforts to eliminate such noncompliance, and such noncompliance and the elimination thereof, in the aggregate with any other noncompliance with any of the foregoing and the elimination thereof, could not reasonably be expected to have a Material Adverse Effect.

6.9. Maintenance of Properties and Intellectual Property Rights. Each Loan Party will do all things necessary to (i) maintain, preserve, protect and keep its Property in good repair, working order and condition, and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times and (ii) obtain and maintain in effect at all times all material franchises, governmental authorizations, Intellectual Property Rights, licenses and permits, which are necessary for it to own its Property or conduct its business as conducted on the Effective Date.

6.10. Inspection. Each Loan Party will permit the Agent and, at the expense of such Lender, any Lender, by their respective employees, representatives and agents, from time to time upon two Business Days' prior notice as frequently as the Agent reasonably determines (in its



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Permitted Discretion) to be appropriate, to (a) inspect any of the Property, the Collateral, and the books and financial records of such Loan Party, (b) examine, audit and make extracts or copies of the books of accounts and other financial records of such Loan Party, (c) have access to its properties, facilities, the Collateral and its advisors, officers, directors and employees to discuss the affairs, finances and accounts of such Loan Party and (d) review, evaluate and make test verifications and counts of the Accounts, Inventory and other Collateral of such Loan Party (it being understood that it is anticipated that the examinations referred to in clauses (a) through (d) of this Section 6.10 will be conducted once per year, with up to two such examinations per year to be permitted at the Agent's sole discretion). If a Default or an Unmatured Default has occurred and is continuing or if Availability is less than 15.0% of the Aggregate Commitment, each Loan Party shall provide such access to the Agent and to each Lender at all times and without advance notice. Furthermore, so long as any Default has occurred and is continuing, each Loan Party shall provide the Agent and each Lender with access to its suppliers. Each Loan Party shall promptly make available to the Agent and its counsel originals or copies of all books and records that the Agent may reasonably request. The Loan Parties acknowledge that from time to time the Agent may prepare and may distribute to the Lenders certain audit reports pertaining to the Loan Parties' assets for internal use by the Agent and the Lenders from information furnished to it by or on behalf of the Loan Parties, after the Agent has exercised its rights of inspection pursuant to this Agreement.

6.11. Appraisals. Whenever a Default or Unmatured Default exists or Availability is less than 15.0% of the Aggregate Commitment, and at such other times as the Agent requests, the Loan Parties shall, at their sole expense, provide the Agent with appraisals or updates thereof of their Inventory, Equipment, Customer Lists and real Property from an appraiser selected and engaged by the Agent, and prepared on a basis, satisfactory to the Agent, such appraisals and updates to include, without limitation, information required by applicable law and regulations and by the internal policies of the Lenders (it being understood and agreed that appraisals with respect to Customer Lists shall be required on an annual basis).

6.12. Communications with Accountants. Each Loan Party executing this Agreement authorizes (a) the Agent and (b) so long as a Default has occurred and is continuing, each Lender, to communicate directly with its independent certified public accountants and authorizes and shall instruct those accountants and advisors to communicate to the Agent and each Lender information relating to any Loan Party with respect to the business, results of operations and financial condition of any Loan Party.

6.13. Post-Closing Obligations with respect to Real Property: Mortgage Amendments, Collateral Access Agreements, etc.. (a) The Loan Parties shall deliver to the Agent by no later than the date that is 60 days after the Effective Date (or by such other date to which the Agent may agree in its sole discretion), with respect to each parcel of owned real Property set forth on Schedule 5.23, each of the following (to the extent customary or reasonably requested), in form and substance reasonably satisfactory to the Agent:

- (i) an amendment to the Existing Mortgage covering such parcel of real Property;
- (ii) a "date-down" endorsement to the existing title insurance policy for such parcel of real Property issued by the title company that issued such

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existing title insurance policy, which endorsement shall update the effective date of such existing title insurance policy and amend the description of the insured Existing Mortgage to include the amendment to such Existing Mortgage;

(iii) evidence that the Borrower has paid all premiums in respect of the endorsement to the existing title policy for such parcel of real Property, as well as all charges for mortgage recording taxes and mortgage filing fees payable in connection with the recording of the amendment to the Existing Mortgage or new Mortgage, as the case may be, covering such parcel of real Property, and all related expenses, if any;

(iv) (A) a "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Property (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower or the applicable Loan Party in the event any such Mortgaged Property is located in a special flood hazard area) and (B) a copy of, or a certificate as to coverage under, the flood insurance policies required by Section 6.7(a); and

(v) such other information, documentation, and certifications as may be reasonably required by the Agent.

(b) If requested by the Agent, each Loan Party shall use commercially reasonable efforts to obtain a Collateral Access Agreement from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee or bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Agent. With respect to such locations or warehouse space leased or owned as of the Effective Date and thereafter, if the Agent has not received a Collateral Access Agreement as of the Effective Date (or, if later, as of the date such location is acquired or leased), the Borrower's Eligible Inventory at that location shall be subject to such Reserves as may be established by the Agent (in its Permitted Discretion). After the Effective Date, no real property or warehouse space shall be leased by any Loan Party and no Inventory shall be shipped to a processor or converter under arrangements established after the Effective Date, unless and until, if requested by the Agent, a Collateral Access Agreement reasonably satisfactory to the Agent shall first have been obtained with respect to such location (it being understood that the Borrower shall provide the Agent with written notice prior to taking any such actions) and if it has not been obtained, the Borrower's Eligible Inventory at that location shall be subject to the establishment of Reserves reasonably acceptable to the Agent. Each Loan Party shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located. To the extent permitted hereunder, if any Loan Party proposes to acquire a fee ownership interest in real Property after the Effective Date, it shall first provide to the Agent a mortgage or deed of trust granting the Agent a first priority Lien on such real Property, together with environmental audits, mortgage title insurance commitment, real

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property survey, local counsel opinion(s), and, if required by the Agent, supplemental casualty insurance and flood insurance, and such other documents, instruments or agreements reasonably requested by the Agent, in each case, in form and substance reasonably satisfactory to the Agent.

6.14. Deposit Account Control Agreements. No later than the date that is 60 days after the Effective Date (or by such other date to which the Agent may agree in its sole discretion), the Loan Parties will provide to the Agent a Deposit Account Control Agreement duly executed on behalf of each financial institution holding a deposit account of a Loan Party as set forth in the Security Agreement.

6.15. Additional Collateral; Further Assurances.

(a) Subject to applicable law, each Loan Party shall, unless the Required Lenders otherwise consent, (i) cause each Subsidiary of the Parent (excluding any Foreign Subsidiary) to become or remain a Loan Party and a Guarantor and (ii) cause each Subsidiary of the Parent (excluding any Foreign Subsidiary) formed or acquired after the Effective Date in accordance with the terms of this Agreement to (1) become a party to this Agreement by executing the Joinder Agreement set forth as Exhibit F hereto (the "Joinder Agreement"), and (2) guarantee payment and performance of the Guaranteed Obligations pursuant to the Guaranty.

(b) Upon the request of the Agent, each Loan Party shall (i) grant Liens to the Agent, for the benefit of the Agent and the Lenders, pursuant to such documents as the Agent may reasonably deem necessary and deliver such property, documents, and instruments as the Agent may request to perfect the Liens of the Agent in any Property of such Loan Party which constitutes Collateral, including any parcel of real Property located in the U.S. owned by any Loan Party, and (ii) in connection with the foregoing requirements, or either of them, deliver to the Agent all items of the type required by Section 4.1 (as applicable). Upon execution and delivery of such Loan Documents and other instruments, certificates, and agreements, each such Person shall automatically become a Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents.

(c) Without limiting the foregoing, each Loan Party shall, and shall cause each of the Parent's Subsidiaries which is required to become a Loan Party pursuant to the terms of this Agreement to, execute and deliver, or cause to be executed and delivered, to the Agent such documents and agreements, and shall take or cause to be taken such actions as the Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents.

6.16. Dividends.

(a) No Loan Party will declare or pay any dividends or make any distributions on its Capital Stock (other than dividends or distributions payable in its own common stock) or redeem, repurchase or otherwise acquire or retire any of its Capital Stock at any time

outstanding, except that (x) any Subsidiary may declare and pay dividends or make distributions to the Borrower or to a Wholly-Owned Subsidiary of the Borrower, (y) so long as no Default or Unmatured Default then exists or would result therefrom, if the Parent qualifies as a partnership for U.S. federal income tax purposes, it may pay dividends or make distributions to its shareholders in an aggregate amount not greater than the amount necessary for such shareholders to pay their actual state and U.S. federal income tax liabilities in respect of income allocated to such shareholders by the Parent and (z) so long as no Default or Unmatured Default then exists or would result therefrom, the Borrower may pay dividends or make distributions to the Parent in an aggregate amount not to exceed \$10,000,000 per Fiscal Year solely to enable the Parent to pay, as the same becomes due and payable, its overhead expenses and any legal, accounting and other professional fees and expenses it may incur. Notwithstanding the foregoing, any Loan Party may make any dividends or distributions to its respective parent company (and the Parent may make any dividends or distributions to its equity owners) or redeem, repurchase or otherwise acquire or retire any of its Capital Stock so long as (x) after giving pro forma effect thereto, Availability (with any Suppressed Availability being included in each calculation of Availability pursuant to this clause (x)) was not less than 15.0% of the Aggregate Commitment for any period of three consecutive days during the six-month period ending on the date on which such dividends, distributions, redemptions, repurchases or other acquisitions or retirements of its Capital Stock were made and is not projected to be less than 15.0% of the Aggregate Commitment during the six-month period immediately after the date on which such dividends, distributions, redemptions, repurchases or other acquisitions or retirements of its Capital Stock are made (with such projected Availability to be determined by reference to the average projected Availability on the last day of each of the relevant six months) and (y) the Fixed Charge Coverage Ratio is not less than 1.15 to 1.00 after giving pro forma effect to such distributions as if such distributions were paid on the first day of the relevant period; provided, however, that (1) no Default or Unmatured Default then exists or would result therefrom and (2) the Borrower Representative has delivered a certificate of an Authorized Officer attesting to the matters set forth in clauses (x) and (y) above and showing in reasonable detail all calculations with respect thereto.

(b) No Loan Party shall directly or indirectly enter into or become bound by any agreement, instrument, indenture or other obligation (other than this Agreement and the other Loan Documents) that could directly or indirectly restrict, prohibit or require the consent of any Person with respect to the payment of dividends or distributions or the making or repayment of intercompany loans by a Subsidiary of the Borrower to the Borrower.

6.17. Indebtedness. No Loan Party will create, incur or suffer to exist any Indebtedness, except:

(a) the Obligations;

(b) Indebtedness existing on the date hereof and described in Schedule 5.21;

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(c) purchase money Indebtedness incurred in connection with the purchase of any Equipment; provided that, the amount of such purchase money Indebtedness shall be limited to an amount not in excess of the purchase price of such Equipment and the aggregate of all such purchase money Indebtedness incurred in any Fiscal Year shall not exceed \$10,000,000 at any time outstanding;

(d) Indebtedness which represents an extension, refinancing, or renewal of any of the Indebtedness described in clauses (b), (c), (g), (h) and (m) hereof; provided that, (i) other than with respect to any extension, refinancing or renewal of the Indebtedness described in clause (m), the principal amount or interest rate of such Indebtedness is not increased (except to the extent of the capitalization of transaction fees and expenses), (ii) any Liens securing such Indebtedness are not extended to any additional Property of any Loan Party, (iii) no Loan Party or other Subsidiary that is not originally obligated with respect to repayment of such Indebtedness is required to become obligated with respect thereto, (iv) such extension, refinancing or renewal does not result in a shortening of the average weighted maturity of the Indebtedness so extended, refinanced, or renewed (and, with respect to the Indebtedness described in clause (m), such extension, refinancing or renewal has a maturity no earlier than six months after the Facility Termination Date), (v) the terms of any such extension, refinancing, or renewal are not more onerous to the obligor thereunder than the original terms of such Indebtedness and (iv) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the refinancing, renewal, or extension Indebtedness must include subordination terms and conditions that are at least as favorable to the Agent and the Lenders as those that were applicable to the refinanced, renewed, or extended Indebtedness;

(e) Indebtedness owing by any Loan Party, other than the Parent, to any other Loan Party with respect to intercompany loans, provided further, that:

(i) the applicable Loan Parties shall have executed and delivered to the other Loan Party, on the Effective Date, a demand note (collectively, the "Intercompany Notes") to evidence any such intercompany Indebtedness owing at any time by any Loan Party to another Loan Party, which Intercompany Notes shall be in form and substance reasonably satisfactory to the Agent and shall be pledged and delivered to the Agent pursuant to the Security Agreement as additional collateral security for the Secured Obligations;

(ii) the Loan Parties shall record all intercompany transactions on their books and records in accordance with GAAP consistently applied;

(iii) the obligations of the Loan Parties under any such Intercompany Notes shall be subordinated to the Obligations of the Loan Parties hereunder in a manner reasonably satisfactory to the Agent;

(iv) at the time any such intercompany loan or advance is made by a Loan Party and after giving effect thereto, such Loan Party shall be Solvent; and

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(v) no Default or Unmatured Default would occur and be continuing after giving effect to any such proposed intercompany loan;

(f) (i) Contingent Obligations (A) by endorsement of instruments for deposit or collection in the ordinary course of business, (B) consisting of the Reimbursements Obligations and (C) consisting of the Guaranty and guarantees of Indebtedness incurred for the benefit of any other Loan Party (other than the Parent) if the primary obligation is not prohibited elsewhere in this Agreement and (ii) Indebtedness consisting of the excess of the benefit obligations of each Single Employer Plan over the fair market value of the assets of each such Plan, so long as the amount of such Indebtedness for all such Single Employer Plans, determined as of the most recent valuation date for each Plan using PBGC actuarial assumptions for single employer plan termination, does not, individually or in the aggregate, create a Material Adverse Effect;

(g) Capitalized Lease Obligations which in the aggregate do not exceed \$2,500,000 in any Fiscal Year;

(h) Indebtedness assumed in connection with any Permitted Acquisition; provided that, the aggregate amount of Indebtedness assumed under this clause (h) shall not exceed \$1,000,000 and provided further that, such Indebtedness is not incurred in connection with, or in contemplation or anticipation of, such Permitted Acquisition and does not attach to any asset of the Borrower or any of its Subsidiaries;

(i) Indebtedness arising under Rate Management Transactions, so long as such Rate Management Transactions (i) are entered into to hedge or mitigate risks to which a Loan Party has actual exposure and (ii) are not entered into for investment or speculative purposes;

(j) [Intentionally omitted];

(k) Parent Subordinated Debt;

(l) other unsecured Indebtedness in an amount not in excess of \$25,000,000; and

(m) Indebtedness arising under the 2010 Parent Indenture.

6.18. Merger. No Loan Party will merge or consolidate with or into any other Person, except that (a) any Subsidiary of the Borrower may merge into the Borrower or a Wholly-Owned Subsidiary of the Borrower and (b) any Loan Party (other than the Borrower) may merge with any other Loan Party.

6.19. Sale of Assets. No Loan Party will lease, sell or otherwise dispose of its Property (including any Capital Stock owned by it) to any other Person, except:

(a) sales of Inventory in the ordinary course of business;

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(b) the sale or other disposition of Equipment and the sale and/or leasing of real property that is obsolete or no longer useful in such Loan Party's business and having a book value not exceeding \$10,000,000 in the aggregate in any Fiscal Year; and

(c) the sale or disposition of other assets having a book value not exceeding a Substantial Portion in the aggregate in any Fiscal Year.

The Net Cash Proceeds of any sale or disposition permitted pursuant to this Section (other than pursuant to Section 6.19(a)) shall be delivered to the Agent as required by Section 2.15 and applied to the Obligations as set forth therein.

6.20. Investments and Acquisitions. No Loan Party will (i) make or suffer to exist any Investments (including without limitation, loans and advances to, and other Investments in, Subsidiaries), or commitments therefor, (ii) create any Subsidiary, (iii) become or remain a partner in any partnership or joint venture, or (iv) make any Acquisition, except:

(a) Cash Equivalent Investments, subject to control agreements in favor of the Agent for the benefit of the Lenders or otherwise subject to a perfected security interest in favor of the Agent for the benefit of the Lenders;

(b) Investments in Subsidiaries existing as of the Effective Date;

(c) other Investments in existence on the Effective Date and described in Schedule 6.20;

(d) Investments consisting of loans or advances made to employees of such Loan Party on an arms-length basis in the ordinary course of business consistent with past practices for travel and entertainment expenses, relocation costs and similar purposes up to a maximum of \$250,000 to any employee and up to a maximum of \$1,000,000 in the aggregate at any one time outstanding;

(e) subject to Sections 4.2(a) and 4.4 of the Security Agreement, Investments comprised of notes payable, or stock or other securities issued by Account Debtors to such Loan Party pursuant to negotiated agreements with respect to settlement of such Account Debtor's Accounts in the ordinary course of business, consistent with past practices, or acquired as a result of the bankruptcy or reorganization of such Account Debtor;

(f) additional Investments in Wholly-Owned Subsidiaries which are Loan Parties;

(g) Permitted Acquisitions and the formation of Wholly-Owned Subsidiaries of the Borrower in connection with a Permitted Acquisition;

(h) other Investments not to exceed (i) \$3,000,000 in the aggregate during the 12 month period after the Effective Date and (ii) \$10,000,000 in the aggregate during the term of this Agreement;

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(i) Investments in any existing or future, direct or indirect, Subsidiary which exists for the sole purpose of obtaining and holding a license which the Borrower deems necessary or advisable for its business; provided that (i) the total Investment in such Subsidiary does not exceed \$100,000 in the aggregate for any one such Subsidiary or \$200,000 in the aggregate for all such Subsidiaries and (ii) if the failure to have such license could reasonably be expected to have a Material Adverse Effect, the Subsidiary holding such license shall be a Guarantor; and

(j) Investments in Unrestricted Subsidiaries not to exceed \$20,000,000 in the aggregate during the term of this Agreement.

#### 6.21. Liens.

(a) No Loan Party will create, incur, or suffer to exist any Lien in, of, or on the Property of such Loan Party, except the following (collectively, "Permitted Liens"):

(i) Liens for taxes, fees, assessments, or other governmental charges or levies on the Property of such Loan Party if such Liens (1) shall not at the time be delinquent or (2) subject to the provisions of Section 6.6, do not secure obligations in excess of \$1,000,000, are being contested in good faith and by appropriate proceedings diligently pursued, adequate reserves in accordance with GAAP have been set aside on the books of such Loan Party, and a stay of enforcement of such Lien is in effect;

(ii) Liens imposed by law, such as carrier's, warehousemen's, and mechanic's Liens and other similar Liens arising in the ordinary course of business which secure payment of obligations not more than ten days past due or which are being contested in good faith by appropriate proceedings diligently pursued and for which adequate reserves shall have been set aside on such Loan Party's books;

(iii) statutory Liens in favor of landlords of real Property leased by such Loan Party; provided that, such Loan Party is current with respect to payment of all rent and other amounts due to such landlord under any lease of such real Property;

(iv) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation or to secure the performance of bids, tenders, or contracts (other than for the repayment of Indebtedness) or to secure indemnity, performance, or other similar bonds for the performance of bids, tenders, or contracts (other than for the repayment of Indebtedness) or to secure statutory obligations (other than liens arising under ERISA or Environmental Laws) or surety or appeal bonds, or to secure indemnity, performance, or other similar bonds;



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(v) Leases or subleases granted to others in the ordinary course of business, utility easements, building restrictions, and such other encumbrances or charges against real Property as are of a nature generally existing with respect to properties of a similar character, which do not in any material way affect the marketability or impair the value of such real Property, which do not interfere with the use thereof in the business of such Loan Party and which do not impair the ability of the Agent or the Lenders to realize upon the Collateral;

(vi) Liens existing on the Effective Date and described in Schedule 6.21;

(vii) Liens resulting from any extension, refinancing, or renewal of the related Indebtedness as permitted pursuant to Section 6.17(d); provided that, the Liens evidenced thereby are not increased to cover any additional Property not originally covered thereby;

(viii) Liens securing purchase money Indebtedness of such Loan Party permitted pursuant to Section 6.17(c); provided that, such Liens attach only to the Property which was purchased with the proceeds of such purchase money Indebtedness;

(ix) Liens on property or assets (other than Accounts and Inventory) acquired pursuant to a Permitted Acquisition, or on property or assets (other than Accounts and Inventory) of a Loan Party in existence at the time such Loan Party is acquired pursuant to a Permitted Acquisition, provided that (1) any Indebtedness that is secured by such Liens is permitted under Section 6.17, and (2) such Liens are not incurred in connection with, or in contemplation or anticipation of, such Permitted Acquisition and do not attach to any asset of any other Loan Party;

(x) Liens in favor of the Agent granted pursuant to any Loan Document and Liens in respect of other Secured Obligations;

(xi) [Intentionally omitted]; and

(xii) any attachment or judgment Lien, unless the judgment it secures shall not, within 30 days after notice of the entry thereof, have been discharged or execution thereof stayed pending appeal or review, or shall not have been discharged within 30 days after expiration of any such stay.

(b) Notwithstanding the foregoing, none of the Liens permitted pursuant to this Section 6.21, other than (1) clauses (i), (x) and (xi) above, may at any time attach to any Accounts of any Loan Party and (2) clauses (i) through (iii), (x) and (xi) above, may at any time attach to any Inventory of any Loan Party.

(c) Other than as provided in the Loan Documents, the 2010 Parent Indenture or in connection with the creation or incurrence of any Indebtedness under Section 6.17(c), no Loan Party will enter into or become subject to any negative pledge or other

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restriction on the right of such Loan Party to grant Liens to the Agent and the Lenders on any of its Property; provided that, any such negative pledge or other restriction entered into in connection with the creation of Indebtedness under Section 6.17(c) shall be limited to the Property securing such purchase money Indebtedness.

6.22. Change of Name or Location; Change of Fiscal Year. No Loan Party shall (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in the Security Agreement, (c) change the type of entity that it is for state law or income tax purposes, (d) change its organization identification number, if any, issued by its state of incorporation or other organization or (e) change its state of incorporation or organization, in each case, unless (1) the Agent shall have received at least thirty days prior written notice of such change and (2) the Agent shall have acknowledged in writing that, either (i) such change will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral, or (ii) any reasonable action requested by the Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Agent, on behalf of Lenders, in any Collateral), provided that, any new location shall be in the continental U.S. No Loan Party shall change its Fiscal Year. Notwithstanding the foregoing, the Parent may make an election to be treated as a corporation or association for income tax purposes only without meeting the requirements of (1) and (2) of this Section 6.22 provided that the Agent shall receive written notice of the election within 10 days of the date such election was made and that the election will not materially increase the combined income tax liability of the Loan Parties.

6.23. Affiliate Transactions. No Loan Party will enter into any transaction (including, without limitation, the purchase or sale of any Property or service) with, or make any payment or transfer (including, without limitation, any payment or transfer with respect to any fees or expenses for management services) to, any Affiliate which is not a Loan Party except in the ordinary course of business and pursuant to the reasonable requirements of such Loan Party's business and upon fair and reasonable terms no less favorable to such Loan Party than such Loan Party would obtain in a comparable arms-length transaction. No Loan Party shall pay any amount in respect of Management Fees and Expenses; provided that, so long as no Default or Unmatured Default then exists or would result therefrom (after giving pro forma effect thereto), the Parent may pay Management Fees and Expenses to the General Partner pursuant to the Second Amended and Restated Agreement of Limited Partnership, as in effect on the date hereof.

6.24. Amendments to Agreements. No Loan Party will, nor will any Loan Party permit any of its Subsidiaries to, amend, modify, terminate or waive any of its rights under its articles of incorporation, charter, certificate of formation, by-laws, operating, management or partnership agreement or other organizational document or the 2010 Parent Indenture to the extent any such amendment, modification, termination or waiver would be materially adverse to the Lenders.

6.25. Prepayment of Indebtedness; Subordinated Indebtedness.

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(a) No Loan Party shall, directly or indirectly, voluntarily purchase, redeem, defease or prepay any principal of, premium, if any, interest or other amount payable in respect of any Indebtedness prior to its scheduled maturity, other than (i) the Obligations; (ii) Indebtedness secured by a Permitted Lien if the asset securing such Indebtedness has been sold or otherwise disposed of; (iii) Indebtedness permitted by Section 6.17(d) upon any refinancing thereof in accordance therewith; (iv) Indebtedness permitted by Section 6.17 (c), (e) and (g); and (v) other Indebtedness in respect of the 2010 Parent Notes so long as, with respect to this clause (v), (A) after giving pro forma effect to such voluntary purchase, redemption, defeasance or prepayment, Availability (with any Suppressed Availability being included in each calculation of Availability pursuant to this clause (x)) was not less than 15.0% of the Aggregate Commitment for any period of three consecutive days during the six-month period ending on the date on which such voluntary purchase, redemption, defeasance or prepayment was made and is not projected to be less than 15.0% of the Aggregate Commitment during the six-month period immediately after the date on which such voluntary purchase, redemption, defeasance or prepayment is made (with such projected Availability to be determined by reference to the average projected Availability on the last day of each of the relevant six months), (B) the Fixed Charge Coverage Ratio is at least 1.15 to 1.0 on a pro forma basis for such voluntary purchase, redemption, defeasance or prepayment, and (C) the Borrower Representative has delivered a certificate of an Authorized Officer attesting to the matters set forth in clauses (v)(A) and (B) above and showing in reasonable detail all calculations with respect thereto; provided that, notwithstanding the foregoing, in no event shall any voluntary purchase, redemption, defeasance or prepayment in respect of the 2010 Parent Notes be permitted on any day during any Seasonal Availability Period or the Business Day immediately following any Seasonal Availability Period.

(b) No Loan Party shall make any amendment or modification that is in any way adverse to the interests of the Lenders, to the indenture, note or other agreement evidencing or governing any Subordinated Indebtedness, or directly or indirectly voluntarily prepay, defease or in substance defease, purchase, redeem, retire or otherwise acquire, any Subordinated Indebtedness.

6.26. Financial Contracts. No Loan Party shall enter into or remain liable upon any Financial Contract, except for Rate Management Transactions permitted by Section 6.17 and Section 6.33.

6.27. Capital Expenditures. The Loan Parties shall not expend, or be committed to expend, (a) in excess of \$7,500,000 for Capital Expenditures (other than Capital Expenditures in respect of propane tanks, which shall be governed by clause (b) of this Section 6.27) during any Fiscal Year in the aggregate for the Parent and its Subsidiaries or (b) in excess of \$4,500,000 for Capital Expenditures in respect of propane tanks during any Fiscal Year in the aggregate for the Parent and its Subsidiaries; *provided, however*, that the amount of permitted Capital Expenditures under clause (a) only will be increased in any Fiscal Year by the amount, if positive, equal to 50% of the difference between the Capital Expenditures limit specified in clause (a) above *minus* the actual amount of any Capital Expenditures expended pursuant to clause (a) during the prior Fiscal Year (the "Carry Over Amount"). Any Carry Over Amount may only be carried over to the next succeeding year.

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6.28. Financial Covenant. To the extent Availability is at any time less than 12.5% of the Aggregate Commitment, the Borrower will not permit the Fixed Charge Coverage Ratio at any such time to be less than 1.1 to 1.0.

6.29. Depository Banks. Each Loan Party shall maintain either (a) the Agent or (b) any other financial institution reasonably acceptable to the Agent that has executed and delivered to the Agent satisfactory control agreements, as such Loan Party's principal depository bank, including for the maintenance of operating, administrative, cash management, collection activity, and other deposit accounts for the conduct of its business.

6.30. Real Property Purchases. Except as otherwise permitted in connection with a Permitted Acquisition, no Loan Party shall purchase a fee simple ownership interest in real Property with an aggregate purchase price in excess of \$2,000,000.

6.31. Sale of Accounts. No Loan Party will, nor will any Loan Party permit its Subsidiary to, sell or otherwise dispose of any notes receivable or accounts receivable, with or without recourse.

6.31 Parent. The Parent shall not engage in any trade or business, or own any assets (other than the Capital Stock of its Subsidiaries) or incur any Indebtedness (other than the Secured Obligations, its existing Indebtedness (including the 2010 Parent Notes permitted under Section 6.17(m) and Guaranties); provided that the Parent may also (x) incur Indebtedness to the extent incurred to refinance the 2010 Parent Notes pursuant to Section 6.17(d), (y) incur Indebtedness that is subordinated to the Obligations on terms satisfactory to the Agent in its Permitted Discretion ("Parent Subordinated Debt") and (z) incur Indebtedness pursuant to Section 6.17(l) to the extent no principal payments are payable with respect thereto prior to the date which is six months after the Facility Termination Date; provided further that, in the case of clauses (y) and (z) above, (i) the Net Cash Proceeds of such Parent Subordinated Debt or other unsecured Indebtedness, as the case may be, are contributed to Petro as a common equity contribution, or as an intercompany loan in accordance with Section 6.17(e), and (ii) the Parent has provided the Agent with all documents evidencing such Parent Subordinated Debt or such other unsecured Indebtedness, as the case may be, at least 5 Business Days prior to the issuance or incurrence thereof.

6.32 Fixed Price Supply Contracts; Certain Policies.

(a) No Loan Party will at any time be a party or subject to any contract for the purchase or supply by such parties of any product except where (i) the purchase price is set with reference to a spot index or indices substantially contemporaneously with the delivery of such product or (ii) delivery of such product is to be made no more than 18 months after the purchase price is agreed to (subject to appropriate hedging with respect to the delivery of such products in accordance with the hedging policies of the relevant Loan Parties).

(b) No Loan Party will amend, modify or waive the hedging policy or supply inventory position policy referred to in Section 5.33, except that any Loan Party may enter into Commodity Hedging Agreements as permitted under the other provisions

hereof. Such Loan Party will provide the Agent and the Lenders with prompt written notice of any such new Commodity Hedging Agreement. Subject to the foregoing exception, each Loan Party will comply in all material respects with such policies at all times.

## ARTICLE VII

### DEFAULTS

The occurrence of any one or more of the following events shall constitute a “Default” hereunder:

(a) any representation or warranty made or deemed made by or on behalf of any Loan Party to any Lender or the Agent under or in connection with this Agreement, any other Loan Document, any Credit Extension, or any certificate or information delivered in connection with any of the foregoing shall be materially false on the date as of which made;

(b) (i) nonpayment, when due (whether upon demand or otherwise), of any principal owing under any of the Loan Documents and (ii) nonpayment, within 2 days after it is due, of any interest, fee, Reimbursement Obligation or any other obligation owing under any of the Loan Documents;

(c) the breach by any Loan Party of any of the terms or provisions of Section 6.1, 6.2, 6.3(a), 6.13, 6.14, 6.16 through 6.34;

(d) the breach by any Loan Party (other than a breach which constitutes a Default under another Section of this Article VII) of any of the terms or provisions of (i) Section 6.3 (other than Section 6.3(a)) or 6.4 through 6.15 of this Agreement which is not remedied within 10 days after the earlier of such breach or written notice from the Agent or any Lender or (ii) any other Section of this Agreement which is not remedied within 20 days after the earlier of such breach or written notice from the Agent or any Lender;

(e) failure of any Loan Party to pay when due any Material Indebtedness or a default, breach or other event occurs under any term, provision or condition contained in any Material Indebtedness Agreement of any Loan Party, the effect of which default, event or condition is to cause, or to permit the holder(s) of such Material Indebtedness or the lender(s) under any Material Indebtedness Agreement to cause, such Material Indebtedness to become due prior to its stated maturity or any commitment to lend under any Material Indebtedness Agreement to be terminated prior to its stated expiration date; any Material Indebtedness of any Loan Party shall be declared to be due and payable or required to be prepaid or repurchased (other than by a regularly scheduled payment) prior to the stated maturity thereof; or any Loan Party shall not pay, or admit in writing its inability to pay, its debts generally as they become due;

(f) any Loan Party shall (i) have an order for relief entered with respect to it under the Bankruptcy Code as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a

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receiver, custodian, trustee, examiner, liquidator or similar official for it or any portion of its Property which constitutes a Substantial Portion, (iv) institute any proceeding seeking an order for relief under the Bankruptcy Code as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (v) take any corporate or partnership action to authorize or effect any of the foregoing actions set forth in this subsection (f) or (vi) fail to contest in good faith any appointment or proceeding described in subsection (g) below;

(g) a receiver, trustee, examiner, liquidator or similar official shall be appointed for any Loan Party or any portion of its Property which constitutes a Substantial Portion, or a proceeding described in subsection (f)(iv) of Article VII shall be instituted against any Loan Party and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty consecutive days;

(h) any court, government or governmental agency shall condemn, seize or otherwise appropriate, or take custody or control of, all or any portion of the Property of any Loan Party which, when taken together with all other Property of any Loan Party so condemned, seized, appropriated, or taken custody or control of, during the twelve-month period ending with the month in which any such action occurs, constitutes a Substantial Portion;

(i) any loss, theft, damage or destruction of any item or items of Collateral or other property of any Loan Party occurs which could reasonably be expected to cause a Material Adverse Effect and is not adequately covered by insurance;

(j) any Loan Party shall fail within thirty days to pay, bond or otherwise discharge one or more (i) judgments or orders for the payment of money in excess of \$500,000 (or the equivalent thereof in currencies other than U.S. Dollars) in the aggregate, or (ii) nonmonetary judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgments or orders, in any such case, are not stayed on appeal or otherwise being appropriately contested in good faith by proper proceedings diligently pursued;

(k) any Change in Control shall occur;

(l) an ERISA Event shall have occurred which, together with all such other ERISA Events that have occurred, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect;

(m) any Loan Party shall (i) be the subject of any proceeding or investigation pertaining to the release by any Loan Party or any other Person of any toxic or hazardous waste or substance into the environment, or (ii) violate any Environmental Law, which, in the case of an event described in clause (i) or clause (ii), could reasonably be expected to have a Material Adverse Effect;

(n) the occurrence of any “default”, as defined in any Loan Document (other than this Agreement) or the breach of any of the terms or provisions of any Loan Document (other than this Agreement), which default or breach continues beyond any period of grace therein provided;

(o) the Guaranty or the partnership agreement of the Parent shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of the Guaranty or the partnership agreement of the Parent, or any Guarantor shall fail to comply with any of the terms or provisions of the Guaranty to which it is a party, or any Guarantor shall deny that it has any further liability under the Guaranty to which it is a party, or shall give notice to such effect;

(p) any Collateral Document shall for any reason fail to create a valid and perfected first priority security interest in any Collateral purported to be covered thereby, except as permitted by the terms of any Collateral Document, or any Collateral Document shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Collateral Document, or any Loan Party shall fail to comply with any of the terms or provisions of any Collateral Document;

(q) any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms (or any Loan Party shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms);

(r) the representations and warranties set forth in Section 5.17 (Plan Assets; Prohibited Transactions) shall at any time not be true and correct; or

(s) the Borrower or any of its Subsidiaries shall fail to pay when due any Operating Lease Obligation in excess of \$750,000.

## ARTICLE VIII

### **REMEDIES; WAIVERS AND AMENDMENTS**

#### 8.1. Remedies.

(a) If any Default occurs, the Agent may in its discretion (and at the written request of the Required Lenders, shall) (i) reduce or terminate the Aggregate Commitment or the Commitment, (ii) reduce the advance rates set forth in the definition of the Borrowing Base or reduce one or more of the other elements used in computing the Borrowing Base, (iii) terminate or suspend the obligations of the Lenders to make Loans hereunder and the obligation and power of the LC Issuer to issue Facility LCs, (iv) declare all or any portion of the Obligations to be due and payable, whereupon such Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives, (v) upon notice to the Borrower Representative and in addition to the continuing right to

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demand payment of all amounts payable under this Agreement, the Agent may either (1) make demand on the Borrower to pay, and the Borrower will, forthwith upon such demand and without any further notice or act, pay to the Agent an amount, in immediately available funds (which funds shall be held in the Facility LC Collateral Account), equal to 105% of the Collateral Shortfall Amount or (2) deliver a Supporting Letter of Credit as required by Section 2.1.2(l), whichever the Agent may specify in its sole discretion, (vi) increase the rate of interest applicable to the Loans and the LC Fees as set forth in this Agreement and (vii) exercise any rights and remedies provided to the Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC.

(b) If any Default described in subsections (f) or (g) of Article VII occurs with respect to any Loan Party, the obligations of the Lenders to make Loans hereunder and the obligation and power of the LC Issuer to issue Facility LCs shall automatically terminate and all Obligations shall immediately become due and payable without any election or action on the part of the Agent, the LC Issuer or any Lender and the Loan Parties will be and become thereby unconditionally obligated, without any further notice, act or demand, to pay to the Agent an amount equal to 105% of the Collateral Shortfall Amount, which funds shall be deposited in the Facility LC Collateral Account.

(c) If, within thirty days after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans and the obligation and power of the LC Issuer to issue Facility LCs hereunder as a result of any Default (other than any Default as described in subsections (f) or (g) of Article VII with respect to the Borrower) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Agent shall, by notice to the Borrower Representative, rescind and annul such acceleration and/or termination.

(d) If at any time while any Default is continuing, the Agent determines that the Collateral Shortfall Amount at such time is greater than zero, the Agent may make demand on the Borrower (upon notice to the Borrower Representative) to pay, and the Borrower will, forthwith upon such demand and without any further notice or act, pay to the Agent an amount equal to 105% of the Collateral Shortfall Amount, which funds shall be deposited in the Facility LC Collateral Account. The Borrower hereby pledges, assigns, and grants to the Agent, on behalf of and for the benefit of the Agent, the Lenders, and the LC Issuer, a security interest in all of the Borrower's right, title, and interest in and to all funds which may from time to time be on deposit in the Facility LC Collateral Account to secure the prompt and complete payment and performance of the Obligations.

(e) The Agent may at any time or from time to time after funds are deposited in the Facility LC Collateral Account, apply such funds to the payment of the Obligations and any other amounts as shall from time to time have become due and payable by the Borrower to the Lenders or the LC Issuer under the Loan Documents.



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(f) At any time while any Default is continuing, neither the Borrower nor any Person claiming on behalf of or through the Borrower shall have any right to withdraw any of the funds held in the Facility LC Collateral Account. After all of the Secured Obligations have been indefeasibly paid in full and the Aggregate Commitment has been terminated, any funds remaining in the Facility LC Collateral Account shall be returned by the Agent to the Borrower or paid to whomever may be legally entitled thereto at such time.

8.2. Waivers by Loan Parties. Except as otherwise provided for in this Agreement or by applicable law, each Loan Party waives: (a) presentment, demand and protest and notice of presentment, dishonor, notice of intent to accelerate, notice of acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by the Agent on which any Loan Party may in any way be liable, and hereby ratifies and confirms whatever the Agent may do in this regard, (b) all rights to notice and a hearing prior to the Agent's taking possession or control of, or to the Agent's replevy, attachment or levy upon, the Collateral or any bond or security that might be required by any court prior to allowing the Agent to exercise any of its remedies, and (c) the benefit of all valuation, appraisal, marshaling and exemption laws.

### 8.3. Amendments

(a) Subject to the provisions of this Section 8.3, no amendment, waiver or modification of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by any Loan Party therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or the Agent with the consent in writing of the Required Lenders) and the Loan Parties and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given; provided, however that no such amendment, waiver or modification shall (i) include additional categories of Collateral in the Borrowing Base if such inclusion would increase Availability, (ii) increase the amount to be added to the calculation of the Borrowing Base pursuant to clause (e) of the definition thereof or (iii) modify any Eligibility Definition if such modification would increase Availability, in each case, without the prior written consent of the Lenders in the aggregate holding at least 75% of the Aggregate Commitment or, if the Aggregate Commitment has been terminated, Lenders in the aggregate holding at least 75% of the Aggregate Credit Exposure.

(b) Notwithstanding subsection (a) above, no such amendment, waiver or other modification with respect to this Agreement shall

(i) without the consent of each Lender directly affected thereby:

(A) extend the final maturity of any Loan to a date after the Facility Termination Date;

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(B) postpone any regularly scheduled payment of principal of any Loan or reduce or forgive all or any portion of the principal amount of any Loan or any Reimbursement Obligation or reduce the amount or extend the payment date for, the mandatory payments required under Article II;

(C) reduce the rate or extend the time of payment of interest or fees payable to the Lenders pursuant to any Loan Document;

(D) extend the Facility Termination Date;

(E) increase the amount of the Commitment of any Lender hereunder (other than pursuant to Section 12.3); or

(F) amend this Section 8.3; and

(ii) without the consent of all of the Lenders:

(A) increase the percentage advances rates set forth in the definition of Borrowing Base;

(B) change Section 2.18 hereof in any manner that would alter the sharing of payments required thereunder;

(C) reduce the percentage or number of Lenders specified in the definition of Required Lenders or eliminate or reduce the voting rights of any Lender under this Section 8.3;

(D) permit any Loan Party to assign its rights under this Agreement;

(E) release all or substantially all of the Guarantors; or

(F) except as provided in any Collateral Document, release all or substantially all of the Collateral.

(c) No amendment of any provision of this Agreement relating to the Agent or to the Non-Ratable Loans, the Swingline Loans, the Overadvances or the Protective Advances shall be effective without the written consent of the Agent. No amendment of any provision relating to the LC Issuer shall be effective without the written consent of the LC Issuer. The Agent may (i) amend Schedule I to reflect assignments entered into pursuant to Section 12.3 and (ii) waive payment of the fee required under Section 12.3(c) without obtaining the consent of any other party to this Agreement.

(d) If, in connection with any proposed amendment, waiver or consent (a "Proposed Change") requiring the consent of all Lenders, the consent of the Required Lenders is obtained, but the consent of other Lenders is not obtained (any such Lender whose consent is not obtained being referred to herein as a "Non-Consenting Lender"), then, so long as the Agent is not a Non-Consenting Lender, the Borrower may elect to replace such Non-Consenting Lender as a Lender party to this Agreement, provided that,

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concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrower and the Agent shall agree, as of such date, to purchase for cash the Advances and other Obligations due to the Non-Consenting Lender pursuant to an Assignment Agreement (provided that, if such purchase is otherwise made in accordance with the terms hereof, the Administrative Agent may, in its sole discretion, deem such purchase to have been made pursuant to an Assignment Agreement without requiring the execution of an Assignment Agreement by any party, and each party hereto hereby agrees for all purposes hereunder and under the other Loan Documents that such purchase shall be deemed to have been effected pursuant to an executed Assignment Agreement in respect of such purchased amount and each Person that would have otherwise been required to be a party thereto shall be bound by the provisions thereof) and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of Section 12.3 applicable to assignments, and (ii) the Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 3.1, 3.2 and 3.5, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 3.4 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

8.4. Preservation of Rights. No delay or omission of the Lenders, the LC Issuer or the Agent to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the making of a Credit Extension notwithstanding the existence of a Default or the inability of the Borrower to satisfy the conditions precedent to such Credit Extension shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Lenders required pursuant to Section 8.3, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Agent, the LC Issuer and the Lenders until the Obligations have been paid in full.

## ARTICLE IX

### GENERAL PROVISIONS

9.1. Survival of Representations. All representations and warranties of the Loan Parties contained in this Agreement and the other Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Credit Extensions herein contemplated.

9.2. Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, neither the LC Issuer nor any Lender shall be obligated to extend credit to the

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Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

9.3. Headings. Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

9.4. Entire Agreement. The Loan Documents embody the entire agreement and understanding among the Loan Parties, the Agent, the LC Issuer and the Lenders and supersede all prior agreements and understandings among the Loan Parties, the Agent and the Lenders relating to the subject matter thereof other than those contained in the Fee Letter which shall survive and remain in full force and effect during the term of this Agreement.

9.5. Several Obligations; Benefits of this Agreement. The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other lender (except to the extent to which the Agent is authorized to act as administrative agent for the Lenders hereunder). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns, provided however, that the parties hereto expressly agree that the Arranger shall enjoy the benefits of the provisions of Sections 9.6, 9.10 and 10.11 to the extent specifically set forth therein and shall have the right to enforce such provisions on its own behalf and in its own name to the same extent as if it were a party to this Agreement.

9.6. Expenses; Indemnification

(a) Expenses. The Borrower shall reimburse the Agent and the Arrangers for any costs, internal charges and reasonable out-of-pocket expenses (including attorneys' fees and time charges of attorneys for the Agent, which attorneys may be employees of the Agent) paid or incurred by the Agent or the Arrangers in connection with the preparation, negotiation, execution, delivery, syndication, distribution (including, without limitation, via the internet or through a service such as IntraLinks), review, amendment, modification, and administration of the Loan Documents. The Borrower also agrees to reimburse the Agent, the Arrangers, the LC Issuer and the Lenders for any costs, internal charges and out-of-pocket expenses (including attorneys' fees and time charges of attorneys for the Agent, the Arrangers, the LC Issuer and the Lenders, which attorneys may be employees of the Agent, the Arrangers, the LC Issuer or the Lenders) paid or incurred by the Agent, the Arrangers, the LC Issuer or any Lender in connection with the collection and enforcement of the Loan Documents. Expenses being reimbursed by the Borrower under this Section include, without limitation, costs and expenses incurred in connection with:

(i) appraisals of all or any portion of the Collateral, including each parcel of real Property or interest in real Property, Machinery or Equipment described in any Collateral Document, which appraisals shall be in conformity with the applicable requirements of any law or any governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any

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interpretation thereof, including, without limitation, the provisions of Title XI of FIRREA, and any rules promulgated to implement such provisions (including reasonable travel, lodging, meals and other out of pocket expenses);

(ii) field examinations and audits and the preparation of Reports at the Agent's then customary charge, plus reasonable travel, lodging, meals and other out of pocket expenses;

(iii) any amendment, modification, supplement, consent, waiver or other documents prepared with respect to any Loan Document and the transactions contemplated thereby;

(iv) lien and title searches and title insurance;

(v) taxes, fees and other charges for recording the Mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Agent's Liens (including costs and expenses paid or incurred by the Agent in connection with the consummation of the Agreement);

(vi) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take;

(vii) any litigation, contest, dispute, proceeding or action (whether instituted by Agent, the LC Issuer, any Lender, any Loan Party or any other Person and whether as to party, witness or otherwise) in any way relating to the Collateral, the Loan Documents or the transactions contemplated thereby; and

(viii) costs and expenses of forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the Funding Account and lock boxes, and costs and expenses of preserving and protecting the Collateral.

The foregoing shall not be construed to limit any other provisions of the Loan Documents regarding costs and expenses to be paid by the Borrower. All of the foregoing costs and expenses may be charged to the Borrower's Funding Account as Revolving Loans or to another deposit account, all as described in Section 2.17(b).

(b) Indemnification. The Borrower hereby further agrees to indemnify the Agent, the Arrangers, the LC Issuer, each Lender, their respective Affiliates, and each of their directors, officers and employees against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent, the Arrangers, the LC Issuer, any Lender or any Affiliate is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of any Credit Extension hereunder except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the party seeking indemnification.

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The obligations of the Borrower under this Section 9.6 shall survive the termination of this Agreement.

9.7. Numbers of Documents. All statements, notices, closing documents, and requests hereunder shall be furnished to the Agent with sufficient counterparts so that the Agent may furnish one to each of the Lenders.

9.8. Accounting. Except as provided to the contrary herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP in a manner consistent with that used in preparing the financial statements referred to in Section 5.5. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and the Borrower (through the Borrower Representative), the Agent or the Required Lenders shall so request the Agent, the Lenders and the Loan Parties shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders), provided that, until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and the Borrower shall provide to the Agent and the Lenders reconciliation statements showing the difference in such calculation, together with the delivery of monthly, quarterly and annual financial statements required hereunder.

9.9. Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.10. Nonliability of Lenders. The relationship between any Loan Party on the one hand and the Lenders, the LC Issuer and the Agent on the other hand shall be solely that of debtor and creditor. Neither the Agent, the Arrangers, the LC Issuer nor any Lender shall have any fiduciary responsibilities to any Loan Party. Neither the Agent, the Arrangers, the LC Issuer nor any Lender undertakes any responsibility to any Loan Party to review or inform such Loan Party of any matter in connection with any phase of any Loan Party's business or operations. The Loan Parties agree that neither the Agent, the Arrangers, the LC Issuer nor any Lender shall have liability to any Loan Party (whether sounding in tort, contract or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. Neither the Agent, the Arrangers, the LC Issuer nor any Lender shall have any liability with respect to, and each Loan Party hereby waives, releases and agrees not to sue for, any special, indirect, consequential or punitive damages suffered by any Loan Party in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby.

9.11. Confidentiality. The Agent and each Lender agrees to hold any confidential information which it may receive from the Borrower in connection with this Agreement in

confidence, except for disclosure (a) to its Affiliates and to the Agent and any other Lender and their respective Affiliates, (b) to legal counsel, accountants, and other professional advisors to such Lender or to a Transferee or proposed Transferee, (c) to regulatory officials, (d) to any Person as requested pursuant to or as required by law, regulation, or legal process, (e) to any Person in connection with any legal proceeding to which it is a party, (f) to its direct or indirect contractual counterparties in swap agreements or to legal counsel, accountants and other professional advisors to such counterparties, (g) permitted by Section 12.4, (h) to rating agencies if requested or required by such agencies in connection with a rating relating to the Credit Extensions hereunder and (i) in connection with the exercise of any remedy hereunder or under any other Loan Document. Without limiting Section 9.4, the Borrower agrees that the terms of this Section 9.11 shall set forth the entire agreement between the Borrower and each Lender (including the Agent) with respect to any confidential information previously or hereafter received by such Lender in connection with this Agreement, and this Section 9.11 shall supersede any and all prior confidentiality agreements entered into by such Lender with respect to such confidential information.

9.12. Nonreliance. Each Lender hereby represents that it is not relying on or looking to any Margin Stock for the repayment of the Credit Extensions provided for herein.

9.13. Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that Chase and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates. In addition, each Loan Party and each Lender hereby acknowledges that Chase and/or its Affiliates may also purchase certain equity interests in one or more Loan Parties, make a subordinated loan to the Borrower and receive a warrant from the Borrower, invest in a fund that has invested debt or equity directly or indirectly in one or more Loan Parties and/or act as a financial or other advisor, placement or similar agent or underwriter for one or more Loan Parties.

9.14. USA PATRIOT ACT. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

## **ARTICLE X**

### **THE AGENT**

10.1. Appointment; Nature of Relationship. Chase is hereby appointed by each of the Lenders as its contractual representative (referred to in this Section 10.1 in such capacity as the "Agent") hereunder and under each other Loan Document (including, without limitation, as "Collateral Agent" under each of the Collateral Documents), and each of the Lenders irrevocably authorizes the Agent to act as the contractual representative of such Lender with the rights and duties expressly set forth herein and in the other Loan Documents. The Agent agrees to act as such contractual representative upon the express conditions contained in this Article X. Notwithstanding the use of the defined term "Agent," it is expressly understood and agreed that

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the Agent shall not have any fiduciary responsibilities to any Lender by reason of this Agreement or any other Loan Document and that the Agent is merely acting as the contractual representative of the Lenders with only those duties as are expressly set forth in this Agreement and the other Loan Documents. In its capacity as the Lenders' contractual representative, the Agent (a) does not hereby assume any fiduciary duties to any of the Lenders, (b) is a "representative" of the Lenders within the meaning of the term "secured party" as defined in the New York Uniform Commercial Code and (c) is acting as an independent contractor, the rights and duties of which are limited to those expressly set forth in this Agreement and the other Loan Documents. Each of the Lenders hereby agrees to assert no claim against the Agent on any agency theory or any other theory of liability for breach of fiduciary duty, all of which claims each Lender hereby waives.

10.2. Powers. The Agent shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Agent by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Agent shall have no implied duties to the Lenders, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Agent.

10.3. General Immunity. Neither the Agent nor any of its directors, officers, agents or employees shall be liable to the Borrower, the Lenders or any Lender for any action taken or omitted to be taken by it or them hereunder or under any other Loan Document or in connection herewith or therewith except to the extent such action or inaction is determined in a final non-appealable judgment by a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of such Person.

10.4. No Responsibility for Credit Extensions, Recitals, etc. Neither the Agent nor any of its directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into, or verify (a) any statement, warranty or representation made in connection with any Loan Document or any borrowing hereunder; (b) the performance or observance of any of the covenants or agreements of any obligor under any Loan Document, including, without limitation, any agreement by an obligor to furnish information directly to each Lender; (c) the satisfaction of any condition specified in Article IV, except receipt of items required to be delivered solely to the Agent; (d) the existence or possible existence of any Default or Unmatured Default; (e) the validity, enforceability, effectiveness, sufficiency or genuineness of any Loan Document or any other instrument or writing furnished in connection therewith; (f) the value, sufficiency, creation, perfection or priority of any Lien in any Collateral; or (g) the financial condition of any Loan Party, any Guarantor or any Affiliate of any Loan Party.

10.5. Action on Instructions of the Lenders. The Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and under any other Loan Document in accordance with written instructions signed by the Required Lenders, and such instructions and any action taken or failure to act pursuant thereto shall be binding on all of the Lenders. The Lenders hereby acknowledge that the Agent shall be under no duty to take any discretionary action permitted to be taken by it pursuant to the provisions of this Agreement or any other Loan Document unless it shall be requested in writing to do so by the Required Lenders. The Agent shall be fully justified in failing or refusing to take any action hereunder and under any other Loan Document unless it shall first be indemnified to its satisfaction by the Lenders pro rata



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against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

10.6. Employment of Agents and Counsel. The Agent may execute any of its duties as the Agent hereunder and under any other Loan Document by or through employees, agents, and attorneys-in-fact and shall not be answerable to the Lenders, except as to money or securities received by the Agent or its authorized agents, for the default or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The Agent shall be entitled to advice of counsel concerning the contractual arrangement between the Agent and the Lenders and all matters pertaining to the Agent's duties hereunder and under any other Loan Document.

10.7. Reliance on Documents; Counsel. The Agent shall be entitled to rely upon any Note, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex, electronic mail message, statement, paper or document believed by it (in its Permitted Discretion) to be genuine and correct and to have been signed or sent by the proper person or persons, and, in respect to legal matters, upon the opinion of counsel selected by the Agent, which counsel may be employees of the Agent. For purposes of determining compliance with the conditions specified in Sections 4.1 and 4.2, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Agent shall have received written notice from such Lender prior to the applicable date specifying its objection thereto.

10.8. Agent's Reimbursement and Indemnification. The Lenders agree to reimburse and indemnify the Agent ratably in proportion to their respective Commitments (or, if the Commitments have been terminated, in proportion to their Commitments immediately prior to such termination) (a) for any amounts not reimbursed by the Borrower for which the Agent is entitled to reimbursement by the Borrower under the Loan Documents, (b) for any other expenses incurred by the Agent on behalf of the Lenders, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents (including, without limitation, for any expenses incurred by the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders) and (c) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby (including, without limitation, for any such amounts incurred by or asserted against the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders), or the enforcement of any of the terms of the Loan Documents or of any such other documents, provided that, no Lender shall be liable for any of the foregoing to the extent any of the foregoing is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Agent. The obligations of the Lenders under this Section 10.8 shall survive payment of the Obligations and termination of this Agreement.

10.9. Notice of Default. The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Unmatured Default hereunder unless the Agent has received

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written notice from a Lender, the Borrower or the Borrower Representative referring to this Agreement describing such Default or Unmatured Default and stating that such notice is a "notice of default." In the event that the Agent receives such a notice, the Agent shall give prompt notice thereof to the Lenders; provided, that, the Agent shall not be liable to any Lender for any failure to do so, except to the extent that such failure is attributable to the Agent's gross negligence or willful misconduct.

10.10. Rights as a Lender. In the event the Agent is a Lender, the Agent shall have the same rights and powers hereunder and under any other Loan Document with respect to its Commitment and its Credit Extensions as any Lender and may exercise the same as though it were not the Agent, and the term "Lender" or "Lenders" shall, at any time when the Agent is a Lender, unless the context otherwise indicates, include the Agent in its individual capacity. The Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of trust, debt, equity or other transaction, in addition to those contemplated by this Agreement or any other Loan Document, with any Loan Party in which such Loan Party is not restricted hereby from engaging with any other Person, all as if Chase were not the Agent and without any duty to account therefor to Lenders. Chase and its Affiliates may accept fees and other consideration from any Loan Party for services in connection with this Agreement or otherwise without having to account for the same to Lenders. The Agent in its individual capacity, is not obligated to remain a Lender.

10.11. Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon the Agent, the Arrangers or any other Lender and based on the financial statements prepared by the Loan Parties and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the other Loan Documents. Each Lender also acknowledges that it will, independently and without reliance upon the Agent, the Arrangers or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents. Except for any notice, report, document, credit information or other information expressly required to be furnished to the Lenders by the Agent or Arrangers hereunder, neither the Agent nor the Arrangers shall have any duty or responsibility (either initially or on a continuing basis) to provide any Lender with any notice, report, document, credit information or other information concerning the affairs, financial condition or business of the Borrower or any of its Affiliates that may come into the possession of the Agent or Arrangers (whether or not in their respective capacity as Agent or Arrangers) or any of their Affiliates.

10.12. Successor Agent. The Agent may resign at any time by giving written notice thereof to the Lenders and the Borrower Representative, such resignation to be effective upon the appointment of a successor Agent or, if no successor Agent has been appointed, forty-five days after the retiring Agent gives notice of its intention to resign. Upon any such resignation the Required Lenders shall have the right to appoint, on behalf of the Borrower and the Lenders, a successor Agent. If no successor Agent shall have been so appointed by the Required Lenders within thirty days after the resigning Agent's giving notice of its intention to resign, then the resigning Agent may appoint, on behalf of the Borrower and the Lenders, a successor Agent. Notwithstanding the previous sentence, the Agent may at any time without the consent of the Borrower or any Lender, appoint any of its Affiliates which is a commercial bank as a successor

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Agent hereunder. If the Agent has resigned and no successor Agent has been appointed, the Lenders may perform all the duties of the Agent hereunder and the Borrower shall make all payments in respect of the Obligations to the applicable Lender and for all other purposes shall deal directly with the Lenders. No successor Agent shall be deemed to be appointed hereunder until such successor Agent has accepted the appointment. Any such successor Agent shall be a commercial bank having capital and retained earnings of at least \$100,000,000. Upon the acceptance of any appointment as the Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the resigning Agent. Upon the effectiveness of the resignation of the Agent, the resigning Agent shall be discharged from its duties and obligations hereunder and under the Loan Documents. After the effectiveness of the resignation of an Agent, the provisions of this Article X shall continue in effect for the benefit of such Agent in respect of any actions taken or omitted to be taken by it while it was acting as the Agent hereunder and under the other Loan Documents. In the event that there is a successor to the Agent by merger, or the Agent assigns its duties and obligations to an Affiliate pursuant to this Section 10.12, then the term "Prime Rate" as used in this Agreement shall mean the prime rate, base rate or other analogous rate of the new Agent.

10.13. Delegation to Affiliates. The Borrower and the Lenders agree that the Agent may delegate any of its duties under this Agreement to any of its Affiliates. Any such Affiliate (and such Affiliate's directors, officers, agents and employees) which performs duties in connection with this Agreement shall be entitled to the same benefits of the indemnification, waiver and other protective provisions to which the Agent is entitled under Articles IX and X.

10.14. Execution of Loan Documents. Each Lender agrees that any action taken by the Agent or the Required Lenders in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Agent or the Required Lenders of their respective powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders. The Lenders acknowledge that all of the Obligations hereunder constitute one debt, secured pari passu by all of the Collateral.

10.15. Collateral Matters.

(a) The Lenders hereby irrevocably authorize the Agent, at its option and in its Permitted Discretion, to release any Liens granted to the Agent by the Loan Parties on any Collateral (i) upon the termination of the Aggregate Commitment, payment and satisfaction in full in cash of all Obligations (other than Unliquidated Secured Obligations), and the cash collateralization of all Unliquidated Secured Obligations in a manner satisfactory to each affected Lender (in its Permitted Discretion), (ii) constituting Property being sold or disposed of if the Loan Party disposing of such Property certifies to the Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting Property in which no Loan Party has at any time during the term of this Agreement owned any interest, (iv) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction permitted under this Agreement, (v) owned by or leased to any Loan Party which is subject to a purchase money security interest or which is the subject of a Capitalized Lease, in either case,

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entered into by such Loan Party pursuant to Section 6.17(c), (vi) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Agent and the Lenders pursuant to Section 8.1, or (vii) of any Unrestricted Subsidiary upon the designation of any subsidiary as an Unrestricted Subsidiary by the Borrower in accordance with the terms of this Agreement. Upon request by the Agent at any time, the Lenders will promptly confirm in writing the Agent's authority to release any Liens upon particular types or items of Collateral pursuant to this Section 10.15. Except as provided in the preceding sentence, the Agent will not release any Liens on any Substantial Portion of the Collateral without the prior written authorization of the Required Lenders.

(b) Upon receipt by the Agent of any authorization required pursuant to Section 10.15(a) from the Required Lenders of the Agent's authority to release any Liens upon particular types or items of Collateral, and upon at least 2 Business Days prior written request by the Loan Parties, the Agent shall (and is hereby irrevocably authorized by the Lenders to), as soon thereafter as practicable, execute such documents as may be necessary to evidence the release of its Liens upon such Collateral; provided that, (i) the Agent shall not be required to execute any such document on terms which, in the Agent's opinion (in its Permitted Discretion), would expose the Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty and (ii) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(c) The Agent shall have no obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected, or insured or has been encumbered, or that the Liens granted to the Agent therein have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities, and powers granted or available to the Agent pursuant to any of the Loan Documents; provided that, no Lender shall be liable for any of the foregoing to the extent any of the foregoing is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Agent.

(d) Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession. Should any Lender (other than the Agent) obtain possession of any such Collateral, such Lender shall notify the Agent thereof, and, promptly upon the Agent's request therefor shall deliver such Collateral to the Agent or otherwise deal with such Collateral in accordance with the Agent's instructions.

(e) Each Lender hereby agrees as follows: (a) such Lender is deemed to have requested that the Agent furnish such Lender, promptly after it becomes available, a copy

of each Report prepared by or on behalf of the Agent; (b) such Lender expressly agrees and acknowledges that neither Chase nor the Agent (i) makes any representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein, or (ii) shall be liable for any information contained in any Report; (c) such Lender expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agent, Chase, or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that Chase undertakes no obligation to update, correct or supplement the Reports; (d) such Lender agrees to keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party and not to distribute any Report to any other Person except as otherwise permitted pursuant to this Agreement; and (e) without limiting the generality of any other indemnification provision contained in this Agreement, such Lender agrees (i) that neither Chase nor the Agent shall be liable to such Lender or any other Person receiving a copy of the Report for any inaccuracy or omission contained in or relating to a Report, (ii) to conduct its own due diligence investigation and make credit decisions with respect to the Loan Parties based on such documents as such Lender deems appropriate without any reliance on the Reports or on the Agent or Chase, (iii) to hold the Agent and any such other Person preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Loan Parties, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, any Obligations and (iv) to pay and protect, and indemnify, defend, and hold the Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorney fees) incurred by the Agent and any such other Person preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

10.16. Co-Agents, Co-Syndication Agents, Co-Documentation Agents, etc. Neither any of the Lenders identified in this Agreement as a "co-agent" nor any Co-Syndication Agent or Co-Documentation Agent shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of such Lenders shall have or be deemed to have a fiduciary relationship with any Lender. Each Lender hereby makes the same acknowledgments with respect to such Lenders as it makes with respect to the Agent in Section 10.11.

## ARTICLE XI

### SETOFF: RATABLE PAYMENTS

11.1. Setoff. In addition to, and without limitation of, any rights of the Lenders under applicable law, if any Loan Party becomes insolvent, however evidenced, or any Default occurs, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or owing by any Lender or any Affiliate of any Lender to or for the credit or account of the Borrower may be offset and

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applied toward the payment of the Secured Obligations then due and owing to such Lender, whether or not the Secured Obligations, or any part thereof, shall then be due; provided, that to the extent prohibited by applicable law as described in the definition of “Excluded Swap Obligation,” no amounts received from, or set off with respect to, any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

11.2. Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it upon its Credit Exposure (other than payments received pursuant to Section 3.1, 3.2, 3.4 or 3.5) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Aggregate Credit Exposure held by the other Lenders so that after such purchase each Lender will hold its Pro Rata Share of the Aggregate Credit Exposure. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Secured Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to respective Pro Rata Share of the Aggregate Credit Exposure. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

## ARTICLE XII

### BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1. Successors and Assigns. The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Loan Parties and the Lenders and their respective successors and assigns permitted hereby, except that (a) the Loan Parties shall not have the right to assign their rights or obligations under the Loan Documents without the prior written consent of each Lender, (b) any assignment by any Lender must be made in compliance with Section 12.3, and (c) any transfer by Participation must be made in compliance with Section 12.2. Any attempted assignment or transfer by any party not made in compliance with this Section 12.1 shall be null and void, unless such attempted assignment or transfer is treated as a participation in accordance with Section 12.2. The parties to this Agreement acknowledge that clause (b) of this Section 12.1 relates only to absolute assignments and this Section 12.1 does not prohibit assignments creating security interests, including, without limitation, (x) any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank or (y) in the case of a Lender which is a Fund, any pledge or assignment of all or any portion of its rights under this Agreement and any Note to its trustee in support of its obligations to its trustee; provided however, that no such pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of Section 12.3. The Agent may treat the Person which made any Credit Extension or which holds any Note as the owner thereof for all purposes hereof unless and until such Person complies with Section 12.3; provided however, that the Agent may in its discretion (but shall not be required to) follow instructions from the Person which made any Credit Extension or which holds any Note to direct payments relating to such Credit Extension or Note to another Person. Any assignee of the rights to any Credit Extension or any Note agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any

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Person, who at the time of making such request or giving such authority or consent is the owner of the rights to any Credit Extension (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Credit Extension.

## 12.2. Participations

(a) **Permitted Participants; Effect.** Any Lender may at any time sell to one or more banks or other entities (“**Participants**”) participating interests in any Credit Exposure of such Lender, any Note held by such Lender, any Commitment of such Lender or any other interest of such Lender under the Loan Documents. In the event of any such sale by a Lender of participating interests to a Participant, such Lender’s obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, such Lender shall remain the owner of its Credit Exposure and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents, all amounts payable by the Borrower under this Agreement shall be determined as if such Lender had not sold such participating interests, and the Borrower and the Agent shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under the Loan Documents.

(b) **Voting Rights.** Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Loan Documents other than any amendment, modification or waiver which would (i) require the consent of such Lender pursuant to the terms of Section 8.3(b) or (ii) (A) modify any Eligibility Definition or (B) include additional categories of Collateral in the Borrowing Base which, in either case, would increase Availability, and which would require the consent of such Lender pursuant to the terms of Section 8.3(a) or of any other Loan Document.

(c) **Benefit of Certain Provisions.** Each Loan Party agrees that each Participant shall be deemed to have the right of setoff provided in Section 11.1 in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under the Loan Documents, provided that, each Lender shall retain the right of setoff provided in Section 11.1 with respect to the amount of participating interests sold to each Participant. The Lenders agree to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 11.1, agrees to share with each Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared in accordance with Section 11.2 as if each Participant were a Lender. The Borrower further agrees that each Participant shall be entitled to the benefits of Sections 3.1, 3.2, 3.4 and 3.5 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.3, provided that, (i) a Participant shall not be entitled to receive any greater payment under Section 3.1, 3.2 or 3.5 than the Lender who sold the participating interest to such Participant would have received had it retained such interest for its own account, unless the sale of such interest to such Participant is made with the prior written consent of the Borrower Representative or to the extent such entitlement to

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receive a greater payment results from an adoption of or any change in any law or in the interpretation or application thereof that occurs after the Participant acquired the applicable participation, and (ii) any Participant not incorporated under the laws of the U.S. or any state thereof agrees to comply with the provisions of Section 3.5 to the same extent as if it were a Lender. Each Lender that sells a participation shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations hereunder (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any person except to the extent such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Treasury Regulation Section 5f.103-1(c). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent shall have no responsibility for maintaining a Participant Register.

### 12.3. Assignments

(a) Permitted Assignments. Any Lender may at any time assign to one or more banks or other entities ("Purchasers") all or any part of its rights and obligations under the Loan Documents. Such assignment shall be substantially in the form of Exhibit G (an "Assignment Agreement"). Each such assignment with respect to a Purchaser which is not a Lender or an Affiliate of a Lender or an Approved Fund shall either be in an amount equal to the entire applicable Commitment and Credit Extensions of the assigning Lender or (unless each of the Borrower Representative and the Agent otherwise consents) be in an aggregate amount not less than \$5,000,000. The amount of the assignment shall be based on the Commitment or outstanding Credit Extensions (if the Commitment has been terminated) subject to the assignment, determined as of the date of such assignment or as of the "Trade Date," if the "Trade Date" is specified in the assignment.

(b) Consents. The consent of the Borrower Representative shall be required prior to an assignment becoming effective unless the Purchaser is a Lender, an Affiliate of a Lender or an Approved Fund, provided that, the consent of the Borrower Representative shall not be required if a Default has occurred and is continuing. The consent of each of the Agent and the LC Issuer shall be required prior to an assignment becoming effective. Any consent required under this Section 12.3(b) shall not be unreasonably withheld or delayed.

(c) Effect; Effective Date. Upon (i) delivery to the Agent of a duly executed Assignment Agreement, together with any consents required by Sections 12.3(a) and 12.3(b), and (ii) payment of a \$3,500 fee to the Agent for processing such assignment (unless such fee is waived by the Agent), such Assignment Agreement shall become effective on the effective date specified by the Agent in such Assignment Agreement. The Assignment Agreement shall contain a representation by the Purchaser to the effect that none of the consideration used to make the purchase of the Commitment and Credit Exposure under the applicable Assignment Agreement constitutes "plan assets" as



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defined under ERISA and that the rights and interests of the Purchaser in and under the Loan Documents will not be “plan assets” under ERISA. On and after the effective date of such Assignment Agreement, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by or on behalf of the Lenders and shall have all the rights and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party thereto, and the transferor Lender shall be released with respect to the Commitment and Credit Exposure assigned to such Purchaser without any further consent or action by the Borrower, the Lenders or the Agent. In the case of an Assignment Agreement covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a Lender hereunder but shall continue to be entitled to the benefits of, and subject to, those provisions of this Agreement and the other Loan Documents which survive payment of the Obligations and termination of the applicable agreement. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.3 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.2. Upon the consummation of any assignment to a Purchaser pursuant to this Section 12.3(c), the transferor Lender, the Agent and the Borrower shall, if the transferor Lender or the Purchaser desires that its Loans be evidenced by Notes, make appropriate arrangements so that new Notes or, as appropriate, replacement Notes are issued to such transferor Lender and new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting their respective Commitments, as adjusted pursuant to such assignment.

(d) Register. The Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at one of its offices in the U.S. a copy of each Assignment Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Credit Extensions owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive, and the Borrower, the Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

12.4. Dissemination of Information. Each Loan Party authorizes each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a “Transferee”) and any prospective Transferee any and all information in such Lender’s possession concerning the creditworthiness of the Loan Parties, including without limitation any information contained in any Reports; provided that, each Transferee and prospective Transferee agrees to be bound by Section 9.11 of this Agreement.

12.5. Tax Treatment. If any interest in any Loan Document is transferred to any Transferee which is not incorporated under the laws of the U.S. or any state thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 3.5(d); provided that in the case of a

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Participant, any forms will be provided directly to the transferor Lender rather than the Borrower.

12.6. Assignment by LC Issuer. Notwithstanding anything contained herein, if at any time an LC Issuer assigns all of its Commitment and Loans pursuant to Section 12.3, such LC Issuer may, upon thirty days' notice to the Borrower Representative and the Lenders, resign as an LC Issuer. In the event of any such resignation as an LC Issuer, the Borrower Representative shall be entitled to appoint from among the Lenders a successor LC Issuer hereunder; provided however, that no failure by the Borrower Representative to appoint any such successor shall affect the resignation of such LC Issuer as an LC Issuer. If an LC Issuer resigns as an LC Issuer, it shall retain all the rights and obligations of an LC Issuer hereunder with respect to the Facility LCs outstanding as of the effective date of its resignation as an LC Issuer and all LC Obligations with respect thereto (including the right to require the Lenders to make Revolving Loans or fund risk participations in outstanding Reimbursement Obligations pursuant to Section 2.1.2(d)).

## ARTICLE XIII

### NOTICES

#### 13.1. Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

- (i) if to any Loan Party, at its address or telecopier number set forth on the signature page hereof;
- (ii) if to the Agent, at its address or telecopier number set forth on the signature page hereof;
- (iii) if to the LC Issuer, at its address or telecopier number set forth on the signature page hereof;
- (iv) if to a Lender, to it at its address or telecopier number set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

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(b) Electronic Communications. Notices and other communications to the Lenders and the LC Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and internet or intranet websites) pursuant to procedures approved by the Agent or as otherwise determined by the Agent, provided that, the foregoing shall not apply to notices to any Lender or the LC Issuer pursuant to Article II if such Lender or the LC Issuer, as applicable, has notified the Agent that it is incapable of receiving notices under such Article by electronic communication. The Agent or any Loan Party may, in its respective discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it or as it otherwise determines, provided that such determination or approval may be limited to particular notices or communications. Notwithstanding the foregoing, in every instance, the Borrower Representative shall be required to provide paper copies of the Compliance Certificates required by Section 6.1(e) to the Agent.

Unless the Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

13.2. Change of Address, Etc. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

#### ARTICLE XIV

##### COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Loan Parties, the Agent, the LC Issuer and the Lenders and each party has notified the Agent by facsimile transmission or telephone that it has taken such action.

#### ARTICLE XV

##### GUARANTY

15.1. Guaranty. Each Guarantor hereby agrees that it is jointly and severally liable for, and, as primary obligor and not merely as surety, absolutely and unconditionally guarantees to the Lenders the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations and all costs and expenses

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including, without limitation, all court costs and attorneys' and paralegals' fees (including allocated costs of in-house counsel and paralegals) and expenses paid or incurred by the Agent, the LC Issuer and the Lenders in endeavoring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, the Borrower, any Guarantor or any other guarantor of all or any part of the Secured Obligations (other than with respect to any Guarantor, any Excluded Swap Obligations of such Guarantor) (such costs and expenses, together with the Secured Obligations, collectively the "Guaranteed Obligations"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal.

15.2. Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the Agent, the LC Issuer or any Lender to sue the Borrower, any Guarantor, any other guarantor, or any other person obligated for all or any part of the Guaranteed Obligations, or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

15.3. No Discharge or Diminishment of Guaranty

(a) Except as otherwise provided for herein and to the extent provided for herein, the obligations of each Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Guaranteed Obligations), including:

(i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise;

(ii) any change in the corporate existence, structure or ownership of the Borrower or any other guarantor of or other person liable for any of the Guaranteed Obligations;

(iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, any Guarantor, or any other guarantor of or other person liable for any of the Guaranteed Obligations, or their assets or any resulting release or discharge of any obligation of the Borrower, any Guarantor, or any other guarantor of or other person liable for any of the Guaranteed Obligations; or

(iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against the Borrower, any Guarantor, any other guarantor of the Guaranteed Obligations, the Agent, the LC Issuer, any Lender, or any other person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by the Borrower,

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any Guarantor or any other guarantor of or other person liable for any of the Guaranteed Obligations, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by:

(i) the failure of the Agent, the LC Issuer or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations;

(ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations;

(iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrower for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or other person liable for any of the Guaranteed Obligations;

(iv) any action or failure to act by the Agent, the LC Issuer or any Lender with respect to any collateral securing any part of the Guaranteed Obligations;

(v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the Guaranteed Obligations).

15.4. Defenses Waived. To the fullest extent permitted by applicable law, each Guarantor hereby waives any defense based on or arising out of any defense of the Borrower or any Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of the Borrower or any Guarantor, other than the indefeasible payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any person against the Borrower, any Guarantor, any other guarantor of any of the Guaranteed Obligations, or any other person. The Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with the Borrower, any Guarantor, any other guarantor or any other person liable on any part of the Guaranteed Obligations or exercise any other right or remedy available to it against the Borrower, any Guarantor, any other guarantor or any other person liable on any of the Guaranteed Obligations, without affecting or impairing in any way the liability of such Guarantor under this Guaranty except to the extent the Guaranteed Obligations have been fully

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and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against the Borrower, any other guarantor or any other person liable on any of the Guaranteed Obligations, as the case may be, or any security.

15.5. Rights of Subrogation. No Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against the Borrower, any Guarantor, any person liable on the Guaranteed Obligations, or any collateral, until the Loan Parties and the Guarantors have fully performed all their obligations to the Agent, the LC Issuer and the Lenders and the Commitments have been terminated.

15.6. Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of the Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Agent, the LC Issuer and the Lenders are in possession of this Guaranty. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Guarantors forthwith on demand by the Lender.

15.7. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Guarantor assumes and incurs under this Guaranty, and agrees that neither the Agent, the LC Issuer nor any Lender shall have any duty to advise any Guarantor of information known to it regarding those circumstances or risks.

15.8. Taxes. All payments of the Guaranteed Obligations will be made by each Guarantor free and clear of and without deduction for or on account of Taxes. If any Guarantor or the Agent is required by law to deduct any Taxes from or in respect of any sum payable to the Lenders under this Guaranty, (a) if such Tax is an Indemnified Tax or Other Tax, the sum payable must be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this provision) the Lenders receive an amount equal to the sum it would have received had no such deductions been made, (b) the Guarantors or the Agent must then make such deductions, and must pay the full amount deducted to the relevant authority in accordance with applicable law, and (c) the Guarantors must furnish to the Agent as promptly as possible but in any case within forty-five days after their due date certified copies of all official receipts evidencing payment thereof.

15.9. Severability. The provisions of this Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under this Guaranty would otherwise be held or determined to be

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avoidable, invalid or unenforceable on account of the amount of such Guarantor's liability under this Guaranty, then, notwithstanding any other provision of this Guaranty to the contrary, the amount of such liability shall, without any further action by the Guarantors or the Lenders, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Guarantor's "Maximum Liability"). This Section with respect to the Maximum Liability of each Guarantor is intended solely to preserve the rights of the Lenders to the maximum extent not subject to avoidance under applicable law, and no Guarantor nor any other person or entity shall have any right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Guarantor hereunder shall not be rendered voidable under applicable law. Each Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Guarantor without impairing this Guaranty or affecting the rights and remedies of the Lenders hereunder, provided that, nothing in this sentence shall be construed to increase any Guarantor's obligations hereunder beyond its Maximum Liability.

15.10. Contribution. In the event any Guarantor (a "Paying Guarantor") shall make any payment or payments under this Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Guaranty, each other Guarantor (each a "Non-Paying Guarantor") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "Pro Rata Share" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article XV, each Non-Paying Guarantor's "Pro Rata Share" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrower after the date hereof (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Liability of all Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Guarantor, the aggregate amount of all monies received by such Guarantors from the Borrower after the date hereof (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Guarantor's Maximum Liability). Each of the Guarantors covenants and agrees that its right to receive any contribution under this Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This provision is for the benefit of both the Agent, the LC Issuer, the Lenders and the Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

15.11. Lending Installations. The Guaranteed Obligations may be booked at any Lending Installation. All terms of this Guaranty apply to and may be enforced by or on behalf of any Lending Installation.

15.12. Liability Cumulative. The liability of each Loan Party as a Guarantor under this Article XV is in addition to and shall be cumulative with all liabilities of each Loan Party to the

Agent, the LC Issuer and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations of liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

15.13 (Discharge of Guaranty Upon Certain Events). If a Guarantor is designated as an Unrestricted Subsidiary in accordance with the provisions of this Agreement or the Capital Stock of any Guarantor is sold in accordance with the provisions of this Agreement such that the Guarantor is no longer a direct or indirect Subsidiary of the Borrower, then in each case the Guaranty of such Guarantor and any subsidiary of such Guarantor that is a Guarantor hereunder shall automatically be discharged and released.

15.14. Keepwell. Each Qualified Keepwell Provider hereby jointly and severally absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this guarantee in respect of any Swap Obligation (provided, however, that each Qualified Keepwell Provider shall only be liable under this Section 15.14 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 15.14, or otherwise under this guarantee, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified Keepwell Provider under this Section 15.14 shall remain in full force and effect until all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Facility LCs, a cash deposit or Supporting Letter of Credit has been delivered to the Collateral Agent as required by the Credit Agreement) and no commitments of the Collateral Agent or the Secured Parties which would give rise to any Secured Obligations are outstanding. Each Qualified Keepwell Provider intends that this Section 15.14 constitute, and this Section 15.14 shall be deemed to constitute, a “keepwell, support, or other agreement” or the benefit of each other Loan Party for all purposes of section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

## ARTICLE XVI

### CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

16.1. CHOICE OF LAW. THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

16.2. CONSENT TO JURISDICTION. EACH LOAN PARTY HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO



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ANY LOAN DOCUMENTS AND EACH LOAN PARTY HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT, THE LC ISSUER OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY LOAN PARTY AGAINST THE AGENT, THE LC ISSUER OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTION WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN THE STATE OF NEW YORK.

16.3. WAIVER OF JURY TRIAL. EACH LOAN PARTY, THE AGENT, THE LC ISSUER AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

## ARTICLE XVII

### THE BORROWER REPRESENTATIVE

17.1. Appointment; Nature of Relationship. PHI is hereby appointed by the Borrower as its contractual representative (herein referred to as the "Borrower Representative") hereunder and under each other Loan Document, and the Borrower irrevocably authorizes the Borrower Representative to act as the contractual representative of the Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XVII. Additionally, the Borrower hereby appoints the Borrower Representative as its agent to receive all of the proceeds of the Loans in the Funding Account, at which time the Borrower Representative shall promptly disburse such Loans to the Borrower. The Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Borrower Representative or the Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrower pursuant to this Section 17.1.

17.2. Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrower, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

17.3. Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through Authorized Officers.

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17.4. Notices. The Borrower shall immediately notify the Borrower Representative of the occurrence of any Default or Unmatured Default hereunder referring to this Agreement describing such Default or Unmatured Default and stating that such notice is a “notice of default.” In the event that the Borrower Representative receives such a notice, the Borrower Representative shall give prompt notice thereof to the Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to the Borrower on the date received by the Borrower Representative.

17.5. Successor Borrower Representative. Upon the prior written consent of the Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Agent shall give prompt written notice of such resignation to the Lenders.

17.6. Execution of Loan Documents: Borrowing Base Certificate. The Borrower hereby empowers and authorizes the Borrower Representative, on behalf of the Borrower, to execute and deliver to the Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including without limitation, the Borrowing Base Certificates and the Compliance Certificates. The Borrower agrees that any action taken by the Borrower Representative or the Borrower in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrower.

17.7. Reporting. The Borrower hereby agrees that it shall furnish promptly to the Borrower Representative a copy of any certificate or report required hereunder or requested by the Borrower Representative on which the Borrower Representative shall rely to prepare the Borrowing Base Certificates and Compliance Certificates required pursuant to the provisions of this Agreement.

## ARTICLE XVIII

### **EFFECT OF AMENDMENT AND RESTATEMENT OF EXISTING CREDIT AGREEMENT**

On the Effective Date, the Existing Credit Agreement shall be amended, restated and superseded in its entirety. The parties hereto acknowledge and agree that (a) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation, payment and reborrowing, or termination of the “Obligations” (as defined in the Existing Credit Agreement) under the Existing Credit Agreement as in effect prior to the Effective Date and (b) such “Obligations” are in all respects continuing (as amended and restated hereby) with only the terms thereof being modified as provided in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Loan Parties, the Lenders, the LC Issuer and the Agent have executed this Agreement as of the date first above written.

**BORROWER:**

PETROLEUM HEAT AND POWER CO., INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OTHER LOAN PARTIES:**

A.P. WOODSON COMPANY  
C. HOFFBERGER COMPANY  
CHAMPION ENERGY CORPORATION  
CHAMPION OIL COMPANY  
COLUMBIA PETROLEUM TRANSPORTATION,  
LLC  
HOFFMAN FUEL COMPANY OF BRIDGEPORT  
HOFFMAN FUEL COMPANY OF DANBURY  
HOFFMAN FUEL COMPANY OF STAMFORD  
J.J. SKELTON OIL COMPANY  
LEWIS OIL COMPANY  
MAREX CORPORATION  
MEENAN HOLDINGS OF NEW YORK, INC.  
MEENAN OIL CO., INC.  
MINNWHALE LLC  
ORTEP OF PENNSYLVANIA, INC.  
PETRO HOLDINGS, INC.  
PETRO PLUMBING CORPORATION  
PETRO, INC.  
REGIONOIL PLUMBING, HEATING AND COOLING CO.,  
INC.  
RICHLAND PARTNERS, LLC  
RYE FUEL COMPANY  
STAR ACQUISITIONS, INC.  
STAR GAS FINANCE COMPANY  
TG&E SERVICE COMPANY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

*[Signature Page to Amended and Restated Credit Agreement]*

---

Title: \_\_\_\_\_

STAR GAS PARTNERS, L.P.

By: KESTREL HEAT, LLC, its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MEENAN OIL CO., L.P.

By: MEENAN OIL CO., INC., its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CFS LLC

By: Richland Partners, LLC, its Sole Member

By: \_\_\_\_\_

Richard F. Ambury  
Chief Financial Officer, Executive Vice President,  
Treasurer and Secretary

**NOTICE ADDRESS FOR LOAN PARTIES:**

**2187 Atlantic Street  
Stamford, CT 06902**

*[Signature Page to Amended and Restated Credit Agreement]*

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**LENDERS:**

JPMORGAN CHASE BANK, N.A.,  
as Agent, an LC Issuer and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

BANK OF AMERICA, N.A.,  
as Co-Syndication Agent, an LC Issuer and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:         ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

RBS CITIZENS, N.A.,  
as Co-Syndication Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

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KEYBANK NATIONAL ASSOCIATION,  
as Co-Documentation Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*



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REGIONS BANK,  
as Co-Documentation Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

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WELLS FARGO CAPITAL FINANCE, LLC,  
as Co-Documentation Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

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BMO HARRIS BANK, N.A.,  
as Co-Documentation Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

PNC BANK, N.A.,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

TDBANK, N.A.,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

SOCIETE GENERALE,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

SANTANDER BANK, N.A.,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

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CITIBANK,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*



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ISRAEL DISCOUNT BANK OF NEW YORK,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

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WEBSTER BANK,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

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RB INTERNATIONAL FINANCE (USA) LLC,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile:            ]

*[Signature Page to Amended and Restated Credit Agreement]*

**EXHIBIT A  
BORROWING NOTICE**

Date: \_\_\_\_\_, 201

To: JPMorgan Chase Bank, N.A., as Agent for the Lenders

This Borrowing Notice is furnished pursuant to Section 2.1.1(b) of that certain Second Amended and Restated Credit Agreement dated as of January 14, 2014 (as amended, modified, renewed or extended from time to time, the "Agreement") among Petroleum Heat and Power Co., Inc., a Minnesota corporation (the "Borrower"), the other Loan Parties, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., a national banking association, as an LC Issuer and as the Agent for the Lenders, Bank of America, N.A., as co-syndication agent and as an LC Issuer, RBS Citizens, N.A., as co-syndication agent, and Key Bank National Association, Regions Bank, Wells Fargo Capital Finance, LLC and BMO Harris Bank, N.A., as co-documentation agents. Unless otherwise defined herein, capitalized terms used in this Borrowing Notice have the meanings ascribed thereto in the Agreement.

The Borrower Representative hereby notifies the Agent of its request of the following Advance:

(1) Borrowing Date of the Advance (must be a Business Day):

(2) Aggregate Amount of the Advance: \$

(4) Type of Advance<sup>1</sup>:

(5) Duration of Interest Period (for Eurodollar Advances only):

- One Month
- Two Months
- Three Months
- Six Months

The Borrower Representative hereby represents, on its behalf and on behalf of the Borrower, that, as of the date of this Borrowing Notice:

- (a) There exists no Default or Unmatured Default and no Default or Unmatured Default shall result from this Credit Extension.
- (b) The representations and warranties contained in Article V of the Agreement are true and correct, except to the extent any such representation or warranty is stated to relate solely to an earlier date.
- (c) After giving effect to this Credit Extension, Availability will not be less than zero.

\_\_\_\_\_  
as Borrower Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>1</sup> Eurodollar Advance or Floating Rate Advance.

**EXHIBIT B**  
**CONVERSION/CONTINUATION NOTICE**

Date: \_\_\_\_\_, 201

To: JPMorgan Chase Bank, N.A., as Agent for the Lenders

This Conversion/Continuation Notice is furnished pursuant to Section 2.7 of that certain Second Amended and Restated Credit Agreement dated as of January 14, 2014 (as amended, modified, renewed or extended from time to time, the "Agreement") among Petroleum Heat and Power Co., Inc., a Minnesota corporation ("Petro" or the "Borrower"), the other Loan Parties, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., a national banking association, as an LC Issuer and as the Agent for the Lenders, Bank of America, N.A., as co-syndication agent and as an LC Issuer, RBS Citizens, N.A., as co-syndication agent, and Key Bank National Association, Regions Bank, Wells Fargo Capital Finance, LLC and BMO Harris Bank, N.A., as co-documentation agents. Unless otherwise defined herein, capitalized terms used in this Conversion/Continuation Notice have the meanings ascribed thereto in the Agreement.

The Borrower Representative hereby notifies the Agent of its request to [SELECT ONE]:

- (1) convert the Floating Rate Advance in the name of the Borrower and in the amount of \$ \_\_\_\_\_ into a Eurodollar Advance with an Interest Period duration of: \_\_\_\_\_ month(s)
- (2) continue the Eurodollar Advance in the name of the Borrower and as otherwise described below:
  - (a) Date of Continuation (must be a Business Day): \_\_\_\_\_
  - (b) Aggregate Amount of Advance: \$ \_\_\_\_\_
  - (c) The duration of the Interest Period applicable thereto: \_\_\_\_\_ month(s)

The Borrower Representative hereby represents, on its behalf and on behalf of the Borrower that, as of the date of this Conversion/Continuation Notice:

- (a) There exists no Default or Unmatured Default and no Default or Unmatured Default shall result from this Credit Extension.
- (b) The representations and warranties contained in Article V of the Agreement are true and correct, except to the extent any such representation or warranty is stated to relate solely to an earlier date.
- (c) After giving effect to this Credit Extension, Availability will not be less than zero.

\_\_\_\_\_  
as Borrower Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit B

**EXHIBIT C  
NOTE**

Date: \_\_\_\_\_, 201

The undersigned (the "Borrower"), promises to pay to the order of \_\_\_\_\_ (the "Lender") the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrower pursuant to Article II of the Agreement (as hereinafter defined), in immediately available funds at the main office of JPMorgan Chase Bank, N.A., as Agent, together with interest on the unpaid principal amount hereof at the rates and on the dates set forth in the Agreement. The Borrower shall pay the principal of and accrued and unpaid interest on the Revolving Loans and Reimbursement Obligations in full on the Facility Termination Date.

The Lender shall, and is hereby authorized to, record on the schedule attached hereto, or to otherwise record in accordance with its usual practice, the date and amount of each Loan and the date and amount of each principal payment hereunder.

This Note is one of the Notes issued pursuant to, and is entitled to the benefits of, the Second Amended and Restated Credit Agreement dated as of January 14, 2014 (which, as it may be amended or modified and in effect from time to time, is herein called the "Agreement"), among the Borrower, the other Loan Parties, the Lenders party thereto and JPMorgan Chase Bank, N.A., as an LC Issuer and as the Agent, to which Agreement reference is hereby made for a statement of the terms and conditions governing this Note, including the terms and conditions under which this Note may be prepaid or its maturity date accelerated. This Note is secured pursuant to the Collateral Documents and guaranteed pursuant to the Guaranty, as more specifically described in the Agreement, and reference is made thereto for a statement of the terms and provisions thereof. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Agreement.

Petroleum Heat and Power Co., Inc, a  
Minnesota corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit C

SCHEDULE OF LOANS AND PAYMENTS OF PRINCIPAL  
TO  
NOTE OF PETROLEUM HEAT AND POWER CO., INC.  
DATED \_\_\_\_\_, 201

<u>Date</u>	<u>Principal Amount of Loan</u>	<u>Maturity of Interest Period</u>	<u>Principal Amount Paid</u>	<u>Unpaid Balance</u>

Exhibit C

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**EXHIBIT D  
FORM OF OPINION**

**[Signed opinion attached]**

Exhibit D



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**EXHIBIT E**

**COMPLIANCE CERTIFICATE**

To: The Lenders parties to the  
Credit Agreement Described Below

This Compliance Certificate is furnished pursuant to that certain Second Amended and Restated Credit Agreement dated as of January 14, 2014 (as amended, modified, renewed or extended from time to time, the "Agreement") among Petroleum Heat and Power Co., Inc., a Minnesota corporation ("Petro" or the "Borrower"), the other Loan Parties, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., a national banking association, as an LC Issuer and as the Agent for the Lenders, Bank of America, N.A., as co-syndication agent and as an LC Issuer, RBS Citizens, N.A., as co-syndication agent, and Key Bank National Association, Regions Bank, Wells Fargo Capital Finance, LLC and BMO Harris Bank, N.A., as co-documentation agents. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES, ON ITS BEHALF AND ON BEHALF OF THE BORROWER, THAT:

1. I am the duly elected<sup>1</sup> of the Borrower Representative;
2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Parent and its Subsidiaries during the accounting period covered by the attached financial statements;
3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Default or Unmatured Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below;
4. I hereby certify that no Loan Party has changed (i) its name, (ii) its chief executive office, (iii) principal place of business, (iv) mailing address, (v) corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in the Security Agreement, (vi) the type of entity it is, (vii) organization identification number, if any, issued by its state of incorporation or other organization or (viii) its state of incorporation or organization without having given the Agent the notice required by Section 6.22;
5. Schedule I attached hereto sets forth financial data and computations evidencing the Borrower's compliance with certain covenants of the Agreement, all of which data and computations are true, complete and correct;
6. Schedule II hereto sets forth the Borrower's Applicable Margin calculation<sup>2</sup>; and
7. Schedule III attached hereto sets forth the various reports and deliveries which are required at this time under the Agreement and the other Loan Documents and the status of compliance.

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<sup>1</sup> Chief Financial Officer, Vice President – Controller or Treasurer.

<sup>2</sup> Applicable Margin calculation applicable after receipt by the Agent of the financial statement for the fiscal quarter ended March 31, 2014.

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

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The foregoing certifications, together with the computations and information set forth in Schedule I and Schedule II hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this      day of      , 201      .

\_\_\_\_\_, as  
Borrower Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit E

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**SCHEDULE I TO COMPLIANCE CERTIFICATE**

Compliance as of \_\_\_\_\_, with  
Provisions of Sections 6.1(e), 6.16(a), 6.25(a), 6.27 and 6.28 and any other covenants set forth in the Agreement

Exhibit E

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**SCHEDULE II TO COMPLIANCE CERTIFICATE**

Borrower's Applicable Margin Calculation

Exhibit E

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**SCHEDULE III TO COMPLIANCE CERTIFICATE**

Reports and Deliveries Currently Due

Exhibit E

**EXHIBIT F**

**JOINDER AGREEMENT**

THIS JOINDER AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 201\_\_\_\_, is entered into between \_\_\_\_\_, a \_\_\_\_\_ (the "New Subsidiary") and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Agent") under that certain Second Amended and Restated Credit Agreement, dated as of January 14, 2014, among Petroleum Heat and Power Co., Inc., a Minnesota corporation ("Petro" or the "Borrower"), the Loan Parties party thereto, the Lenders party thereto and the Agent (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article V of the Credit Agreement, (b) all of the covenants set forth in Article VI of the Credit Agreement and (c) all of the guaranty obligations set forth in Article XV of the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in Section 15.10 of the Credit Agreement, hereby guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, as provided in Article XV of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, by acceleration or otherwise) strictly in accordance with the terms thereof and agrees that if any of the Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, by acceleration or otherwise), the New Subsidiary will, jointly and severally together with the other Guarantors, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.
2. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Grantor under the Security Agreement and shall have all of the obligations of a Grantor under the Security Agreement as if it had executed such agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Security Agreement.
3. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Agent in accordance with the Credit Agreement.
4. The address of the New Subsidiary for purposes of Article XIII of the Credit Agreement is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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5. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

7. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and accepted:

JPMorgan Chase Bank, N.A., as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit F

**EXHIBIT G**

**FORM OF  
ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into between the Assignor named below (the “Assignor”) and the Assignee named below (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

- 1. Assignor: \_\_\_\_\_
- 2. Assignee: \_\_\_\_\_  
[and is an Affiliate/Approved Fund of [identify Lender]<sup>1</sup>]
- 3. Borrower: Petroleum Heat and Power Co., Inc.
- 4. Administrative Agent: JPMorgan Chase Bank, N.A., as administrative agent under the Credit Agreement
- 5. Credit Agreement: The Credit Agreement dated as of January 14, 2014 among Petroleum Heat and Power Co., Inc., the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents parties thereto

<sup>1</sup> Select as applicable.



6. Assigned Interest:

Facility Assigned <sup>2</sup>	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans <sup>3</sup>
	\$	\$	%
	\$	\$	%
	\$	\$	%

Effective Date: \_\_\_\_\_, 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Affiliates or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

\_\_\_\_\_  
NAME OF ASSIGNOR

By: \_\_\_\_\_  
Title:

ASSIGNEE

\_\_\_\_\_  
NAME OF ASSIGNEE

By: \_\_\_\_\_  
Title:

<sup>2</sup> Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g. "Revolving Commitment," "Tranche A Term Commitment," "Tranche B Term Commitment").  
<sup>3</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders.

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Consented to and Accepted:

JPMorgan Chase Bank, N.A., as Agent and an LC Issuer

By: \_\_\_\_\_  
Title:

Bank of America, N.A., as an LC Issuer

By: \_\_\_\_\_  
Title:

[NOTE: PLUG IN ACTUAL NAME OF ENTITY<sup>6</sup>

By: \_\_\_\_\_  
Title:]

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<sup>6</sup> Pursuant to § 12.3(b) of the Credit Agreement, the consent of the Borrower Representative is required prior to an assignment becoming effective unless the Assignee is a Lender, an Affiliate of a Lender or an Approved Fund, provided that, the consent of the Borrower Representative is not required if a Default has occurred and is continuing.

Exhibit G

Second Amended and Restated Credit Agreement, dated as of January 14, 2014, among Petroleum Heat and Power Co., Inc., a Minnesota corporation (“Petro” or the “Borrower”), the Loan Parties party thereto, the Lenders party thereto and the Agent (as the same may be amended, modified, extended or restated from time to time, the “Credit Agreement”).

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.1 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender and (v) if it is a Non-U.S. Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

Exhibit G

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3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by email or telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

Exhibit G

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**EXHIBIT H**

**BORROWING BASE CERTIFICATE**

**Petroleum Heat and Power Co., Inc.**

**Borrowing Base Certificate**

(000's US\$)

A.	Total available Accounts Receivable (from page 2 of 5)	<u>\$0</u>
B.	Total available Inventory (from page 3 of 5)	<u>\$0</u>
C.	Total available Fixed Asset collateral (from page 4 of 5)	<u>\$0</u>
D.	Available Cash, per terms of the Credit Agreement	<u>\$0</u>
E.	Borrowing Base (lines A + B + C + D)	<u>\$0</u>
F.	Lower of: Borrowing Base (line E)	<u>\$0</u>
	Revolving Credit Commitment	<u>\$0</u>
G.	Revolving Credit Outstandings:	
	Revolving Loans	<u>\$0</u>
	Letters of Credit	<u>\$0</u>
	Total Revolving Credit Outstandings	<u>\$0</u>
H.	Available credit (overadvance) (line F - G)	<u>\$0</u>

**Officer's Certification:**

Pursuant to the Second Amended and Restated Credit Agreement dated as of January 14, 2014, the undersigned Financial Officer of Petroleum Heat and Power, Co., Inc. certifies that the information provided in this certificate to JPMorgan Chase Bank, as Administrative Agent, is true and correct based on the accounting records of Petroleum Heat and Power Co., Inc.

Exhibit H

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Petroleum Heat and Power Co., Inc.

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Signature & Title

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Date

\* Borrowing Base Certificate to be accompanied by the documentation outlined in Section 6 of the Credit Agreement\*

Exhibit H

SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

dated as of January 14, 2014

between

STAR GAS PARTNERS, L.P.,

PETROLEUM HEAT AND POWER CO., INC.,

and certain of their Subsidiaries,  
as Grantors,

and

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

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## SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Security Agreement") is entered into as of January 14, 2014 by and between Star Gas Partners, L.P., a Delaware limited partnership (the "Parent"), Petroleum Heat and Power Co., Inc., a Minnesota corporation ("Petro" or the "Borrower"), and each other direct or indirect subsidiary of the Parent from time to time party to this Security Agreement (each of the Parent, Petro and each other such Subsidiary of the Parent, a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., a national banking association, in its capacity as collateral agent (the "Collateral Agent") for the Secured Parties (as defined below) to the Credit Agreement referred to below.

### PRELIMINARY STATEMENT

Petro, the other loan parties named therein, JPMorgan Chase Bank, N.A., as agent, and the lenders thereto entered into that certain Amended and Restated Credit Agreement dated as of June 3, 2011 (as amended prior to the date hereof, the "Existing Credit Agreement").

Pursuant to the Existing Credit Agreement, Petro, the other loan parties thereto and JPMorgan Chase Bank, N.A., for the benefit of the lenders thereto, entered into that certain Amended and Restated Pledge and Security Agreement dated as of June 3, 2011 (the "Existing Security Agreement") in order to induce the secured parties thereto to enter into and extend credit to Petro under the Existing Credit Agreement and to secure the obligations that it agreed to guarantee pursuant to Article XV of the Existing Credit Agreement.

Petro, the other Loan Parties named therein, JPMorgan Chase Bank, N.A., as Agent and an LC Issuer, and the Lenders are entering into a Second Amended and Restated Credit Agreement dated as of January 14, 2014 (as it may be amended or modified from time to time, the "Credit Agreement").

Each Grantor is entering into this Security Agreement in order to induce the Secured Parties to enter into and extend credit to Petro under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article XV of the Credit Agreement.

ACCORDINGLY, the Grantors and the Collateral Agent, on behalf of the Secured Parties, agree that the Existing Security Agreement is hereby amended and restated as of the Effective Date to read in its entirety as follows:

### ARTICLE I

#### DEFINITIONS

##### 1.1. Terms Defined in Credit Agreement.

All capitalized terms used herein and not otherwise defined herein or in the UCC shall have the meanings assigned to such terms in the Credit Agreement.

##### 1.2. Terms Defined in UCC.

Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

##### 1.3. Definitions of Certain Terms Used Herein.

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As used in this Security Agreement, in addition to the terms defined in the preamble and the Preliminary Statement, the following terms shall have the following meanings:

“Accounts” shall have the meaning set forth in Article 9 of the UCC.

“Article” means a numbered article of this Security Agreement, unless another document is specifically referenced.

“Blocked Accounts” shall have the meaning set forth in Section 7.1(a).

“Blocked Account Agreements” shall have the meaning set forth in Section 7.1(a).

“Chattel Paper” shall have the meaning set forth in Article 9 of the UCC.

“Collateral” shall have the meaning set forth in Article II.

“Collateral Deposit Account” shall have the meaning set forth in Section 7.1(a).

“Collateral Report” means any certificate (including any Borrowing Base Certificate), report or other document delivered by any Grantor to the Collateral Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

“Collection Account” shall have the meaning set forth in Section 7.1(b).

“Control” shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“Copyrights” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“Default” means an event described in Section 5.1.

“Deposit Accounts” shall have the meaning set forth in Article 9 of the UCC.

“Documents” shall have the meaning set forth in Article 9 of the UCC.

“Electronic Chattel Paper” shall have the meaning set forth in Article 9 of the UCC.

“Equipment” shall have the meaning set forth in Article 9 of the UCC.

“Exhibit” refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

“Fixtures” shall have the meaning set forth in Article 9 of the UCC.

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“General Intangibles” means all “general intangibles” as such term is defined in Article 9 of the UCC including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation (but limited as aforesaid), (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder, (iii) all equity that constitutes “general intangibles” and (iv) all rights of such Grantor to perform and to exercise all remedies thereunder.

“Goods” shall have the meaning set forth in Article 9 of the UCC.

“Instruments” shall have the meaning set forth in Article 9 of the UCC.

“Inventory” shall have the meaning set forth in Article 9 of the UCC.

“Investment Property” shall have the meaning set forth in Article 9 of the UCC.

“Lenders” means the lenders party to the Credit Agreement and their successors and assigns.

“Letter-of-Credit Rights” shall have the meaning set forth in Article 9 of the UCC.

“Licenses” means, with respect to any Person, all of such Person’s right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Lockboxes” shall have the meaning set forth in Section 7.1(a).

“Lock Box Agreements” shall have the meaning set forth in Section 7.1(a).

“Patents” means, with respect to any Person, all of such Person’s right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

“Payment Intangibles” shall have the meaning set forth in Article 9 of the UCC.

“Pledged Collateral” means all Instruments, Securities and other Investment Property of the Grantors included as Collateral, whether or not physically delivered to the Collateral Agent pursuant to this Security Agreement.

“Proceeds” shall mean (a) all “proceeds,” as defined in Article 9 of the UCC, with respect to the Collateral (including Stock Rights and insurance proceeds), and (b) whatever is recoverable

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or recovered when any Collateral is sold, exchanged, collected, or disposed of, whether voluntarily or involuntarily.

“Promissory Notes” shall have the meaning set forth in Article 9 of the UCC.

“Receivables” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

“Records” shall have the meaning set forth in Article 9 of the UCC.

“Remittance Processor” means Remitco LLC, a Delaware limited liability company.

“Remittance Processing Agreement” means the Remittance Processing Services Agreement, between the Remittance Processor and PHI and signed by PHI on August 22, 2003, as amended on June 30, 2008 and in effect as of the Effective Date.

“Required Secured Parties” means (a) prior to an acceleration of the obligations under the Credit Agreement, the Required Lenders, and (b) after an acceleration of the obligations under the Credit Agreement but prior to the date upon which the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Lenders holding in the aggregate at least a majority of the total of the Aggregate Credit Exposure, and (c) after the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full (whether or not the obligations under the Credit Agreement were ever accelerated), Secured Parties holding in the aggregate at least a majority of the aggregate net early termination payments and all other amounts then due and unpaid from any Grantor to the Secured Parties (i) under Commodity Hedging Agreements and (ii) to the extent permitted under applicable debt agreements, with respect to any (x) Banking Services and (y) Rate Management Transactions (other than Commodity Hedging Agreements), as determined by the Collateral Agent in its reasonable discretion.

“Section” means a numbered section of this Security Agreement, unless another document is specifically referenced.

“Secured Parties” means, collectively, the Lenders and the Agent, any other holder from time to time of any of the Secured Obligations and, in each case, their respective successors and assigns.

“Security” has the meaning set forth in Article 8 of the UCC.

“Security Entitlement” has the meaning set forth in Article 8 of the UCC.

“Stock Rights” means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Capital Stock constituting Collateral, any right to receive Capital Stock and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Capital Stock.

“Supporting Obligations” shall have the meaning set forth in Article 9 of the UCC.

“Tangible Chattel Paper” shall have the meaning set forth in Article 9 of the UCC.

“Trademarks” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided that to the extent that the Uniform Commercial Code is used to define any term in any security document and such term is defined differently in differing Articles of the Uniform Commercial Code, the definition of such term contained in Article 9 shall govern; provided, further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, publication or priority of, or remedies with respect to, Liens of any Party is governed by the Uniform Commercial Code or foreign personal property security laws as enacted and in effect in a jurisdiction other than the State of New York, the term “Uniform Commercial Code” will mean the Uniform Commercial Code or such foreign personal property security laws as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“Unmatured Default” means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default hereunder.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

## ARTICLE II

### GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the “Collateral”), including:

- (i) all Accounts and Receivables;
- (ii) all Chattel Paper (including Tangible Chattel Paper and Electronic Chattel Paper);
- (iii) all Documents;
- (iv) all Equipment;
- (v) all Fixtures;



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- (vi) all General Intangibles;
  - (vii) all Goods;
  - (viii) all Instruments (including, without limitation, Promissory Notes);
  - (ix) all Inventory;
  - (x) all Investment Property;
  - (xi) all cash or cash equivalents;
  - (xii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
  - (xiii) (x) all Deposit Accounts with any bank or other financial institution and all cash, checks, other negotiable instruments, funds and other evidences of payments held therein and (y) all Securities and Security Entitlements, and securities accounts, in each case, to the extent constituting cash or cash equivalents or representing a claim to cash equivalents;
  - (xiv) all Trademarks;
  - (xv) all Capital Stock;
  - (xvi) all Rate Management Transactions (including Commodity Hedging Agreements); and
  - (xvii) and all accessions to, substitutions for and replacements, Proceeds and products of the foregoing, together with all books and Records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing,

to secure the prompt and complete payment and performance of the Secured Obligations.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants to the Collateral Agent and the Secured Parties that:

3.1. Title, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Collateral Agent the security interest in such Collateral pursuant hereto. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit H, the Collateral Agent will have a fully perfected first priority security interest in that Collateral of the Grantor

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in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e).

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. Such Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), is disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. All of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of such Grantor's Deposit Accounts are listed on Exhibit B.

3.6. Exact Names. Such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization.

3.7. Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary or desirable to protect and perfect the Collateral Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Collateral Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit C, subject only to Liens permitted under Section 4.1(e).

3.8. Accounts and Chattel Paper.

(a) The names of the obligors, amounts owing, due dates and other information with respect to its Accounts and Chattel Paper are and will be correctly stated in all records of the Grantor relating thereto and in all invoices and Collateral Reports with respect thereto furnished to the Collateral Agent by such Grantor from time to time. As of the time when each Account or each item of Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

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(b) With respect to its Accounts, except as specifically disclosed on the most recent Collateral Report, (i) all Accounts are Eligible Accounts; (ii) all Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (iii) there are no setoffs, claims or disputes existing or asserted with respect thereto and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by such Grantor in the ordinary course of its business for prompt payment or as are generally offered in the industry by competitors of such Grantor in the applicable markets and in each case as disclosed to the Collateral Agent; (iv) to such Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such Grantor's books and records and any invoices, statements and Collateral Reports with respect thereto; (v) such Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (vi) such Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due.

(c) In addition, with respect to all of its Accounts, (i) the amounts shown on all invoices, statements and Collateral Reports with respect thereto are actually and absolutely owing to such Grantor as indicated thereon and are not in any way contingent; (ii) no payments have been or shall be made thereon except payments immediately delivered to a Blocked Account, Lockbox or a Collateral Deposit Account as required pursuant to Section 7.1; and (iii) to such Grantor's knowledge, all Account Debtors have the capacity to contract.

3.9. Inventory. With respect to any of its Inventory scheduled or listed on the most recent Collateral Report, (a) such Inventory (other than Inventory in transit) is located at one of such Grantor's locations set forth on Exhibit A, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g), (c) such Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to the Collateral Agent, for the benefit of the Collateral Agent and Secured Parties, and except for Permitted Liens, (d) except as specifically disclosed in the most recent Collateral Report, such Inventory is Eligible Heating Oil and Other Fuel Inventory or Other Eligible Inventory, in each case of good and merchantable quality, free from any defects, (e) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, and (f) the completion of sale or other disposition of such Inventory by the Collateral Agent following a Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

3.10. Intellectual Property. Exhibit D includes all material Patents, Trademarks or Copyrights owned by such Grantor in its own name on the date hereof. To the best of such Grantor's knowledge, each of its material Patents, Trademarks and Copyrights owned or held by such Grantor is, on the date hereof, valid, subsisting, unexpired, enforceable and has not been abandoned. None of such Patents, Trademarks and Copyrights is, on the date hereof, the subject of any licensing or franchise agreement. No action or proceeding is

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pending on the date hereof seeking to limit, cancel or question the validity, or otherwise materially affect the value of any Patent, Trademark or Copyright. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Collateral Agent on such Grantor's Patents, Trademarks and Copyrights, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from the Grantor; and all action necessary or desirable to protect and perfect the Collateral Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

3.11. Filing Requirements. None of its Equipment is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral owned by it is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.12. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming such Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Collateral Agent on behalf of the Secured Parties as the secured party, and (b) as permitted by Section 4.1(e).

3.13. Pledged Collateral.

(a) Exhibit G sets forth a complete and accurate list of all Pledged Collateral owned by such Grantor. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for Liens permitted under Section 4.1(e). Such Grantor further represents and warrants that (i) all Pledged Collateral owned by it constituting Capital Stock has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates representing any Pledged Collateral constituting Capital Stock, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Collateral Agent so that the Collateral Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all such Pledged Collateral held by a securities intermediary is covered by a control agreement among such Grantor, the securities intermediary and the Collateral Agent pursuant to which the Collateral Agent has Control and (iv) all Pledged Collateral which represents Indebtedness owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) there are existing no options, warrants, calls or commitments of any character whatsoever relating to such Pledged Collateral or which obligate the issuer of any Capital Stock included in the Pledged Collateral to issue additional Capital Stock, and

(iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor, or for the exercise by the Collateral Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, such Grantor or Grantors collectively own 100% of the issued and outstanding Capital Stock which constitutes Pledged Collateral and none of the Pledged Collateral which represents Indebtedness owed to such Grantor is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

## ARTICLE IV

### COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, each Grantor agrees that:

#### 4.1. General.

(a) Collateral Records. Such Grantor will maintain complete and accurate books and records with respect to the Collateral owned by it, and furnish to the Collateral Agent, with sufficient copies for each of the Secured Parties, such reports relating to such Collateral as the Collateral Agent shall from time to time request.

(b) Authorization to File Financing Statements: Ratification. Such Grantor hereby authorizes the Collateral Agent to file, and if requested will deliver to the Collateral Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Collateral Agent in order to maintain a first priority perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Collateral Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real Property to which the Collateral relates. Such Grantor also agrees to furnish any such information to the Collateral Agent promptly upon request. Such Grantor also ratifies its authorization for the Collateral Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Such Grantor will, if so requested by the Collateral Agent, furnish to the Collateral Agent, as often as the Collateral Agent requests, statements and schedules further identifying and describing the Collateral owned by it (including amended exhibits to this Security

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Agreement) and such other reports and information in connection with its Collateral as the Collateral Agent may reasonably request, all in such detail as the Collateral Agent may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral owned by it against all persons and to defend the security interest of the Collateral Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral owned by it except for dispositions specifically permitted pursuant to Section 6.19 of the Credit Agreement.

(e) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral owned by it except (i) the security interest created by this Security Agreement, and (ii) other Permitted Liens.

(f) Other Financing Statements. Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except as permitted by Section 4.1(e). Such Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Collateral Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) Locations. Such Grantor will not (i) maintain any Collateral owned by it at any location other than those locations listed on Exhibit A, (ii) otherwise change, or add to, such locations without the Collateral Agent's prior written consent as required by the Credit Agreement (and if the Collateral Agent gives such consent, the Grantor will concurrently therewith obtain a Collateral Access Agreement for each such location to the extent required by the Credit Agreement), or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, other than as permitted by the Credit Agreement.

(h) Compliance with Terms. Such Grantor will perform and comply with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral.

#### 4.2. Receivables.

(a) Certain Agreements on Receivables. Such Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, such Grantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables owned by it.

(c) Delivery of Invoices. Such Grantor will deliver to the Collateral Agent immediately upon its request duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Collateral Agent shall specify.

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(d) Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on any Receivable owned by such Grantor exists or (ii) if, to the knowledge of such Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to any such Receivable, such Grantor will promptly disclose such fact to the Collateral Agent in writing. Such Grantor shall send the Collateral Agent a copy of each credit memorandum in excess of \$1,000 as soon as issued, and such Grantor shall promptly report each credit memo and each of the facts required to be disclosed to the Collateral Agent in accordance with this Section 4.2(d) on the Borrowing Base Certificates submitted by it.

(e) Electronic Chattel Paper. Such Grantor shall take all steps necessary to grant the Collateral Agent Control of all electronic chattel paper in accordance with the UCC and all “transferable records” as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

#### 4.3. Inventory and Equipment.

(a) Maintenance of Goods. Such Grantor will do all things necessary to maintain, preserve, protect and keep its Inventory and the Equipment in good repair and working and saleable condition, except for damaged or defective goods arising in the ordinary course of such Grantor’s business and except for ordinary wear and tear in respect of the Equipment.

(b) [Reserved]

(c) Inventory Count; Perpetual Inventory System. Such Grantor will conduct a physical count of its Inventory at least once per Fiscal Year, and after and during the continuation of a Default, at such other times as the Collateral Agent requests. Such Grantor, at its own expense, shall deliver to the Collateral Agent the results of each physical verification, which such Grantor has made, or has caused any other Person to make on its behalf, of all or any portion of its Inventory. Such Grantor will maintain a perpetual inventory reporting system at all times.

(d) Equipment. Such Grantor shall inform the Collateral Agent of any additions to or deletions from its Equipment within 30 days of such addition or deletion. Such Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Collateral Agent does not have a Lien. Such Grantor will not, without the Collateral Agent’s prior written consent, alter or remove any identifying symbol or number on any of such Grantor’s Equipment constituting Collateral.

(e) Titled Vehicles. Such Grantor will give the Collateral Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Collateral Agent, upon request, the original of any vehicle title certificate and provide and/or file all other documents or instruments necessary to have the Lien of the Collateral Agent noted on any such certificate or with the appropriate state office.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Such Grantor will (a) deliver to the Collateral Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist), (b) hold in trust for the Collateral Agent upon receipt and immediately thereafter deliver to the Collateral Agent any such Chattel Paper, Securities and Instruments constituting

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Collateral, (c) upon the Collateral Agent's request, deliver to the Collateral Agent (and thereafter hold in trust for the Collateral Agent upon receipt and immediately deliver to the Collateral Agent) any Document evidencing or constituting Collateral and (d) upon the Collateral Agent's request, deliver to the Collateral Agent a duly executed amendment to this Security Agreement, in the form of Exhibit I hereto (the "Amendment"), pursuant to which such Grantor will pledge such additional Collateral. Such Grantor hereby authorizes the Collateral Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral owned by it set forth in such Amendments shall be considered to be part of the Collateral.

4.5. Uncertificated Pledged Collateral. Such Grantor will permit the Collateral Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Collateral Agent granted pursuant to this Security Agreement. With respect to any Pledged Collateral owned by it, such Grantor will take any actions necessary to cause (a) the issuers of uncertificated securities which are Pledged Collateral and (b) any securities intermediary which is the holder of any such Pledged Collateral, to cause the Collateral Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, such Grantor will, with respect to any such Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter into a control agreement with the Collateral Agent, in form and substance satisfactory to the Collateral Agent, giving the Collateral Agent Control.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer of Capital Stock constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any of its Capital Stock or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Liens and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer of Capital Stock constituting Pledged Collateral owned by it to issue additional Capital Stock, any right to receive the same or any right to receive earnings, except to such Grantor.

(c) Registration of Pledged Collateral. Such Grantor will permit any registerable Pledged Collateral owned by it to be registered in the name of the Collateral Agent or its nominee at any time at the option of the Required Secured Parties.

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not inconsistent with this Security Agreement, the Credit Agreement or any other Loan Document; provided however, that no vote or other right shall be exercised or action taken which would have



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the effect of impairing the rights of the Collateral Agent in respect of such Pledged Collateral.

(ii) Such Grantor will permit the Collateral Agent or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Capital Stock or Investment Property constituting such Pledged Collateral as if it were the absolute owner thereof.

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Credit Agreement other than any of the following distributions and payments (collectively referred to as the "Excluded Payments"): (A) dividends and interest paid or payable other than in cash in respect of such Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, such Pledged Collateral; (B) dividends and other distributions paid or payable in cash in respect of such Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of an issuer; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, such Pledged Collateral; provided, however, that until actually paid, all rights to such distributions shall remain subject to the Lien created by this Security Agreement; and

(iv) All Excluded Payments and all other distributions in respect of any of the Pledged Collateral owned by such Grantor, whenever paid or made, shall be delivered to the Collateral Agent to hold as Pledged Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Collateral Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

#### 4.7. Intellectual Property.

(a) Such Grantor will use its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Collateral Agent of any License held by such Grantor and to enforce the security interests granted hereunder.

(b) Such Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned, invalidated, dedicated or otherwise impaired, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office

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or agency without giving the Collateral Agent prior written notice thereof, and, upon request of the Collateral Agent, such Grantor shall execute and deliver any and all agreements, instruments, documents, papers and/or security agreements as the Collateral Agent may request to evidence the Collateral Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Such Grantor shall take all actions necessary or requested by the Collateral Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings .

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Collateral Agent shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8. Such Grantor shall not do any act that knowingly uses a Patent, Trademark or Copyright that infringes the intellectual property rights of any third party.

4.8. Commercial Tort Claims. Such Grantor shall promptly, and in any event within two Business Days after the same is acquired by it, notify the Collateral Agent of any commercial tort claim (as defined in the UCC) in excess of \$50,000 acquired by it and, unless the Collateral Agent otherwise consents, such Grantor shall enter into an amendment to this Security Agreement, in the form of Exhibit J hereto, granting to Collateral Agent a first priority security interest in such commercial tort claim.

4.9. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit in excess of \$50,000, it shall promptly, and in any event within two Business Days after becoming a beneficiary, notify the Collateral Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Collateral Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Collateral Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with Section 2.18 of the Credit Agreement, all in form and substance reasonably satisfactory to the Collateral Agent.

4.10. Federal, State or Municipal Claims. Such Grantor will promptly notify the Collateral Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. No Interference. Such Grantor agrees that it will not interfere with any right, power and remedy of the Collateral Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by

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statute or otherwise, or the exercise or beginning of the exercise by the Collateral Agent of any one or more of such rights, powers or remedies.

## ARTICLE V

### DEFAULTS AND REMEDIES

5.1. Defaults. The occurrence of any one or more of the following events shall constitute a Default hereunder:

(a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) The breach by any Grantor of any of the terms or provisions of Article IV or Article VII.

(c) The breach by any Grantor (other than a breach which constitutes a Default under any other Section of this Article V) of any of the terms or provisions of this Security Agreement which is not remedied within ten days after such breach.

(d) The occurrence of any "Default" under, and as defined in, the Credit Agreement.

(e) Any Capital Stock which is included within the Collateral shall at any time constitute a Security or the issuer of any such Capital Stock shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Collateral Agent and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Collateral Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Remedies.

(a) Upon the occurrence of a Default and during the continuation thereof, the Collateral Agent may exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document; provided that, this Section 5.2(a) shall not be understood to limit any rights or remedies available to the Collateral Agent and the Secured Parties prior to a Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

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(iii) give notice of sole control or any other instruction under any Deposit Account Control Agreement and other control agreement with any securities intermediary and take any action therein with respect to such Collateral;

(iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Collateral Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Collateral Agent was the outright owner thereof.

(b) The Collateral Agent, on behalf of the Secured Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Collateral Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Collateral Agent and the Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption each Grantor hereby expressly releases.

(d) Until the Collateral Agent is able to effect a sale, lease, or other disposition of Collateral, the Collateral Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Collateral Agent. The Collateral Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Collateral Agent's remedies (for the benefit of the Collateral Agent and the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain obligations of any Grantor in respect of any Rate Management Transaction (including Commodity Hedging Agreements) or Banking Services, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of such obligations in respect of such Rate Management Transactions (including Commodity Hedging Agreements) or Banking Services.

(f) Notwithstanding the foregoing, neither the Collateral Agent nor the Secured Parties shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or

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remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

5.3. Grantor's Obligations Upon Default. Upon the request of the Collateral Agent after the occurrence of a Default, each Grantor will:

(a) assemble and make available to the Collateral Agent the Collateral and all books and records relating thereto at any place or places specified by the Collateral Agent, whether at a Grantor's premises or elsewhere;

(b) permit the Collateral Agent, by the Collateral Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral;

(c) prepare and file, or cause an issuer of Pledged Collateral to prepare and file, with the Securities and Exchange Commission or any other applicable government agency, registration statements, a prospectus and such other documentation in connection with the Pledged Collateral as the Collateral Agent may request, all in form and substance satisfactory to the Collateral Agent, and furnish to the Collateral Agent, or cause an issuer of Pledged Collateral to furnish to the Collateral Agent, any information regarding the Pledged Collateral in such detail as the Collateral Agent may specify;

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Collateral Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Collateral Agent and each Lender, at any time, and from time to time, promptly upon the Collateral Agent's request, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

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5.4. Grant of Intellectual Property License. For the purpose of enabling the Collateral Agent to exercise the rights and remedies under this Article V at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual Property Rights now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Collateral Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Collateral Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

## ARTICLE VI

### ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. Account Verification. The Collateral Agent may at any time, in the Collateral Agent's own name, in the name of a nominee of the Collateral Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Collateral Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Secured Party to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Collateral Agent at any time and from time to time in the sole discretion of the Collateral Agent and appoints the Collateral Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, (ii) to endorse and collect any cash Proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Collateral Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Collateral Agent Control over such Pledged Collateral, (v) to apply the Proceeds of any Collateral received by the Collateral Agent to the Secured Obligations as provided in Section 7.3, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), (vii) to contact Account Debtors for any reason, (viii) to demand payment or enforce payment of the Receivables in the name of the Collateral Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the

Receivables, (ix) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of such Grantor, assignments and verifications of Receivables, (x) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (xi) to settle, adjust, compromise, extend or renew the Receivables, (xii) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xiii) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (xiv) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xv) to change the address for delivery of mail addressed to such Grantor to such address as the Collateral Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xvi) to do all other acts and things necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent in connection with any of the foregoing; provided that, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Collateral Agent, for the benefit of the Collateral Agent and Secured Parties, under this Section 6.2 are solely to protect the Collateral Agent's interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Lender to exercise any such powers.

6.3. Proxy. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE COLLATERAL AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 ABOVE) WITH RESPECT TO ITS PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE COLLATERAL AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR THE AGENT THEREOF), UPON THE OCCURRENCE OF A DEFAULT.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE COLLATERAL AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.15. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT, NOR ANY LENDER, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT,

## ARTICLE VII

### COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; DEPOSIT ACCOUNTS

#### 7.1. Collection of Receivables.

(a) Each Grantor has (i) executed and delivered to the Collateral Agent Deposit Account Control Agreements for each Deposit Account maintained by such Grantor into which all cash, checks or other similar payments relating to or constituting payments made in respect of Receivables will be deposited (a “Collateral Deposit Account”), which Collateral Deposit Accounts are identified as such on Exhibit B, (ii) established blocked account service (the “Blocked Accounts”) with the bank(s) set forth in Exhibit B, which blocked accounts are subject to irrevocable blocked account agreements in the form provided by or otherwise acceptable to the Collateral Agent and have been accompanied by an acknowledgment by the bank where the Blocked Account is located of the Lien of the Collateral Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to the Collection Account (a “Blocked Account Agreement”) and (iii) established lockbox service (the “Lock Boxes”) with the bank(s) and Persons set forth in Exhibit B, which lockboxes are subject to irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Collateral Agent and have been accompanied by an acknowledgment by such Person where the Lockbox is located of the Lien of the Collateral Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to the Collection Account (a “Lockbox Agreement”). Each of the agreements referred to in this Section 7.1 (a) remains in effect as of the Effective Date and any references therein to the Existing Credit Agreement or Existing Security Agreement, as applicable, include such agreements as amended. After the Effective Date, each Grantor will comply with the terms of Section 7.2.

(b) Each Grantor shall direct all of its Account Debtors to forward all cash, checks or other similar payments relating to or constituting payments made in respect of Receivables directly to Blocked Accounts subject to Blocked Account Agreements or Lockboxes subject to Lockbox Agreements; provided that, with respect to PHI and any Subsidiary thereof, all of such payments shall, unless otherwise consented to by the Collateral Agent, continue to be paid through the Remittance Processor pursuant to the Remittance Processing Agreement. Neither PHI nor any Subsidiary thereof shall amend or terminate the Remittance Processing Agreement or instruct any of its Account Debtors to make payments to any Person other than as set forth in the preceding sentence, without the prior written consent of the Collateral Agent. The Collateral Agent shall have sole access to the Blocked Accounts and the Lockboxes at all times and each Grantor shall take all actions necessary to grant the Collateral Agent such sole access. At no time shall any Grantor remove any item from a Blocked Account, Lockbox or from a Collateral Deposit Account without the Collateral Agent’s prior written consent. If any Grantor should refuse or neglect to notify any Account Debtor to forward payments directly to a Blocked Account subject to a Blocked Account Agreement or a Lockbox subject to a Lockbox Agreement after notice from the Collateral Agent, the Collateral Agent shall be entitled to make such notification directly to Account Debtor. If notwithstanding the foregoing instructions, any Grantor receives any Proceeds of any Receivables, such Grantor shall receive such payments as the Collateral Agent’s trustee, and shall immediately deposit all cash, checks or other similar payments related to or constituting payments made in respect of Receivables received by it to a Collateral Deposit Account. All funds deposited into any Blocked Account subject to a Blocked Account Agreement, a Lockbox subject to a Lockbox Agreement or a Collateral Deposit Account will be swept on a daily basis into a collection account maintained by Petro with the Collateral Agent (the “Collection Account”). The Collateral Agent shall hold and apply funds received into the Collection Account as provided by the terms of Section 7.3.



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7.2. Covenant Regarding New Deposit Accounts; Blocked Accounts; Lockboxes. Before opening or replacing any Collateral Deposit Account, other Deposit Account, or establishing a new Blocked Account or Lockbox, each Grantor shall (a) obtain the Collateral Agent's consent in writing to the opening of such Deposit Account, Blocked Account or Lockbox, and (b) cause each bank, financial institution or any Person in which it seeks to open (i) a Deposit Account, to enter into a Deposit Account Control Agreement with the Collateral Agent in order to give the Collateral Agent Control of such Deposit Account, (ii) a Blocked Account, to enter into a Blocked Account Agreement with the Collateral Agent in order to give the Collateral Agent Control of the Blocked Account or (iii) a Lockbox, to enter into a Lockbox Agreement with the Collateral Agent in order to give the Collateral Agent Control of the Lockbox. In the case of Deposit Accounts, Blocked Accounts or Lockboxes maintained with Secured Parties, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

7.3. Application of Proceeds; Deficiency.

(a) All amounts deposited in the Collection Account shall, so long as no Default has occurred and is continuing, be deposited into the Borrower's Funding Account; provided that if Availability is less than 15% of the Aggregate Commitment for any three consecutive days, and until the later of the date which is 90 days after such three-day period or the date on which the average monthly Availability for the 12-month period ending on such date is greater than 20% of the Aggregate Commitment (the "Deficiency Termination Date"), all amounts deposited in the Collection Account shall be deemed received by the Collateral Agent in accordance with Section 2.17 of the Credit Agreement and shall, after having been credited in immediately available funds to the Collection Account, be applied (and allocated) by the Collateral Agent in accordance with Section 2.18 of the Credit Agreement. In no event shall any amount be so applied unless and until such amount shall have been credited in immediately available funds to the Collection Account. Commencing on the Deficiency Termination Date, so long as no Default has occurred and is continuing and subject to the proviso above of this Section 7.3(a), all amounts deposited in the Collection Account shall again be deposited into the Borrower's Funding Account. Notwithstanding the foregoing, the effect of the proviso above of this Section 7.3(a) may not be discontinued more than twice in any 12-month period as a result of the occurrence of a Deficiency Termination Date.

(b) The Collateral Agent shall require all other cash proceeds of the Collateral, which are not required to be applied to the Obligations pursuant to Section 2.15 of the Credit Agreement, to be deposited in a cash collateral account with the Collateral Agent and held there as security for the Secured Obligations (it being understood that amounts deposited and remaining in such account shall be included in the Borrowing Base). No Grantor shall have any control whatsoever over said cash collateral account. Any such Proceeds of the Collateral shall be applied in the order set forth in Section 2.18 of the Credit Agreement unless a court of competent jurisdiction shall otherwise direct. Until so applied, such Proceeds shall continue to be held as security for the Secured Obligations and shall not constitute payment thereof.

(c) Notwithstanding anything herein to the contrary, upon the occurrence of a Default, the Collateral Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in a collateral account, in payment of the Secured Obligations in accordance with Section 2.18 of the Credit Agreement. The Grantors shall remain liable for any deficiency if the Proceeds of any sale or

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disposition of the Collateral are insufficient to pay all Secured Obligations, including any attorneys' fees and other expenses incurred by Collateral Agent or any Lender to collect such deficiency.

## ARTICLE VIII

### GENERAL PROVISIONS

8.1. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Collateral Agent or any Lender arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Collateral Agent or such Lender as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Collateral Agent or any Lender, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Limitation on Collateral Agent's and Secured Parties' Duty with Respect to the Collateral. The Collateral Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Collateral Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Collateral Agent nor any Lender shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Collateral Agent (i) to fail to incur expenses deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of

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doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would be commercially reasonable in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to any Grantor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3. Compromises and Collection of Collateral. The Grantors and the Collateral Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Collateral Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Collateral Agent in its Permitted Discretion shall determine or abandon any Receivable, and any such action by the Collateral Agent shall be commercially reasonable so long as the Collateral Agent acts in good faith based on information known to it at the time it takes any such action.

8.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Collateral Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement and the Grantors shall reimburse the Collateral Agent for any amounts paid by the Collateral Agent pursuant to this Section 8.4. The Grantors' obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Collateral Agent and the Secured Parties, that the Collateral Agent and Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Collateral Agent or the Lenders to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantors.

8.6. Use and Possession of Certain Premises. Upon the occurrence of a Default, the Collateral Agent shall be entitled to occupy and use any premises owned or leased by any Grantor where any of the Collateral or any records relating to the

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Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay any Grantor for such use and occupancy.

8.7. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Collateral Agent or the Secured Parties unless such authorization is in writing signed by the Collateral Agent with the consent or at the direction of the Required Secured Parties.

8.8. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Collateral Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent with the concurrence or at the direction of the Secured Parties required under Section 8.3 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Collateral Agent and the Secured Parties until the Secured Obligations have been paid in full.

8.9. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in any this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.10. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

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8.11. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Collateral Agent and the Secured Parties and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Collateral Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, hereunder.

8.12. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.13. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse the Collateral Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

8.14. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.15. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Facility LCs, a cash deposit or Supporting Letter of Credit has been delivered to the Collateral Agent as required by the Credit Agreement) and no commitments of the Collateral Agent or the Secured Parties which would give rise to any Secured Obligations are outstanding.

8.16. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Grantors and the Collateral Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Collateral Agent relating to the Collateral.

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8.17. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.18. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN THE STATE OF NEW YORK.

8.19. WAIVER OF JURY TRIAL. EACH GRANTOR, THE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

8.20. Indemnity. Each Grantor hereby agrees to indemnify the Collateral Agent and the Secured Parties, and their respective successors, assigns, agents and employees (each an "Indemnified Party"), from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Collateral Agent or any Lender is a party thereto) imposed on, incurred by or asserted against any Indemnified Party, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Collateral Agent or the Secured Parties or any Grantor, and any claim for Patent, Trademark or Copyright infringement) except to the extent that such liabilities, damages, penalties, suits, costs, and expenses are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Party.

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8.21. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart.

8.22. Section Titles. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not part of the agreement between the parties hereto.

## **ARTICLE IX**

### **NOTICES**

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (a) when received, if sent by hand or overnight courier service, or mailed by certified or registered mail notices or (b) when sent, if sent by telecopier (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), in each case addressed to the Grantors at the notice address set forth on Exhibit A, and to the Collateral Agent and the Secured Parties at the addresses set forth in the Credit Agreement.

9.2. Change in Address for Notices. Each of the Grantors, the Collateral Agent and the Secured Parties may change the address for service of notice upon it by a notice in writing to the other parties.

## **ARTICLE X**

### **THE AGENT**

JPMorgan Chase Bank, N.A. has been appointed Collateral Agent for the Secured Parties hereunder pursuant to Article X of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement, and that the Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Collateral Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

## **ARTICLE XI**

### **EFFECT OF AMENDMENT AND RESTATEMENT OF EXISTING SECURITY AGREEMENT**

On the Effective Date, the Existing Security Agreement shall be amended, restated and superseded in its entirety. The parties hereto acknowledge and agree that (a) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a

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novation, payment and reborrowing, or termination of the “Obligations” (as defined in the Existing Credit Agreement) under the Existing Security Agreement and Existing Credit Agreement as in effect prior to the Effective Date and (b) such “Obligations” are in all respects continuing (as amended and restated hereby) with only the terms thereof being modified as provided in this Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the Grantors and the Collateral Agent have executed this Security Agreement as of the date first above written.

GRANTORS:

A.P. WOODSON COMPANY  
C. HOFFBERGER COMPANY  
CFS LLC  
CHAMPION ENERGY CORPORATION  
CHAMPION OIL COMPANY  
COLUMBIA PETROLEUM TRANSPORTATION, LLC  
HOFFMAN FUEL COMPANY OF BRIDGEPORT  
HOFFMAN FUEL COMPANY OF DANBURY  
HOFFMAN FUEL COMPANY OF STAMFORD  
J.J. SKELTON OIL COMPANY  
LEWIS OIL COMPANY  
MAREX CORPORATION  
MEENAN HOLDINGS OF NEW YORK, INC.  
MEENAN OIL CO., INC.  
MINNWHALE LLC  
ORTEP OF PENNSYLVANIA, INC.  
PETRO HOLDINGS, INC.  
PETRO PLUMBING CORPORATION  
PETRO, INC.  
REGIONOIL PLUMBING, HEATING AND  
COOLING CO., INC.  
RICHLAND PARTNERS, LLC  
RYE FUEL COMPANY  
STAR ACQUISITIONS, INC.  
STAR GAS FINANCE COMPANY  
TG&E SERVICE COMPANY, INC.

By:

Name:

Title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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STAR GAS PARTNERS, L.P.

BY: KESTREL HEAT, LLC, its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MEENAN OIL CO., L.P.

BY: MEENAN OIL CO., INC., its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CFS LLC

By: Richland Partners, LLC, its Sole Member

By: \_\_\_\_\_  
Richard F. Ambury  
Chief Financial Officer, Executive Vice President,  
Treasurer and Secretary

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JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT A**

(See Sections 3.2, 3.3, 3.4, 3.9 and 9.1 of Security Agreement)

**NOTICE ADDRESS FOR ALL GRANTORS**

Petroleum Heat and Power Co., Inc.  
2187 Atlantic Street  
Stamford, CT 06902  
Attention: Richard Ambury  
Facsimile: (203) 328-7470

**INFORMATION AND COLLATERAL LOCATIONS OF A.P. Woodson Company**

- I. Name of Grantor: A.P. Woodson Company**
- II. State of Incorporation or Organization: Washington, D.C.**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 820555**
- V. Federal Identification Number: 06-1059668**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF CFS LLC

- I. Name of Grantor: CFS LLC**
- II. State of Incorporation or Organization: Pennsylvania**
- III. Type of Entity: limited liability company**
- IV. Organizational Number assigned by State of Incorporation or Organization: 3997603**
- V. Federal Identification Number: 27-4460830**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Champion Energy Corporation

- I. Name of Grantor: Champion Energy Corporation**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: limited liability company**
- IV. Organizational Number assigned by State of Incorporation or Organization: 2079601**
- V. Federal Identification Number: 06-1156651**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Champion Oil Company

- I. Name of Grantor: Champion Oil Company**
- II. State of Incorporation or Organization: Connecticut**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 0138412**
- V. Federal Identification Number: 06-1078186**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF C. Hoffberger Company

- I. Name of Grantor: C. Hoffberger Company**
- II. State of Incorporation or Organization: Maryland**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: D02062974**
- V. Federal Identification Number: 52-1437108**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None



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INFORMATION AND COLLATERAL LOCATIONS OF Columbia Petroleum Transportation, LLC

- I. Name of Grantor: Columbia Petroleum Transportation, LLC**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: limited liability company**
- IV. Organizational Number assigned by State of Incorporation or Organization: 3176183**
- V. Federal Identification Number: 25-1859437**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Hoffman Fuel Company of Bridgeport

- I. Name of Grantor: Hoffman Fuel Company of Bridgeport**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 2080827**
- V. Federal Identification Number: 06-1156650**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Hoffman Fuel Company of Danbury

- I. Name of Grantor: Hoffman Fuel Company of Danbury**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 2080828**
- V. Federal Identification Number: 06-1156647**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
- (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Hoffman Fuel Company of Stamford

- I. Name of Grantor: Hoffman Fuel Company of Stamford**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 2080821**
- V. Federal Identification Number: 06-1156649**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF J.J. Skelton Oil Company

- I. Name of Grantor: J.J. Skelton Oil Company**
- II. State of Incorporation or Organization: Pennsylvania**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 902189**
- V. Federal Identification Number: 23-2387742**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Lewis Oil Company

- I. Name of Grantor: Lewis Oil Company**
- II. State of Incorporation or Organization: New York**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: N/A**
- V. Federal Identification Number: 11-2780728**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Rye Fuel Company

- I. Name of Grantor: Rye Fuel Company**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 2080829**
- V. Federal Identification Number: 06-1156653**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Marex Corporation

- I. Name of Grantor: Marex Corporation**
- II. State of Incorporation or Organization: Maryland**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: D-01242627**
- V. Federal Identification Number: 52-1224796**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None



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INFORMATION AND COLLATERAL LOCATIONS OF Minnwhale LLC.

- I. Name of Grantor: Minnwhale LLC**
- II. State of Incorporation or Organization: New York**
- III. Type of Entity: limited liability company**
- IV. Organizational Number assigned by State of Incorporation or Organization: N/A**
- V. Federal Identification Number: 20-8048384**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Meenan Holdings of New York, Inc.

- I. Name of Grantor: Meenan Holdings of New York, Inc.**
- II. State of Incorporation or Organization: New York**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: N/A**
- V. Federal Identification Number: 75-3094989**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Meenan Oil Co., Inc.

- I. Name of Grantor: Meenan Oil Co., Inc.**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 0781936**
- V. Federal Identification Number: 13-5581656**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Meenan Oil Co., L.P.

- I. Name of Grantor: Meenan Oil Co., L.P.**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: limited partnership**
- IV. Organizational Number assigned by State of Incorporation or Organization: 2278852**
- V. Federal Identification Number: 11-3083408**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Ortep of Pennsylvania, Inc.

- I. Name of Grantor: Ortep of Pennsylvania, Inc.**
- II. State of Incorporation or Organization: Pennsylvania**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 830187**
- V. Federal Identification Number: 23-2319071**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Petro Holdings, Inc.

- I. Name of Grantor: Petro Holdings, Inc.**
- II. State of Incorporation or Organization: Minnesota**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 10J-870**
- V. Federal Identification Number: 06-1538741**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Petro, Inc.

- I. Name of Grantor: Petro, Inc.**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 0808113**
- V. Federal Identification Number: 74-1810078**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Petro Plumbing Corporation

- I. Name of Grantor: Petro Plumbing Corporation**
- II. State of Incorporation or Organization: New Jersey**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 0100839703**
- V. Federal Identification Number: 22-3802212**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None



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INFORMATION AND COLLATERAL LOCATIONS OF Petroleum Heat and Power Co., Inc.

- I. Name of Grantor: Petroleum Heat and Power Co., Inc.**
- II. State of Incorporation or Organization: Minnesota**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 5I-939**
- V. Federal Identification Number: 06-1183025**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF RegionOil Plumbing, Heating and Cooling Co., Inc.

- I. Name of Grantor: RegionOil Plumbing, Heating and Cooling Co., Inc.**
- II. State of Incorporation or Organization: New Jersey**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 0100388793**
- V. Federal Identification Number: 22-2974742**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Richland Partners, LLC

- I. Name of Grantor: Richland Partners, LLC**
- II. State of Incorporation or Organization: Pennsylvania**
- III. Type of Entity: limited liability company**
- IV. Organizational Number assigned by State of Incorporation or Organization: 2990194**
- V. Federal Identification Number: 25-1881489**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: All properties listed as owned by Grantor in Exhibit F hereto.
  - (b) Properties Leased by the Grantor (Include Landlord's Name): All properties listed as leased by Grantor in Exhibit F hereto.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Star Gas Finance Company

- I. Name of Grantor: Star Gas Finance Company**
- II. State of Incorporation or Organization: Delaware**
- III. Type of Entity: corporation**
- IV. Organizational Number assigned by State of Incorporation or Organization: 3614714**
- V. Federal Identification Number: 75-3094991**
- VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**  
**2187 Atlantic Street**  
**Stamford, CT 06902**  
**Attention: Richard Ambury**
- VII. Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None
  - (b) Properties Leased by the Grantor (Include Landlord's Name): None
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Star Gas Partners, L.P.

**I. Name of Grantor: Star Gas Partners, L.P.**

**II. State of Incorporation or Organization: Delaware**

**III. Type of Entity: limited partnership**

**IV. Organizational Number assigned by State of Incorporation or Organization: 2544224**

**V. Federal Identification Number: 06-1437793**

**VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

**2187 Atlantic Street  
Stamford, CT 06902  
Attention: Richard Ambury**

**VII. Locations of Collateral:**

- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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INFORMATION AND COLLATERAL LOCATIONS OF Star Acquisitions, Inc.

**I. Name of Grantor: Star Acquisitions, Inc.**

**II. State of Incorporation or Organization: Minnesota**

**III. Type of Entity: corporation**

**IV. Organizational Number assigned by State of Incorporation or Organization: 10M-613**

**V. Federal Identification Number: 06-1538742**

**VI. Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

**2187 Atlantic Street  
Stamford, CT 06902  
Attention: Richard Ambury**

**VII. Locations of Collateral:**

- (a) Properties Owned by the Grantor: None
- (b) Properties Leased by the Grantor (Include Landlord's Name): None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee): None

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**EXHIBIT B**

(See Section 3.5 of Security Agreement)

**DEPOSIT ACCOUNTS**

<u>Name of Grantor</u>	<u>Name of Institution</u>	<u>Account Number</u>
Petro, Inc.	JP MORGAN CHASE	777-348535
Petro, Inc.	JP MORGAN CHASE	304154814
Meenan Oil Co., L.P.	WELLS FARGO	2000047435487
Meenan Oil Co., L.P.	WELLS FARGO	2000034306590
Ortep of New Jersey, Inc.	WELLS FARGO	2002006670799
Richland Partners, LLC	WELLS FARGO	2000011218656
Richland Partners, LLC	WELLS FARGO	2000003547050
Petro Holdings, Inc.	BANK OF AMERICA	3756513851
Petro, Inc.	JP MORGAN CHASE	209-043385
Petro, Inc.	JP MORGAN CHASE	777-347849
Hoffman Fuel Company Bridgeport	BANK OF AMERICA	9429-168042
Hoffman Fuel Company Danbury	BANK OF AMERICA	9429-168034
J. J. Skelton Oil Company	M & T BANK	9857195458
C. Hoffberger Company	BANK OF AMERICA	9429-168026
Lewis Oil Company	BANK OF AMERICA	9429-168018
Champion Energy Corporation	BANK OF AMERICA	9429-167998
Petro, Inc.	JP MORGAN CHASE	022-098571
Petro, Inc.	JP MORGAN CHASE	630-1418228509
Petro Inc.	JP MORGAN CHASE	777348810
Petroleum Heat and Power Co., Inc.	BANK OF AMERICA	249-01053-1-5
Petroleum Heat and Power Co., Inc.	JP MORGAN CHASE	5015888
Petroleum Heat and Power Co., Inc.	CITIZENS	131349-513-9
Petroleum Heat and Power Co., Inc.	JP MORGAN CHASE	36056919 and 36056885
Meenan Oil Co., L.P.	JP MORGAN CHASE	893-190047
AP Woodson (Carroll)	M& T BANK	9851848540
AP Woodson (Carroll)	M& T BANK	9851848557
AP Woodson (SPS)	BANK OF AMERICA	223012079673
Region Oil- Division of Meenan Oil Co., L.P.	WELLS FARGO	2000012722989

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**EXHIBIT C**

(See Section 3.7 of Security Agreement)

LETTER OF CREDIT RIGHTS

None

CHATTEL PAPER

None



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**EXHIBIT D**




**PETROLEUM HEAT AND POWER CO., INC.**


**U.S. TRADEMARKS**


<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
COOLGUARD	2,503,081	October 30, 2001	International Class 36 - Warranty contracts in the field of residential central air conditioning systems.	Petroleum Heat and Power Co., Inc.	Renewal due October 30, 2021	Active Registration.
PETRO 2000	2,300,478	December 14, 1999	International Class 4 - Diesel fuel sold with pre-mixed additives.	Petroleum Heat and Power Co., Inc.	Renewal Due December 14, 2019	Active Registration.





<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
	2,449,407	May 8, 2001	International Class 37 - Clean-up services for accidental releases of fuel oil from above-ground and underground fuel oil heating systems, provided to others through a service plan.  International Class 42 - Inspection services for others in the field of above- ground and underground fuel oil heating systems, provided through a service plan.	Petroleum Heat and Power Co., Inc.	Renewal due May 8, 2021	Active Registration.
DEBLOIS	2,892,718	October 12, 2004	International Class 4 – Fuel oil for heating purposes.  International Class 35 – Fuel oil distribution services.  International Class 37 – Installation, repair and maintenance of fuel oil equipment	Petro Holdings, Inc.	Renewal due 10/12/2014	Active Registration. To be revisited in 2014.


<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
	2,171,734	July 7, 1998	International Class 4 – Fuel oil.  International Class 37 - Oil burner and boiler regulation and repair services.  International Class 39 - Delivery of heating oil by truck.	Petroleum Heat and Power Co., Inc.	Renewal due July 7, 2018	Active Registration.
	538,181	February 20, 1951	International Class 4 – Fuel oils for heating purposes.	Petroleum Heat and Power Co., Inc.	Renewal due February 20, 2021	Active Registration.
PETRO and Design (House and Hand) 	3,514,854	October 14, 2008	International Class 37 – HVAC contracting services, namely, installation, maintenance and repair of HVAC Systems; plumbing services, namely installation, maintenance and repair	Petroleum Heat and Power Co., Inc.	Renewal due October 14, 2018	Active Registration.

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
PETRO (Word Mark)	4,026,203	September 13, 2011	IC4 - Fuel oils.  IC37 – HVAC contracting services, namely, installation, maintenance and repair of HVAC systems; plumbing services, namely installation, maintenance and repair.	Petroleum Heat & Power Co.	Sections 8 & 15 due between September 13, 2016 and September 13, 2017	Active Registration
	2,100,059	September 23, 1997	IC39 – Delivery of heating oil by truck.  International Class 37 – Installation, maintenance and repair of security alarm systems for residential and commercial use.	Meenan Oil Co., L.P.	Renewal Due: September 23, 2017	Active Registration.
WARMTH IS WHAT WE'RE ALL ABOUT	1,720,717	September 29, 1992	International Class 37 – Installation, repair and maintenance of heating equipment.  International 42 – Heating oil distributorship services.	Meenan Oil Co., L.P.	Renewal Due: September 29, 2022	Active Registration.


<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
 <p>MEENAN WARMTH IS WHAT WE'RE ALL ABOUT</p>	1,572,413	December 19, 1989	<p>International Class 37 – Installation, repair and maintenance of heating equipment.</p> <p>International 42 – Heating oil distributorship services.</p>	Meenan Oil Co., L.P.	Renewal Due: December 19, 2019	Active Registration.
PATRIOT PROPANE	3,394,777	3/11/2008	<p>International Class 37 – Servicing equipment that utilizes propane.</p> <p>International Class 39 – Delivery of propane by truck.</p>	Richland Partners, LLC	Renewal Due: March 11, 2018	Active Registration.
LEFFLER ENERGY	2,858,853	June 29, 2004	<p>International Class 35 – Wholesale distributorships and retail services featuring oil, gasoline and other petroleum products</p> <p>International Class – 37 Maintenance and repair of equipment utilizing oil, gasoline and other petroleum products, namely furnaces, boilers, hot water heaters and like equipment.</p>	Richland Partners, LLC	Renewal Due: June 29, 2014	Active Registration. To be revisited in 2014.


<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
SURE START	3,421,803	May 6, 2008	International Class 37 – Maintenance and repair of heating and air conditioning equipment	Star Gas Partners, L.P.	Renewal Due: May 6, 2018.	Active Registration.
LEFFLER ENERGY (Word mark)	3,678,856	September 8, 2009	International Class – 27 HVAC contracting services, namely, installation, maintenance and repair of heating, ventilation and cooling systems, plumbing services, namely installation, maintenance and repair	Richland Partners, LLC	Sections 8 & 15 due between September 8, 2014 and September 8, 2015	Active Registration.
FOUR POINTS	3,851,247	September 21, 2010	International Class 37 - Installation, maintenance and repair of heating equipment  International Class 39 – Delivery of heating oil.	Petroleum Heat & Power Co., Inc.	Sections 8 & 15 due between September 21, 2015 and September 21, 2016	Active Registration.
FOUR POINTS and Design	3,846,285	September 7, 2010	International Class 37 - Installation, maintenance and repair of heating equipment  International Class 39 – Delivery of heating oil.	Petroleum Heat & Power Co., Inc.	Sections 8 & 15 due between September 7, 2015 and September 7, 2016	Active Registration


<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
RYE ENERGY and Design 	4,227,317	October 16, 2012	IC39 – Fuel delivery services featuring propane	Champion Energy Corporation	Registered	Sections 8 & 15 due between October 16, 2017 and October 16, 2018
SUNBURST Design 	4,134,946	May 1, 2012	IC37 – Installation, repair and maintenance of heating equipment; oil burner and boiler regulation and repair services; HVAC contracting services, namely, installation, maintenance and repair of HVAC systems.  IC39 – Fuel delivery services featuring heating oil.	Champion Energy Corporation	Registered	Sections 8 & 15 due between May 1, 2017 and May 1, 2018



<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
HOFFMAN ENERGY and Design 	4,141,899	May 15, 2012	IC37 – Installation, repair and maintenance of heating equipment; oil burner and boiler regulation and repair services; HVAC contracting services, namely, installation, maintenance and repair of HVAC systems.  IC39 – Fuel delivery services featuring heating oil.	Champion Energy Corporation	Registered  Sections 8 & 15 due between May 15, 2017 and May 15, 2018	



<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
RYE ENERGY and Design 	4,141,900	May 15, 2012	IC37 – Installation, repair and maintenance of heating equipment; oil burner and boiler regulation and repair services; HVAC contracting services, namely, installation, maintenance and repair of HVAC systems.  IC39 – Fuel delivery services featuring heating oil.	Champion Energy Corporation	Registered  Sections 8 & 15 due between May 15, 2017 and May 15, 2018	

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
LEWIS ENERGY and Design 	85/409,501	August 29, 2011	IC37 – Installation, repair and maintenance of heating equipment; oil burner and boiler regulation and repair services; HVAC contracting services, namely, installation, maintenance and repair of HVAC systems.  IC39 – Fuel delivery services featuring heating oil.	Champion Energy Corporation	<b>Notice of Abandonment: July 17, 2012</b>	Per email from client dated 1/27/2012, we will not respond to office action and allow application to become abandoned.

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
C. HOFFBERGER EASTERN ENERGY and Design 	85/409,535	August 29, 2011	IC37 – Installation, repair and maintenance of heating equipment; oil burner and boiler regulation and repair services; HVAC contracting services, namely, installation, maintenance and repair of HVAC systems.  IC39 – Fuel delivery services featuring heating oil.	Champion Energy Corporation	Office Action: December 19, 2011  ROA Due June 19, 2012  Filed ROA on December 21, 2011  Rec'd Notice of Suspension pending the disposition of cited application no. 77/248,647  December 30, 2013 – Still Suspended.	

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS</u>	<u>OWNER</u>	<u>NEXT ACTION DUE</u>	<u>NOTES</u>
J.J. SKELTON ENERGY and Design 	4,141,901	May 15, 2012	IC37 – Installation, repair and maintenance of heating equipment; oil burner and boiler regulation and repair services; HVAC contracting services, namely, installation, maintenance and repair of HVAC systems.  IC39 – Fuel delivery services featuring heating oil.	Champion Energy Corporation	Registered	Sections 8 & 15 due between May 15, 2017 and May 15, 2018
HOFFMAN Design 	4,134,984	May 1, 2012	IC35 – Conducting energy audits of residential homes for the purpose of improving energy.	Champion Energy Corporation	Registered	Sections 8 & 15 due between May 1, 2017 and May 1, 2018

**EXHIBIT E**

**Title Documents**

LEASED VEHICLES

<u>Location</u>	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity</u>	<u>Vin #</u>	<u>Lease #</u>	<u>Lessor</u>	
<b>Carroll Home</b>	1021	2014	Freightliner	M2 106	3300 A	1FVACYCY3EHFT7148	N/A	KEY	
	1022	2014	Freightliner	M2 106	3300 A	1FVACYCY5EHFT7149	N/A	KEY	
	1048	2010	Nissan UD	3300R	1600 1000 A	JNAPC81L5AAR80305	529596	MERCH	
	1049	2010	Nissan UD	3300R	1600 1000 A	JNAPC81L0AAR80339	529595	MERCH	
	1058	2014	Freightliner	M2106	2700 A	1FVACXDT8EHFL5442	N/A	WF	
	1059	2014	Freightliner	M2106	2700 A	1FVACXDTXEHL5443	N/A	WF	
	S651	2011	Ford	E250	Van	1FTNE2EW0BDB30968	F9D892	Enterp	
	S652	2011	Ford	E250	Van	1FTNE2EW3BDB30964	F9D893	Enterp	
	S653	2011	Ford	E250	Van	1FTNE2EW1BDB30963	F9D894	Enterp	
	S654	2011	Ford	E250	Van	1FTNE2EW5BDB30965	F9D895	Enterp	
	S655	2011	Ford	E250	Van	1FTNE2EW9BDB30967	F9D896	Enterp	
	S656	2011	Ford	E250	Van	1FTNE2EW7BDB30966	F9D897	Enterp	
	S658	2011	Ford	E250	Van	1FTNE2EW5BDB34191	F9D899	Enterp	
	S659	2011	Ford	E250	Van	1FTNE2EW3BDB34190	F9D900	Enterp	
	S660	2011	Ford	E250	Van	1FTNE2EW7BDB34189	F9D901	Enterp	
	S661	2011	Ford	E250	Van	1FTNE2EW5BDB34188	F9D902	Enterp	
	S662	2011	Ford	E250	Van	1FTNE2EW9BDB34193	F9D903	Enterp	
	S680	2004	Ford	E350	Van	1FTSE34L64HA93100	187845	DN	
	S684	2011	Ford	F450	CL Utility	1FDUF4GY4BEB40993	F9D298	Enterp	
	S685	2011	Ford	F450	CL Utility	1FDUF4GY6BEB40994	F9D299	Enterp	
	S686	2009	Ford	F450	CL Utility	1FDAF46R89EA60345	F9C934	Enterp	
	S687	2009	Ford	F450	CL Utility	1FDAF46R19EA60347	F9C933	Enterp	
	S691	2005	FORD	E350	Van	1FTSE34L25HB33805	196054	DN	
	S692	2013	Ford	E250	Van	1FTNE2EW3DDA47585	7546509	B OF A	
	S693	2013	Ford	E250	Van	1FTNE2EW5DDA47586	7546538	B OF A	
	M202	2013	Ford	F250	PICK UP	1FTBF2B6XDEA04649	534463	MERCH	
	XS657	2011	Ford	E250	Van	1FTNE2EW7BDB34192	F9D898	Entrp	
	<b>Hardy</b>	S006	2011	FORD	E250	Van	1FTNE2EW3BDA79482	534350	MERCH
		S008	2003	FORD	E250	Van	1FNE24233HB26146	168770	DN
		S026	2009	FORD	E250	VAN	1FTNE24W89DA68148	N/A	RBS
		S027	2009	FORD	E250	VAN	1FTNE24WX9DA68149	N/A	RBS

S028	2009	FORD	E250	Van	1FTNE24W49DA72973	N/A	RBS	
S029	2009	FORD	E250	VAN	1FTNE24W29DA72972	N/A	RBS	
S031	2009	FORD	E250	VAN	1FDSE35L39DA57115	509031	ML	
S043	2011	FORD	E250	Van	1FTNE2EW2BDA88576	N/A	RBS	
S045	2011	FORD	E250	Van	1FTNE2EW6BDA88578	N/A	RBS	
S047	2011	FORD	E250	Van	1FTNE2EW9BDA82760	N/A	RBS	
S048	2013	FORD	E250	Van	1FTNE2WXDDA42173	7546422	B OF A	
S049	2013	FORD	E250	Van	1FTNE2EW1DDA42174	7546423	B OF A	
S050	2013	FORD	F350	UTILITY	1FTRF3860CEC90174	7546508	B OF A	
S051	2013	FORD	E250	Van	1FTNE2EW7DDA47590	7546422	B OF A	
S054	2011	FORD	E250	Van	1FTNE2EW4BDA88577	N/A	RBS	
S056	2011	FORD	E250	Van	1FTNE2EW0BDA88575	N/A	RBS	
S057	2005	FORD	E250	Van	1FTSE34L75HB33797	196045	DN	
S077	2004	Ford	F250	Pick up	1FTNE21L44EB23284	177242	DN	
M102	2010	FORD	TRAN-CON	VAN	NM0LS7ANXAT022207	N/A	RBS	
M103	2011	FORD	TRAN-CON	VAN	NM0LS7AN6BTO49339	N/A	RBS	
XS073	1999	FORD	E250	VAN	1FTNE2425XHB52737	140463	DN	
XS074	2000	FORD	E250	VAN	1FTNE242XYHA36225	139715	DN	
XS075	2001	FORD	E250	VAN	1FTNE24231HB22238	154054	DN	
<b>Hicksville</b>	1400	2012	FRGHT	M2	3400	1FVACYBS9CHBL0073	N/A	RBS
<b>Patterson</b>	1401	2014	FRGHT	M2	3400 A	1FVACYCY0EHFL5504	N/A	WF
	1403	2009	FRGHT	M2	3400	1FVACYDJX9HAF2458	N/A	RBS
	1404	2010	FRGHT	M2	3400/A	1FVACYBS0ADAR4293	N/A	RBS
	1406	2008	FRGHT	FL 80	3400/A	1FVFCYDJ78HZ05498	N/A	RBS
	1483	2005	INTER	7600	5000/A	1HTWYSBT35J045797	192872	DN
	S204	2008	FORD	E250	VAN	1FTNE24W88DA15321	500420	ML
	S206	2007	FORD	E/350	VAN	1FDSE35L47DB10837	500149	ML
	S210	2009	FORD	E/250	VAN	1FTNE24W39DA72978	N/A	RBS
	S211	2009	FORD	E/250	VAN	1FTNE24WX9DA70581	N/A	RBS
	S212	2009	FORD	E/250	VAN	1FTNE24W89DA70580	N/A	RBS
	S213	2009	FORD	E/250	VAN	1FTNE24W19DA72980	N/A	RBS
	S214	2009	FORD	E/250	VAN	1FTNE24W59DA72979	N/A	RBS
	S215	2008	FORD	E250	VAN	1FTNE24WX8DA15322	500421	ML
	S216	2008	FORD	E250	VAN	1FTNE24W18DA15323	500422	ML
	S217	2008	FORD	E250	VAN	1FTNE24W68DA15320	500419	ML
	S227	2001	FORD	E/250	VAN	1FTNE24211HB22240	154056	DN
	S234	2000	FORD	E/250	VAN	1FTNE2427YHB22124	145456	DN
	S238	2003	FORD	E/250	VAN	1FTNE24213HB30762	168768	DN
	S241	2010	FORD	E250	VAN	1FTNE2EW0ADA75470	N/A	RBS
	S242	2010	FORD	E250	VAN	1FTNE2EW2ADA75468	N/A	RBS

S243	2010	FORD	E250	VAN	1FTNE2EW4ADA75469	N/A	RBS
S244	2010	FORD	E250	VAN	1FTNE2EW2ADA75471	N/A	RBS
S245	2010	FORD	E250	VAN	1FTNE2EW0ADA75467	N/A	RBS
S250	2011	FORD	E250	VAN	1FTNE2EW5BDA79306	N/A	RBS
S253	2003	FORD	E/250	VAN	1FTNE24273HB30765	168773	DN
S254	2011	FORD	E250	VAN	1FTNE2EW1BDA79304	N/A	RBS
S255	2011	FORD	E250	VAN	1FTNE2EWXBDA79303	N/A	RBS
S256	2011	FORD	E250	VAN	1FTBE2EW8BDA79302	N/A	RBS
S257	2011	FORD	E250	VAN	1FTNE2EW3BDA79305	N/A	RBS
S258	2003	FORD	E/250	VAN	1FTNE24253HB26147	168774	DN
S259	2006	FORD	E/250	VAN	1FTNE24W06DA97087	495620	ML
S260	2006	FORD	E/250	VAN	1FTNE24W26DA97088	495621	ML
S261	2006	FORD	E/250	VAN	1FTNE24W46DA97089	495622	ML
S262	2006	FORD	E/250	VAN	1FTNE24W06DA97090	495623	ML
S263	2011	FORD	E250	VAN	1FTNE2EW7BDA79307	N/A	RBS
S266	2005	FORD	E/250	VAN	1FTNE24W05HB22612	196010	DN
S271	2003	FORD	E/250	VAN	1FTNE24273HB26148	168775	DN
S272	2006	FORD	E/250	VAN	1FTNE24W26DA97091	495624	ML
S275	2003	FORD	E/250	VAN	1FTNE24293HB30766	168776	DN
S277	2003	FORD	E/250	VAN	1FTNE24203HB30767	168777	DN
S278	2003	FORD	E/250	VAN	1FTNE24223HB30768	168779	DN
S293	2003	FORD	E/250	VAN	1FTNE24203HB30770	168782	DN
S294	2012	FORD	E350	UTILITY	1FDSE3FLXCDA16745	534464	MERCH
S295	2013	FORD	E250	VAN	1FTNE2EW0DDA42179	N/A	B OF A
S296	2013	FORD	E250	VAN	1FTNE2EW7DDA42180	N/A	B OF A
S297	2013	FORD	E450	UTILITY	1FDXE4FS8DDA74292	N	B OF A
S100	2011	FORD	E250	VAN	1FTNE2EW9BDA70351	N/A	RBS
S101	2011	FORD	E250	VAN	1FTNE2EW0BDA70352	N/A	RBS
S102	2011	FORD	E250	VAN	1FTNE2EW7BDA70350	N/A	RBS
S103	2014	FORD	E250	VAN	1FTNE2EW9DDA68683	N/A	B OF A
S115	2008	FORD	E250	VAN	1FTNE24W38DA25612	500633	ML
S116	2010	FORD	E250	VAN	1FTNE2EWXADA74357	N/A	RBS
S117	2010	FORD	E250	VAN	1FTNE2EW8ADA74356	N/A	RBS
M26	2000	FORD	E250	VAN	1FTNE2424YHA36222	139712	DN
M27	1997	FORD	AEROSPT	MINIVAN	1FTDA14U2VZA73410	120526	DN
M29	1995	FORD	E/350	VAN	1FTJE34Y9SHA11171	100677	DN
M31	1989	CHEVROLET	C35	RACK	1GBHR34K3KJ103548	48714	DN
M33	2012	FORD	F250	PICK UP	1FTBF2B69CEC77323	533699	Merch
XS235	2001	FORD	E250	VAN	1FTNE24271HB14790	153641	DN
XS249	2003	FORD	E250	VAN	1FTNE24233HB19973	168772	DN
XS267	2005	FORD	E250	VAN	1FTNE24W25HB22613	196011	DN
XS297	2003	FORD	E250	VAN	1FTNE24253HB19974	168783	DN

**Maspeth**

1124	2009	FRTLNR	M2-112	5000	1FVMC5CV09HAF1903	N/A	RBS
1127	2008	FRTLNR	M2-112	5000	1FVMC5CV38HZ68334	N/A	RBS
1130	2009	FRTLNR	M2-112	5000	1FVMC5CV29HAF1904	N/A	RBS
1133	2010	FRTLNR	M2	4500	1FVHC5CV8ADAR5181	N/A	RBS
1134	2010	FRTLNR	M2-112	5000	1FVHC5CV6ADAR5180	N/A	RBS
1137	2012	FRGHT	M2	3200 A	1FVACYBS7CHBL0072	N/A	RBS
1138	2012	FRGHT	M2	3200 A	1FVACYBS5CHBL0071	N/A	RBS
1139	2012	FRGHT	M2	4500 A	1FVHC5DV7CHBN3064	N/A	RBS
1140	2012	FRGHT	M2	3300	1FVHC5DV9CHBN3065	N/A	RBS
1153	2005	INTER	7600	5000	1HTWYSBT05J045790	192863	DN
1194	2005	INTER	7600	5000	1HTWYSBT45J045792	192870	DN
S300	2008	FORD	E250	VAN	1FTNE24W88DA15318	500417	ML
S301	2008	FORD	E250	VAN	1FTNE24W8DA15319	500418	ML
S302	2009	FORD	E350	VAN	1FDSE5LX9DA72999	N/A	RBS
S303	2010	FORD	E350	VAN	1FDSE3FL7ADA38134	526787	MERCHS
S304	2011	FORD	E250	VAN	1FTNE2EW9BDA88493	N/A	RBS
S305	2011	FORD	E350	VAN	1FTSE3EL7BDA81850	535641	MERCHS
S307	2005	FORD	E250	VAN	1FTNE24W75HB22607	196005	DN
S308	2005	FORD	E250	VAN	1FTNE24W95HB22608	196006	DN
S310	2005	FORD	E250	VAN	1FTNE24W75HB22610	196008	DN
S315	2009	FORD	E350	UTIL	1FDSE35L89DA62570	509030	ML
S316	2010	FORD	E350	UTIL	1FDSE3FL3ADA13067	509032	ML
S317	2010	FORD	E250	VAN	1FTNE2EW4ADA75472	N/A	RBS
S318	2010	FORD	E250	VAN	1FTNE2EWXADA75475	N/A	RBS
S319	2010	FORD	E250	VAN	1FTNE2EW6ADA75473	N/A	RBS
S320	2010	FORD	E250	VAN	1FTNE2EW8ADA75474	N/A	RBS
S325	2002	FORD	E250	VAN	1FTNE24222HA58761	162327	DN
S326	2011	FORD	E250	VAN	1FTNE2EW1BDA79299	N/A	RBS
S327	2011	FORD	E250	VAN	1FTNE2EW4BDA79300	N/A	RBS
S328	2011	FORD	E250	VAN	1FTNE2EWXBDA79298	N/A	RBS
S329	2011	FORD	E250	VAN	1FTNE2EW6BDA88581	N/A	RBS
S330	2011	FORD	E250	VAN	1FTNE2EW6BDA79301	N/A	RBS
S331	2011	FORD	E250	VAN	1FTNE2EW8BDA88579	N/A	RBS
S332	2011	FORD	E250	VAN	1FTNE2EW4BDA88580	N/A	RBS
S334	2006	FORD	E250	VAN	1FTNE24W26DA97107	495608	ML
S335	2006	FORD	E250	VAN	1FTNE24W36DA97102	495603	ML
S336	2006	FORD	E250	VAN	1FTNE24W56DA97103	495604	ML



S337	2006	FORD	E250	VAN	1FTNE24W76DA97104	495605	ML
S338	2006	FORD	E250	VAN	1FTNE24W96DA97105	495606	ML
S339	2006	FORD	E250	VAN	1FTNE24W06DA97106	495607	ML
S340	2006	FORD	E250	VAN	1FTNE24W46DA97108	495609	ML
S341	2013	FORD	E250	VAN	1FTNE2EW1DDA42126	N/A	B OF A
S342	2013	FORD	E250	VAN	1FTNE2EWXDDA42125	N/A	B OF A
S343	2013	FORD	E250	VAN	1FTNE2EW3DDA42124	N/A	B OF A
S344	2013	FORD	E250	VAN	1FTNEE2EW3DDA42127	N/A	B OF A
S346	2013	FORD	E250	VAN	1FTNE2EW6DDA42123	N/A	B OF A
S354	2003	FORD	E250	VAN	1FTNE24243HB16936	168727	DN
S356	2003	FORD	E250	VAN	1FTNE24283HB16938	168729	DN
S358	2003	FORD	E250	VAN	1FTNE24263HB16940	168731	DN
S362	2003	FORD	E250	VAN	1FTNE24253HB16945	168744	DN
S377	2003	FORD	E250	VAN	1FTNE24293HB16947	168748	DN
S380	2001	FORD	E250	VAN	1FTNR24291HB14791	153642	DN
S381	2001	FORD	E250	VAN	1FTNE24201HB14792	153643	DN
S382	2001	FORD	E250	VAN	1FTNE24221HB14793	153644	DN
S383	2001	FORD	E250	VAN	1FTNE24241HB14794	153645	DN
S389	2000	FORD	E250	VAN	1FTNE2423YHA38608	139778	DN
S392	2000	FORD	E250	VAN	1FTNE2423YHA38611	139785	DN
S393	2000	FORD	E250	VAN	1FTNE2425YHA38612	139787	DN
S398	2000	FORD	E250	VAN	1FTNE2424YHA38617	139793	DN
S399	2000	FORD	E250	VAN	1FTNE2426YHA38618	139794	DN
S403	2001	FORD	E250	VAN	1FTNE24291HB18288	153613	DN
S406	2001	FORD	E250	VAN	1FTNE24201HB18289	153614	DN
S414	2001	FORD	E250	VAN	1FTNE24201HB18292	153617	DN
S416	2001	FORD	E250	VAN	1FTNE24211HB18303	153628	DN
S425	2002	FORD	E250	VAN	1FTNE24272HB24513	163445	DN
S435	2003	FORD	E250	VAN	1FTNE24203HB16948	168749	DN
S436	2003	FORD	E250	VAN	1FTNE24223HB16949	168751	DN
S437	2003	FORD	E250	VAN	1FTNE24293HB16950	168753	DN
S440	2003	FORD	E250	VAN	1FTNE24203HB16951	168755	DN
M71	2003	FORD	E250	VAN	1FTNE24213HB26145	168737	DN
M72	1999	FORD	E250	VAN	1FTNE2428XHB52523	140462	DN
M73	2003	FORD	E250	VAN	1FTNE242X3HB16942	168739	DN
M79	2003	FORD	E250	VAN	1FTNE24213HB16943	168741	DN
M81	1995	FORD	F250	PICK UP	1FTHF26H3SLA04085	100248	DN
M83	2014	FORD	F250	PICK UP	1FTBF2B68EEA54595		B OF A
XM77	2003	FORD	E250	VAN	1FTNE242X3HB26144	168735	DN
XM78	1993	FORD	E350	VAN	1FTJE34H6PHB50343	55262	DN

XM101	2000	FORD	E250	VAN	1FTNE2429YHA38614	139790	DN
XXS355	2003	FORD	E250	VAN	1FTNE24263HB16937	168728	DN
XS309	2005	FORD	E250	VAN	1FTNE24W05HB22609	196007	DN
XS311	2000	FORD	E250	VAN	1FTNE2425YHA36228	139718	DN
XS312	2000	FORD	E250	VAN	1FTNE2421YHB22121	145453	DN
XS314	2003	FORD	E250	VAN	1FTNE24233HB30763	168769	DN
XS345	2000	FORD	E250	VAN	1FTNE2425YHB22090	145392	DN
XS351	2000	FORD	E250	VAN	1FTNE2427YHB22091	145393	DN
XS359	2003	FORD	E250	VAN	1FTNE24263HB26142	168732	DN
XS360	2003	FORD	E250	VAN	1FTNE24283HB26143	168734	DN
XS366	2003	FORD	E250	VAN	1FTNE24233HB16944	168743	DN
XS367	2000	FORD	E250	VAN	1FTNE2429YHB22092	145394	DN
XS369	2000	FORD	E250	VAN	1FTNE2429YHB22089	145391	DN
XS376	2003	FORD	E250	VAN	1FTNE24273HB16946	168747	DN
XS391	2000	FORD	E250	VAN	1FTNE2421YHA38610	139782	DN
XS394	2000	FORD	E250	VAN	1FTNE2427YHA38613	139789	DN
XS401	2001	FORD	E250	VAN	1FTNE24221HB18293	153618	DN
XS402	2001	FORD	E250	VAN	1FTNE24281HB18296	153621	DN
XS405	2001	FORD	E250	VAN	1FTNE24231HB18299	153624	DN
XS407	2001	FORD	E250	VAN	1FTNE242X1HB18302	153627	DN
XS409	2001	FORD	E250	VAN	1FTNE24211HB18298	153623	DN
XS410	2001	FORD	E250	VAN	1FTNE24251HB18305	153630	DN
XS411	2001	FORD	E20	VAN	1FTNE24231HB18304	153629	DN
XS412	2001	FORD	E250	VAN	1FTNE24241HB18294	153619	DN
XS413	2001	FORD	E250	VAN	1FTNE24271HB18306	153631	DN
XS419	2001	FORD	E250	VAN	1FTNE24291HB18291	153616	DN
XS420	2001	FORD	E250	VAN	1FTNE242X1HB18297	153622	DN
XS421	2002	FORD	E250	VAN	1FTNE24252HA5787	162318	DN
XS422	2002	FORD	E250	VAN	1FTNE24272HA77855	162322	DN
XS424	2002	FORD	E250	VAN	1FTNE24242HB24503	163456	DN
XS438	2003	FORD	E250	VAN	1FTNE24223HB16952	168756	DN
XS439	2003	FORD	E250	VAN	1FTNE24243HB16953	168758	DN
<b>Plainview</b>							
1706	2012	FRGHT	M2	3300 A	1FYACYBS0CHBL0074	N/A	RBS
1714	2008	FRGHT	M2	3400/A	1FVFCYDJ98HZ05499	N/A	RBS
1715	2009	FRGHT	M2	3300	1FVACYDJ19HAF2459	N/A	RBS
1717	2009	FRGHT	M2	3300	1FVACYDJ89HAF2460	N/A	RBS
1720	2010	FREIGHT	M2	3400	1FVACYBS2ADAR4294	N/A	RBS
1721	2010	FREIGHT	M2	3300A	1FVACYBS4ADAR4295	N/A	RBS
1722	2012	FREIGHT	M2106	2800	1FVACXDT4CHBX1209	N/A	RBS

1723	2012	FREIGHT	M2106	2800		1FVACXDTOCHBX1210	N/A	RBS
1725	2005	INTER	7600	5000/A		1HTWYSBT15J045796	192864	DN
S800	2010	FORD	E250	Van		1FTNE2EWXADA14028	509831	MERCH
S801	2011	FORD	E250	Van		1FTSE3EL3BDA44293	526783	MERCH
S802	2001	FORD	E-250	Van		1FTNE24291HB18324	153722	DN
S804	2006	FORD	E-250	Van		1FTNE24WX6DA97095	495628	ML
S805	2010	FORD	E250	Van		1FTNE2EW2ADA26545	509832	ML
S808	2000	FORD	E-250	Van		1FTNE2428YHA38622	139802	DN
S810	2006	FORD	E-250	Van		1FTNE24W66DA97093	495626	ML
S813	2006	FORD	E-250	Van		1FTNE24W86DA97094	495627	ML
S815	2006	FORD	E-250	Van		1FTNE24W16DA97096	495629	ML
S825	2005	FORD	E-250	Van		1FTNE24W65HB22615	196013	DN
S827	2005	FORD	E-250	Van		1FTNE24WX5HB22617	196015	DN
S829	2005	FORD	E-250	Van		1FTNE24W35HB22619	196017	DN
S830	2011	FORD	E350	Utility		1FDSE3FL3BDA26869	520788	ML
S831	2006	FORD	E-250	Van		1FTNE24W46DA97092	495625	ML
S837	2003	FORD	E-250	Van		1FTNE24283HB16941	168733	DN
S838	2007	FORD	E-350	Utility		1FDSE35L47DB13656	500150	ML
S839	2010	FORD	E250	Van		1FTNE2EW9ADA75466	N/A	RBS
S840	2010	FORD	E250	Van		1FTNE2EW5ADA75464	N/A	RBS
S842	2010	FORD	E250	Van		1FTNE2EW3ADA75463	N/A	RBS
S845	2003	FORD	E-250	Van		1FTNE242X3HB16939	168730	DN
S848	2003	FORD	E-250	Van		1FTNE24283HB19970	168764	DN
S849	2010	FORD	E250	Van		1FTNE2EW7ADA75465	N/A	RBS
S852	2010	FORD	E350	Utility		1FDSE3FL1ADA13066	518025	ML
S855	2002	FORD	E-250	Van		1FTNE24222HA95681	163465	DN
S862	2008	FORD	E250	Van		1FTNE24W78DA15326	500425	ML
S863	2008	FORD	E250	Van		1FTNE24W98DA15327	500426	ML
S864	2007	FORD	E350	Utility		1FDSE35L37DA88166	502522	ML
S865	2009	FORD	E-250	Van		1FTNE24W19DA72977	N/A	RBS
S866	2009	FORD	E-350	Van		1FDSE35L29DA72995	N/A	RBS
S867	2009	FORD	E-350	CL Utility		1FDSE35L49DA72996	N/A	RBS
S868	2012	FORD	E350	Utility		1FDSE3FL8CDB29271	535323	MERCH
S869	2012	FORD	E350	Utility		1FDSE3FL8CDB29268	535320	MERCH
S870	2013	FORD	E250	Van		1FTNE2EW9DDA42178	N/A	B OF A
S871	2013	FORD	E250	Van		1FTNE2EW7DDA42177	N/A	B OF A
S872	2013	FORD	E250	Van		1FTNE2EW0DDA68684	N/A	B OF A
S873	2011	FORD	E350	Van		1FTSE3ELXBDA70356	N/A	RBS
S874	2013	FORD	E450	Box		1FDXE4FS1DDA74294	N/A	B OF A
S877	2000	FORD	E-250	Van		1FTNE24L1YHB21169	152280	DN

S881	2010	FORD	E250	VAN	1FTNE2EW1ADA75462	N/A	RBS
S882	2011	FORD	E250	Van	1FTNE2EW0BDA88494	N/A	RBS
S883	2011	FORD	E250	Van	1FTNE2EW2BDA88495	N/A	RBS
S884	2011	FORD	E250	Utility	1FTNE2EW7BDA88492	N/A	RBS
S885	2011	FORD	E250	Van	1FTNE2EW4BDA88496	N/A	RBS
S888	2009	FORD	E350	Van	1FTNE24W89DA76413	N/A	RBS
S891	2014	FORD	E250	VAN	1FTNE2EW4EDA06657		B OF A
M02	2000	MITSUBISHI	FG20-LP	Forklift	AF17A00695	24979766	DeLage
M03	2007	FORD	F250	Pick Up	1FTNF21597EA57644	495594	ML
M09	1987	CHEVY	C30	Utility	1GBJR34M5HJ168316	48590	DN
M11	2012	FORD	F350	PICK UP	1FTBF3B65CEC77325	533698	MERCH
M13	2000	FORD	E250	VAN	1FTNE2427YHB22141	145473	DN
M14	2011	FORD	F150	PICK UP	1FTVX12F8BKD12790	N/A	RBS
XS803	2001	FORD	E250	VAN	1FTNE24201HB18325	153723	DN
XS807	2003	FORD	E-250	VAN	1FTNE24253HB19960	168736	DN
XS809	2003	FORD	E250	VAN	1FTNE24213HB19972	168766	DN
XS816	2001	FORD	E250	VAN	1FTNE24261HB18328	153727	DN
XS822	2003	FORD	E-250	VAN	1FTNE242X3HB19971	168765	DN
XS823	2000	FORD	E250	VAN	1FTNE2425YHB22140	145472	DN
XS826	2005	FORD	E-250	Van	1FTNE24W85HB22616	196014	DN
XS828	2005	FORD	E-250	VAN	1FTNE24W15HB22618	196016	DN
XS834	2003	FORD	E250	VAN	1FTNE24213HB19969	168762	DN
XS836	2003	FORD	E-250	Van	1FTNE24293HB19962	168742	DN
XS841	2003	FORD	E-250	VAN	1FTNE24273HB19961	168738	DN
XS843	2003	FORD	E250	VAN	1FTNE24233HB19964	168750	DN
XS847	2003	FORD	E-250	Van	1FTNE24263HB19966	168759	DN
XS851	2004	FORD	E-250	Van	1FTNE24W84HA06279	184028	DN
<b>Yaphank</b>							
1502	2010	FRGHT	M2	3300A	1FVACYBS6ADAR4296	N/A	RBS
1504	2011	INTHR	4300	2799	1HTMMAAN6BH382127	N/A	RBS
1506	2012	FRGHT	M2	3300	1FVACYBSJCHBL0085	N/A	RBS
1510	2009	FRGHT	M2-112	5000/A	1FVMC5CV99HAF1902	N/A	RBS
1513	2013	FRGHT	M2	3400	1FVACXDT30HFF0618	N/A	RBS
1514	2011	INTER	4400	2800	1HTMKAAN9BH389952	N/A	RBS
1549	2014	FRGHT	M2	3000 S	1FVACYCY8EHFT7159	N/A	KEY
1585	2005	INTHR	7600	5000/A	1HTWYSBTX5J045795	192869	DN
1586	2006	FRGHT	M2-106	3600/A	1FVFCYDC36HW39153	212698	DN
S602	2007	FORD	E350	UTILITY	1FDS35L97DA61151	499640	ML
S603	2003	FORD	E250	VAN	1FTNE24243HB19965	168754	DN
S607	2001	FORD	E250	VAN	1FTNE24231HB34972	154622	DN

S608	2001	FORD	E250	VAN	1FTNE24211HB14784	153635	DN
S609	2001	FORD	E250	VAN	1FTNE24211HB34971	154620	DN
S613	2006	FORD	E250	VAN	1FTNE24W56DA97098	495631	ML
S614	2006	FORD	E250	VAN	1FTNE24W76DA97099	495632	ML
S615	2006	FORD	E250	VAN	1FTNE24W36DA97097	495630	ML
S616	2006	FORD	E250	VAN	1FTNE24WX6DA97100	495633	ML
S617	2006	FORD	E250	VAN	1FTNE24W16DA97101	495634	ML
S618	2008	FORD	E250	VAN	1FTNE24W98DA15330	500429	ML
S619	2008	FORD	E250	VAN	1FTNE24W08DA15328	500427	ML
S620	2008	FORD	E250	VAN	1FTNE24W28DA15329	500428	ML
S621	2008	FORD	F450	UTILITY	1FDXF46R08EC98909	500505	ML
S628	2010	FORD	E250	VAN	1FTNE2EW8ADA75460	N/A	RBS
S630	2010	FORD	E250	VAN	1FTNE2EWXADA72785	N/A	RBS
S633	2003	FORD	E250	VAN	1FTNE24203HB19980	168790	DN
S635	2003	FORD	E250	VAN	1FTNE24243HB19982	168792	DN
S637	2009	FORD	E250	VAN	1FTNE24WX9DA72976	N/A	RBS
S639	2009	FORD	E250	VAN	1FTNE24W89DA72975	N/A	RBS
S640	2003	FORD	E250	VAN	1FTNE24283HB19984	168794	DN
S644	2004	FORD	E350	UTILITY	1FDWE35L4HA98849	188262	DN
S645	2009	FORD	E250	VAN	1FTNE24W69DA72974	N/A	RBS
S646	2009	FORD	E350	UTILITY	1FDSE35L09DA72994	N/A	RBS
S647	2009	FORD	E350	UTILITY	1FDSE35L99DA72993	N/A	RBS
S661	2005	FORD	E250	VAN	1FTNE24W15HB22621	196019	DN
S663	2003	FORD	E250	VAN	1FTNE24273HB19989	168799	DN
S664	2005	FORD	E250	VAN	1FTNE24W35HB22622	196020	DN
S669	2010	FORD	E250	VAN	1FTNE2EW1ADA72786	N/A	RBS
S670	2010	FORD	E250	VAN	1FTNE2EW3ADA72787	N/A	RBS
S671	2010	FORD	E250	VAN	1FTNE2EW5ADA72788	N/A	RBS
S672	2010	FORD	E250	VAN	1FTNE2EWXADA75461	N/A	RBS
S673	2011	FORD	E250	VAN	1FTNE2EW0BDA79312	N/A	RBS
S674	2011	FORD	E250	VAN	1FTNE2EW7BDA79310	N/A	RBS
S675	2011	FORD	E250	VAN	1FTNE2EW0BDA79309	N/A	RBS
S676	2011	FORD	E250	VAN	1FTNE2EW9BDA79308	N/A	RBS
S677	2011	FORD	E250	VAN	1FTNE2EW9BDA79311	N/A	RBS
S678	2011	FORD	E250	VAN	1FTNE2EW2BDA79313	N/A	RBS
S679	2012	FORD	E350	UTILITY	1FDSE3FL6CDB29270	535321	MERCH
S680	2012	FORD	E350	UTILITY	1FDSE3FL6CDB03946	535322	MERCH
S681	2003	FORD	E250	VAN	1FTNE24203HB19963	168745	DN
S682	2013	FORD	E250	VAN	1FTNE2EW3DDA42175	N/A	B OF A
S683	2013	FORD	E250	VAN	1FTNE2EW5DDA42176	N/A	B OF A

	S684	2013	FORD	E250	VAN	1FTNE2EW2DDA68685	N/A	B OF A
	S685	2011	FORD	E250	VAN	1FTNE2EW3BDA79479		
	M50	2014	FORD	F350	UTILITY	1FDRF3H64EEA17020	N/A	RBS
	M56	2000	FORD	E250	VAN	1FTNE2427YHA36215	139703	DN
	M58	2008	FORD	F250	PICKUP	1FTNF21528EC83056	500515	ML
	M59	1999	FORD	E250	VAN	1FTNE2425XHB52771	140466	DN
	M62	2011	FORD	F350	UTILITY	1FDRF3H62BEB59331	N/A	RBS
	M63	2003	FORD	E450	UTILITY	1FDXF46P93EC66547	175274	DN
	M65	2001	FORD	E250	VAN	1FTNE24251HB34973	154623	DN
	M71	2001	FORD	RANGER	PICK-UP	1FTZR15E11TA02346	152279	DN
	XM52	1996	FORD	E250	VAN	1FTJE34Y4THB48777	115535	DN
	XM57	1993	FORD	E350	VAN	1FTJE34H6PHB50312	55202	DN
	XS636	2003	FORD	E250	VAN	1FTBE24263HB19983	168793	DN
	XS642	2003	FORD	E250	VAN	1FTNE24213HB19986	168796	DN
	XS654	2000	FORD	E250	VAN	1FTNE2421YHB22135	145467	DN
	XS659	2003	FORD	E250	VAN	1FTNE24253HB19988	168798	DN
<b>Hoffberger</b>	S6212	2011	FORD	E350	VAN	1FTSE3EL5BDA25440	N/A	RBS
	S6214	2011	FORD	E350	VAN	1FTSE3EL3BDB17467	523988	MERCH
	S6215	2011	FORD	E350	VAN	1FTSE3ELXBDB13206	523987	MERCH
	S6216	2011	FORD	E350	VAN	1FTSE3EL1BDB17466	523989	MERCH
	S6217	2004	FORD	E350	VAN	1FTSE34L14HA93103	187842	DN
	S6218	2013	FORD	E250	VAN	1FTNE2EW2DDA47559		B of A
	S6219	2013	FORD	E250	VAN	1FTNE2EW0DDA47558		B of A
	S6220	2013	FORD	E250	VAN	1FTNE2EW9DDA47557		B of A
	S6222	2006	FORD	E350	VAN	1FTNE34L46DA69663	495148	MERCH
	M6700	2001	FORD	E350	CUT A WAY	1FDWE35L41HA32240	152932	DN
	M6708	2011	TCM	FG30T3	FORKLIFT	2H902007	N/A	RBS
	XS6213	2011	FORD	E350	VAN	1FTSE3EL7BDA40277	N/A	RBS
<b>Hoffman</b>	16669	2003	INTER	7400	3500 A	1HTWCADR33J045130	171565	DN
<b>Trumbull</b>	S6751	2013	FORD	E250	VAN	1FTNE2EW1DDA47553		B OF A
	S6754	2010	FORD	E-350	VAN	1FTSE3EL5ADA30913	201257	FORD MC
	S6755	2008	FORD	E-350	VAN	1FTSE34LX8DA38372	181125	FORD MC
	S6756	2008	FORD	E-350	VAN	1FTSE34L88DA38371	181121	FORD MC
	S6766	2010	FORD	E-350	VAN	1FTSE3E7ADA30914	201258	FORD MC
	S6768	2008	FORD	E-350	VAN	1FTSE34L78DA44887	181202	FORD MC
	S059	1999	FORD	E250	VAN	1FTNE2429YHB77477	139823	DN
	S6772	2011	FORD	E-350	VAN	1FTSE3EL1BOA25435	N/A	RBS
	S6773	2011	FORD	E-350	VAN	1FTSE3EL7BDA67060	N/A	RBS

	S6774	2011	FORD	E350	VAN	1FTSE3EL7BDA81847	523983	MERCH
	S6775	2011	FORD	E350	VAN	1FTSE3EL9BDA81851	523986	MERCH
	S6776	2013	FORD	E250	VAN	1FTNE2EW5DDA47555		B OF A
	XS6771	2011	FORD	E350	VAN	1FTSE3EL2BDA67063	N/A	RBS
<b>Hoffman Danbury</b>	S6701	2010	FORD	E_350	VAN	1FTSE3EL3ADA30912	201255	FORD MC
	S6705	2008	FORD	E-350	VAN	1FTSE34L68DA38370	181124	FORD MC
	S6712	2011	FORD	E-350	VAN	1FTSE3E19BDA67061	N/A	RBS
	S6713	2011	FORD	E-350	VAN	1FTSE3ELXBDA25434	N/A	RBS
	S6714	2011	FORD	E350	VAN	1FTSE3EL9BDA81848	523985	MERCH
	S6715	2011	FORD	E350	VAN	1FTSE3EL0BDA81849	523984	MERCH
	S6716	2012	FORD	F350	utility	1FDRF3H69CEB89847	533084	MERCH
	S6717	2013	FORD	E250	VAN	1FTNE2EW3DDA47554	N/A	B OF A
	S6718	2013	FORD	E250	VAN	1FTNE2EW7DDA47556	N/A	B OF A
<b>Lewis - Plainview</b>	S6900	2011	FORD	E350	VAN	1FTSE3EL3BDA25436	N/A	RBS
	S6901	2011	FORD	E350	VAN	1FTSE3EL5BDA25437	N/A	RBS
	S6903	2013	FORD	E350	VAN	1FTSE3ELXDDA43452		B OF A
	S6904	2013	FORD	E250	VAN	1FTNE2EW0DDA47561		B OF A
	S6905	2013	FORD	E250	VAN	1FTNE2EW9DDA47560		B OF A
<b>Lewis - Hampton Bay</b>	16540	2014	FrghT	M2	3400 A	1FVACYCY2EHFT7139	N/A	KEY
	S6902	2011	FORD	E350	VAN	1FTSE3EL0BDA67062	N/A	RBS
	S6956	2013	FORD	E250	VAN	1FTNE2EW2DDA47562		B OF A
<b>Rye - Rochette</b>	1383	2014	FRGHT	M2 106	2800 A	1FVACYCY0EHFT7138	N/A	KEY
	S290	2008	FORD	ECONO	VAN	1FTSE34LX8DA38369	181123	MO
	S292	2011	FORD	E250	VAN	1FTNE2EW9BDA67059	N/A	RBS
	S294	2011	FORD	E250	VAN	1FTNE2EW4BDA25432	N/A	RBS
	S295	2006	FORD	F450	RACK	1FDXF46Y96EB61424	208081	DN
	M152	2000	FORD	F250	PICK UP	1FDNF21LXYED12250	152036	DN
<b>Skelton</b>	S6051	2011	FORD	E350	VAN	1FTSE3EL7BDA25438	N/A	RBS
	S6054	2010	FORD	E350	VAN	1FTSE3EL1ADA31363	201253	MTR
	S6055	2010	FORD	E350	VAN	1FTSE3EL3ADA31364	201254	MTR
	S6056	2011	FORD	E350	VAN	1FTSE3EL7BDA25439	N/A	RBS
	S6057	2006	FORD	E350	VAN	1FTSE34L86DA69665	459150	MERCH

**Great Falls****Boston**

7	2014	FRGHT	Bobtail	3200		1FVACXDT5EHFX0181	N/A	KEY
1151	2010	FRGHT	M2	5000 A		1FVHC5CVXADAR5179	N/A	RBS
1181	2003	INTL	7600	5000A		1HTWYAXT43J069462	168806	DN
1192	2003	INTL	7600	5000A		1HTWYAXT23J069461	168805	DN
1201	2011	INTL	7400	3300 A		1HTWCAAR6CJ620325	N/A	RBS
1204	2012	INTL	7400	2800 A		1HTWCAAR5CJ620333	N/A	RBS
1206	2012	FORD	F550	1000 A		1FD0F5HT7CEA23211	N/A	RBS
S100	2009	FORD	E250	VAN		1FTNE24W09DA72985	N/A	RBS
S101	2009	FORD	E250	VAN		1FTNE24W49DA72987	N/A	RBS
S102	2009	FORD	E250	VAN		1FTNE24W29DA72986	N/A	RBS
S103	2010	FORD	E250	VAN		1FTNE2EW6ADA75487	N/A	RBS
S104	2010	FORD	E250	VAN		1FTNE2EW2ADA75485	N/A	RBS
S105	2010	FORD	E250	VAN		1FTNE2EW0ADA75484	N/A	RBS
S108	2010	FORD	E250	VAN		1FTNE2EW4ADA75486	N/A	RBS
S109	2010	FORD	E250	VAN		1FTNE2EW9ADA75483	N/A	RBS
S122	2003	FORD	E250	VAN		1FTNE24233HB16927	168689	DN
S125	2003	FORD	E250	VAN		1FTNE24233HB16930	168692	DN
S127	2003	FORD	E250	VAN		1FTNE24273HB16932	168694	DN
S131	2005	FORD	E250	VAN		1FTNE24W85HB22664	196155	DN
S133	2005	FORD	E250	VAN		1FTNE24W15HB22666	196157	DN
S134	2013	FORD	E250	VAN		1FTNE2EW7DDA40395	N/A	B OF A
S135	2013	FORD	E250	VAN		1FTNE2EW8DDA40390	N/A	B OF A
S136	2013	FORD	E250	VAN		1FTNE2EW7DDA40392	N/A	B OF A
S137	2013	FORD	E250	VAN		1FTNE2EW9DDA40396	N/A	B OF A
S138	2013	FORD	E250	VAN		1FTNE2EWXDDA40391	N/A	B OF A
S139	2013	FORD	E250	VAN		1FTNE2EW3DDA40393	N/A	B OF A
S140	2013	FORD	E250	VAN		1FTNE2EW5DDA40394	N/A	B OF A
S150	2012	FORD	F350	UTILITY		1FDRF3H64CEB55671	531770	MERCH
S161	2011	FORD	E250	VAN		1FTNE2EW0BDA79469	N/A	RBS
S162	2011	FORD	E250	VAN		1FTNE2EW5BDA79466	N/A	RBS
S163	2011	FORD	E250	VAN		1FTNE2EW7BDA79470	N/A	RBS
S164	2011	FORD	E250	VAN		1FTNE2EW3BDA79465	N/A	RBS
S165	2011	FORD	E250	VAN		1FTNE2EW9BDA79468	N/A	RBS
S166	2011	FORD	E250	VAN		1FTNE2EW7BDA79467	N/A	RBS
S167	2011	FORD	E250	VAN		1FTNE2EW9BDA79471	N/A	RBS
S168	2011	FORD	E250	VAN		1FTNE2EW1BDA79464	N/A	RBS
S326	2003	FORD	E250	VAN		1FTNE242X3HB16911	168673	DN
S328	2003	FORD	E250	VAN		1FTNE24233HB16913	168675	DN
S331	2003	FORD	E250	VAN		1FTNE24293HB16916	168678	DN



S334	2003	FORD	E250	VAN	1FTNE24243HB16919	168681	DN	
S335	2004	FORD	E250	VAN	1FTNE24W74HB12948	188405	DN	
S343	2009	FORD	E250	VAN	1FTNE24W49DA72990	N/A	RBS	
S344	2009	FORD	E250	VAN	1FTNE24W89DA72989	N/A	RBS	
S345	2009	FORD	E250	VAN	1FTNE24W69DA72988	N/A	RBS	
S375	2005	FORD	E250	VAN	1FTNE24W35HB22667	196158	DN	
S376	2005	FORD	E250	VAN	1FTNE24W55HB22668	196159	DN	
S377	2005	FORD	E250	VAN	1FTNE24W75HB22669	196160	DN	
S380	2003	FORD	E250	VAN	1FTNE24263HB16923	168685	DN	
S381	2003	FORD	E250	VAN	1FTNE24253HB16931	168693	DN	
S389	2000	FORD	E250	VAN	1FTNE2427YHB23788	145412	DN	
S390	2003	FORD	E250	VAN	1FTNE24203HB16934	168696	DN	
M01	2003	FORD	E250	VAN	1FTNE24253HB16914	168676	DN	
M04	2000	FORD	E250	VAN	1FTNE2424YHB23795	145419	DN	
M06	2009	FORD	E350	UTILITY	1FDSE35L69DA72997	N/A	RBS	
M07	2011	FORD	BOX	UTILITY	1FDSE3FLXBDA02214	N/A	RBS	
M08	2011	FORD	F450	VAN	1FDXE4FSOBDA91617	N/A	RBS	
M09	2003	FORD	E35Y	BOX	1FDWE35L43HA26411	167704	DN	
M19	2013	CHEVROLET	3500	RACK	1GB3CZCG7DF126557	534241	MERCH	
M25	1999	FORD	E250	VAN	1FTNE2427XHB81009	139832	DN	
M26	2000	FORD	F250	PICK UP	1FTNF21L4YEC97541	152030	DN	
M31	2005	FORD		CUTVAN	1FDWE35L85HA46468	205308	DN	
XS116	2003	FORD	E250	VAN	1FTNE24223HB16921	168683	DN	
XS117	2003	FORD	E250	VAN	1FTNE24243HB16922	168684	DN	
XS324	2001	FORD	E250	VAN	1FTNE24241HB14813	153700	DN	
XS325	2003	FORD	E250	VAN	1FTNE24283HB16910	168672	DN	
XS333	2003	FORD	E250	VAN	1FTNE24223HB16918	168680	DN	
XS336	2004	FORD	E250	VAN	1FTNE24W54HB12950	188406	DN	
XS378	2005	FORD	E250	VAN	1FTNE24W35HB22670	196161	DN	
XS382	2004	FORD	E250	VAN	1FTNE24221HB18309	153693	DN	
North Haven	1002	2008	FRGHT	M2-106	3400/A	1FVFCYDJ58HZ05497	N/A	RBS
	1004	2009	FRGHT	M2106	3300	1FVACYDJ29HAF2454	N/A	RBS
	1009	2012	INTER'L	7400	3300	1HTWCAAR1CJ620328	N/A	RBS
	1010	2012	INTER'L	7400	3400 A	1HTWCAARXCJ620330	N/A	RBS
	S053	2005	FORD	E250	VAN	1FTNE24WX5HB22598	195978	DN
	S058	2006	FORD	E250	VAN	1FTNE24W76DA97071	495597	ML
	S059	1999	FORD	E250	VAN	1FTNE2429XHB77477	139823	DN
	S062	2008	FORD	E250	VAN	1FTNE24W18DA15273	500331	ML
	S063	2009	FORD	E250	VAN	1FTNE24W39DA72981	N/A	RBS

S064	2006	FORD	E250	VAN	1FTNE24W46DA97075	495601	ML
S066	2013	FORD	E250	VAN	1FTNE2EW4DDA40628		B OF A
S067	2013	FORD	E250	VAN	1FTNE2EW6DDA40629		B OF A
S068	2013	FORD	E250	VAN	1FTNE2EW2DDA40630		B OF A
S070	2000	FORD	E250	VAN	1FTNE2421YHB23799	145423	DN
S071	2010	FORD	E250	VAN	1FTNE2EW5ADA75495	N/A	RBS
S072	2010	FORD	E250	VAN	1FTNE2EW7ADA75496	N/A	RBS
S073	2010	FORD	E250	VAN	1FTNE2EW9ADA75497	N/A	RBS
S074	2010	FORD	E250	VAN	1FTNE2EWXADA75492	N/A	RBS
S075	2011	FORD	E250	VAN	1FTNE2EW8BDA79297	N/A	RBS
S099	2004	FORD	E250	VAN	1FTNE24W74HA03874	179002	DN
M41	2000	FORD	E450	CUBE	1FDXE45S2YHB54929	153171	DN
M45	2011	FORD	F250	PICK UP	1FTBF2B60BEB75486	N/A	RBS
M49	1998	FORD	E350	CUBE	1FDWE37L4WHC04464	140277	DN
XS055	2005	FORD	E250	VAN	1FTNE24W55HB22606	196004	DN
XS056	2006	FORD	E250	VAN	1FTNE24W56DA97070	495596	MERCH
XS061	2001	FORD	E250	VAN	1FTNE24231HB14821	153742	DN
XS086	1999	FORD	E250	VAN	1FTNE2427XHB77476	139822	DN
XS092	2003	FORD	E250	VAN	1FTNE24293HB16883	168631	DN
<b>Norwalk</b>							
1401	2008	FRGHT	M2-106	3200A	1FVACYDJ18HZ05488	N/A	RBS
1404	2010	FRGHT	MS2-106	3300A	1FVACYBS7ADAR4291	N/A	RBS
1405	2010	FRGHT	MS106	3400A	1FVACYBS9ADAR4292	N/A	RBS
1408	2012	INTER	7400	3400 A	1HTWCAAR3CJ620329	N/A	RBS
1412	2013	FRGHT	3499	BOBTAIL	1FVACXDT1DHFH8983	N/A	RBS
1484	2009	FRGHT	M2106	3300	1FVACYDJ69HAF2456	N/A	RBS
1485	2009	FRGHT	M2106	3300	1FVACYDJ49HAF2455	N/A	RBS
S600	2008	FORD	E250	VAN	1FTNE24WX8DA15305	500332	ML
S601	2008	FORD	E250	VAN	1FTNE24WX8DA15272	500330	ML
S602	2006	FORD	E250	VAN	1FTNE24W66DA97076	495602	MERCH
S603	2009	FORD	E250	VAN	1FTNE24W59DA72982	N/A	RBS
S604	2009	FORD	E250	VAN	1FTNE24W79DA72983	N/A	RBS
S605	2009	FORD	E250	VAN	1FTNE24W99DA72984	N/A	RBS
S606	1999	FORD	E250	VAN	1FTNE2425YHB77475	139821	DN
S607	2013	FORD	E250	VAN	1FTNE2EW5DDA40623	N/A	B OF A
S610	2013	FORD	E250	VAN	1FTNE2EW7DDA40624	N/A	B OF A
S611	2013	FORD	E250	VAN	1FTNE2EW9DDA40625	N/A	B OF A
S615	2010	FORD	E250	VAN	1FTNE2EW6ADA75490	N/A	RBS
S616	2010	FORD	E250	VAN	1FTNE2EW8ADA75491	N/A	RBS
S617	2010	FORD	E250	VAN	1FTNE2EW1ADA75493	N/A	RBS

S618	2010	FORD	E250	VAN	1FTNE2EW3ADA75494	N/A	RBS
S619	2011	FORD	E250	VAN	1FTNE2EW6BDA79296	N/A	RBS
S621	2005	FORD	E250	VAN	1FTNE24W15HB22604	196002	DN
S622	2013	FORD	E250	VAN	1FTNE2EW0DDA40626		B OF A
S623	2013	FORD	E250	VAN	1FTNE2EW2DDA40627		B OF A
S624	2005	FORD	E250	VAN	1FTNE24W35HB22605	196003	DN
S653	2003	FORD	E250	VAN	1FTNE24213HB16876	168593	DN
S663	1996	FORD	E350	VAN	1FTJE34H4THB36208	115146	DN
S667	2005	FORD	E250	VAN	1FTNE24W15HB22599	195979	DN
S669	2005	FORD	E250	VAN	1FTNE24WX5HB22603	196001	DN
S671	2006	FORD	E250	VAN	1FTNE24W96DA97072	495598	ML
S694	2000	FORD	E250	VAN	1FTNE2423THB23805	145436	DN
S696	2000	FORD	E250	VAN	1FTNE2425YHB23806	145437	DN
M80	1997	FORD	F350	PICK UP	3FTHF26H6VMA08327	117762	DN
M82	2008	FORD	F150	PICK UP	1FTRX14W68FA57500	500713	ML
M91	2013	FORD	F350	UTILITY	1FDRF3H68DEA76618		B OF A
M92	2013	FORD	F350	UTILITY	1FDRF3H60DEB31398	N/A	RBS
M95	1997	FORD	F250	PICKUP	1FTHF26H7VEC12821	129376	DN
C70	2010	FORD	F150	PICK UP	1FTFX1EV8AFD59935	518029	ML
XM81	1999	FORD	E250	VAN	1FTNE2428ZHB77468	139804	DN
XS608	2000	FORD	E250	VAN	1FTNE2424YHB23781	145388	DN
XS612	2001	FORD	E250	VAN	1FTNE24261HB14815	153736	DN
XS613	2001	FORD	E250	VAN	1FTNE242X1HB14816	153737	DN
XS620	2005	FORD	E250	VAN	1FTNE24W45HA28068	195287	DN
XS630	2003	FORD	E250	VAN	1FTNE24233HB16877	168594	DN
XS641	1996	FORD	E250	VAN	1FTJE34H1THB58022	115140	DN
XS648	2003	FORD	E250	VAN	1FTNE24273HB16879	168596	DN
XS658	2004	FORD	E250	VAN	1FTNE24WX4HA01150	183593	DN
XS674	2006	FORD	E250	VAN	1FTNE24W06DA97073	495599	ML
XS677	2006	FORD	E250	VAN	1FTNE24W26DA97074	495600	ML
XS679	2005	FORD	E250	VAN	1FTNE24W45HA28071	195270	DN
1501	2012	INTER	7400	3400 A	1HTWCAAR1CJ620331	N/A	RBS
1502	2003	INTER	7400	3600/A	1HTWCADR93J069464	168787	DN
1504	2012	INTER	WORKSTAR	3400 A	1HTWCAAR3CJ620332	N/A	RBS
1506	2008	FRGHT	M2-106	3000/A	1FVACYDJ38HZ05489	N/A	RBS
1507	2009	FRGHT	M2-106	3300	1FVACYDJ89HAF2457	N/A	RBS
1509	2014	FRGHT	M2 106	3300 A	1FVACYCY6EHFT7161		B OF A
S790	2013	FORD	E250	VAN	1FTNE2EW2DDA43530		B OF A
S791	2010	FORD	E350	VAN	1FTSE3EL6ADA85290	N/A	RBS

Ryan - G & S

	S792	2011	FORD	E250	VAN	1FTNE2EW6BDA25433	N/A	RBS
	S750	2008	FORD	E250	VAN	1FTNE24W48DA15316	500415	merch
	S751	2008	FORD	E250	VAN	1FTNE24W68DA15317	500416	ML
	S752	2009	FORD	E250	VAN	1FTNE24W69DA70576	N/A	RBS
	S753	2009	FORD	E250	VAN	1FTNE24W49DA70575	N/A	RBS
	S754	2009	FORD	E250	VAN	1FTNE24W89DA70577	N/A	RBS
	S755	2010	FORD	E250	VAN	1FTNE2EW8ADA75488	N/A	RBS
	S756	2010	FORD	E250	VAN	1FTNE2EWXADA75489	N/A	RBS
	S760	2013	FORD	E250	VAN	1FTNE2EWXDDA40536		B OF A
	S761	2013	FORD	E250	VAN	1FTNE2EW8DDA40535		B OF A
	S770	2000	FORD	E250	VAN	1FTNE2422YHB23813	145452	DN
	S773	2001	FORD	E250	VAN	1FTNE24291HB14824	153746	DN
	S779	2003	FORD	E250	VAN	1FTNE24233HB16880	168617	DN
	S781	2005	FORD	E250	VAN	1FTNE24W45HB22600	195994	DN
	M103	2002	FORD	E450	BOX	1FDXE45502HA45618	167365	DN
	M105	2006	FORD	E350	BOX	1FDWE35L76HB19881	497232	ML
	M109	1997	ISUZU	NPR	BOX	JALC4B1K6V7001826	161345	DN
	XS782	2005	FORD	E250	VAN	1FTNE24W65HB22601	195995	DN
<b>Ray</b>	1826	2005	Inter'l	7600	5000	1HTWYSBT25J045791	192871	DN
	1827	2007	Inter'l	Bobtail	2799	1HTMMAAN27H417558	526232	MERCH
	1829	2013	Inter'l	7600	4500 A	1HTGSSJT7DJ298904	N/A	RBS
	1830	2013	Inter'l	7600	4500 A	1HTGSSJTODJ304400	N/A	KEY
	1831	2007	Frght	Bobtail	3499	1FVACXDC97HX41532	N/A	KEY
	S514	2012	Ford	E250	Van	1FTNE2EWXBDA79480	531798	MERCH
	S515	2012	Ford	E250	Van	1FTNE2EW1BDA79481	531799	MERCH
	S516	2012	Ford	E20	Van	1FTNE2EW5BDA79483	531800	MERCH
	S517	2013	DODGE	5500	BOOM	3C7WDNBL3CG326560	N/A	KEY
	S518	2013	DODGE	5500	BOOM	3C7WDNBL2CG326565	N/A	KEY
	S519	2013	FORD	E250	VAN	1FTBE2EL7DDB08233		B OF A
	S520	2013	FORD	E250	VAN	1FTNE2EL9DDB08234		B OF A
	S521	2013	FORD	E250	VAN	1FTNE2EL5DDB08232		B OF A
<b>Kasden - EH</b>	S002	2011	FORD	E250	VAN	1FTNE2EW6BDB10773	523981	MERCH
	S003	2011	FORD	E250	VAN	1FTNE2EW8BDB10774	523982	MERCH
	S004	2013	FORD	E250	VAN	1FTNE2EW8DDA43449		B OF A
	S005	2013	FORD	E250	VAN	1FTNE2EW4DDA43450		B OF A
	S006	2013	FORD	E250	VAN	1FTNE2EW6DDA43451		B OF A
	M142	2011	FORD	E250	BOX	1FFXE4FS5BDA83089	N/A	RBS
	M144	2003	FORD	F450	RACK	1FDXF47S43EB40003	169193	DN

<b>Buckley</b>	1335	2011	INTL	4300	2800S	1HTMMAAN4BH382126	N/A	RBS
	S260	2013	FORD	F350	UTILITY	1FDRF3H65DEA40207	N/A	KEY
	S268	2011	FORD	F350	UTILITY	1FDRF3H61BEC68752	N/A	RBS
	S271	2011	FORD	E250	VAN	1FTNE2EW2BDA82762	N/A	RBS
	S272	2011	FORD	E250	VAN	1FTNE2EW0BDA82761	N/A	RBS
	S273	2013	FORD	E250	VAN	1FTNE2WE4DDA43447		BA
	S274	2013	FORD	E250	VAN	1FTNE2EL1DDA91107		BA
	S275	2013	FORD	E250	VAN	1FTNE2EL1DDA91106		BA
<b>Rhode Island</b>	1306	2011	INTL	4300	2799	1HTMMAAN9BH382123	N/A	RBS
	1314	2003	INTL	7400	3600/A	1HTWCADR73J069463	168802	DN
	1315	2003	INTL	7400	3600/A	1HTWCADR03J069465	168801	DN
	1320	2003	INTL	7600	5000/A	1HTWYAXT03J069460	168807	DN
	1600	2012	INTL	7400	3300 A	1HTWCAAR8CJ620326	N/A	RBS
	1602	2009	FRGHT	MS-112	5000/A	1FVMC5CV69HAG6177	N/A	RBS
	1604	2010	FRGHT	MS-106	3300/A	1FVACYBS5ADAR4290	N/A	RBS
	1605	2014	FRGHT	M2 106	3300 S	1FVACYCY4EEHFT7157	N/A	KEY
	1606	2014	FRGHT	M2 106	3300 S	1FVACYCY6EHFT7158	N/A	KEY
	1708	2003	INTL	7600	5000A	1HTWYAXT23J069458	168803	DN
	1709	2003	INTL	7600	5000A	1HTWYAXT43J069459	168804	DN
	S37	2003	FORD	E250	VAN	1FTNE242X3HB16875	168592	DN
	S803	2008	FORD	E250	VAN	1FTNE24W78DA14385	500403	ML
	S804	2008	FORD	E250	VAN	1FTNE24W98DA14386	500404	ML
	S805	2008	FORD	E250	VAN	1FTNE24W18DA15306	500405	ML
	S814	2008	FORD	E250	VAN	1FTNE24W38DA15307	500406	ML
	S815	2008	FORD	E250	VAN	1FTNE24W98DA15313	500412	ML
	S817	2005	FORD	E250	VAN	1FTNE24W75HB22672	196163	DN
	S818	2005	FORD	E250	VAN	1FTNE24W95HB22673	196164	DN
	S820	2008	FORD	E250	VAN	1FTNE24W08DA15314	500413	ML
	S822	2005	FORD	E250	VAN	1FTNE24W25HB22675	196166	DN
	S823	2013	FORD	E250	VAN	1FTNE2EW0DDA40531	N/A	BA
	S824	2013	FORD	E250	VAN	1FTNE2EW9DDA40527	N/A	BA
	S825	2013	FORD	E250	VAN	1FTNE2EW4DDA40533	N/A	BA
	S826	2013	FORD	E250	VAN	1FTNE2EW7DDA40526	N/A	BA
	S827	2013	FORD	E250	VAN	1FTNE2EW2DDA40532	N/A	BA
	S828	2013	FORD	E250	VAN	1FTNE2EW6DDA40534	N/A	BA
	S831	2005	FORD	E250	VAN	1FTNE24W45HB22676	196167	DN
	S832	2005	FORD	E250	VAN	1FTNE24W65HB22677	196168	DN
	S833	2013	FORD	E250	VAN	1FTNE2EW2DDA40529	N/A	BA
	S834	2013	FORD	E250	VAN	1FTNE2EW0DDA40528	N/A	BA

S835	2013	FORD	E250	VAN	1FTNE2EW9DDA40530	N/A	BA
S838	1999	FORD	E250	VAN	1FTNE2429XHB81027	139926	DN
S839	2010	FORD	E250	VAN	1FTNE2EW5ADA75478	N/A	RBS
S840	2010	FORD	E250	VAN	1FTNE2EW3ADA75480	N/A	RBS
S841	2010	FORD	E250	VAN	1FTNE2EW1ADA75476	N/A	RBS
S843	2010	FORD	E250	VAN	1FTNE2EW5ADA75481	N/A	RBS
S849	2010	FORD	E250	VAN	1FTNE2EW7ADA75479	N/A	RBS
S850	2010	FORD	E250	VAN	1FTNE2EW7ADA75482	N/A	RBS
S852	2001	FORD	E250	VAN	1FTNE24281HB14829	153752	DN
S854	2005	FORD	E250	VAN	1FTNE24W85HB22678	196169	DN
S855	2005	FORD	E250	VAN	1FTNE24WX5HB22679	196170	DN
S872	2001	FORD	E250	VAN	1FTNE24261HB14831	153773	DN
S887	2008	FORD	E250	VAN	1FTNE24W78DA15309	500408	ML
S888	2008	FORD	E250	VAN	1FTNE24W38DA15310	500409	ML
S889	2008	FORD	E250	VAN	1FTNE24W58DA15311	500410	ML
S890	2008	FORD	E250	VAN	1FTNE24W28DA15315	500414	ML
S891	2008	FORD	E250	VAN	1FTNE24W78DA15312	500411	ML
S892	2009	FORD	E350	UTILITY	1FDSE35L79DA72992	N/A	RBS
S893	2009	FORD	E350	UTILITY	1FDSE35L59DA72991	N/A	RBS
S894	2011	FORD	E250	VAN	1FTNE2EW8BDA79476	N/A	RBS
S895	2011	FORD	E250	VAN	1FTNE2EW0BDA79472	N/A	RBS
S896	2011	FORD	E250	VAN	1FTNE2EW4BDA79474	N/A	RBS
S897	2011	FORD	E250	VAN	1FTNE2EW6BDA79475	N/A	RBS
S898	2011	FORD	E250	VAN	1FTNE2EW1BDA79478	N/A	RBS
S899	2011	FORD	E250	VAN	1FTNE2EW2BDA79473	N/A	RBS
S900	2011	FORD	E250	VAN	1FTNE2EWXBDA79477	N/A	RBS
S970	2003	FORD	E250	VAN	1FTNE24263HB16890	168647	DN
S971	2003	FORD	E250	VAN	1FTNE24283HB16891	168648	DN
S978	2003	FORD	E250	VAN	1FTNE24203HB16898	168657	DN
S980	2003	FORD	E250	VAN	1FTNE24253HB16900	168659	DN
S981	2003	FORD	E250	VAN	1FTNE24273HB16901	168660	DN
S985	2003	FORD	E250	VAN	1FTNE24243HB16905	168664	DN
S989	2003	FORD	E250	VAN	1FTNE24213HB16909	168668	DN
S990	2006	FORD	E250	VAN	1FTNE24W86DA97077	495610	ML
S991	2006	FORD	E250	VAN	1FTNE24WX6DA97078	495611	ML
S992	2006	FORD	E250	VAN	1FTNE24W16DA97079	495612	ML
S994	2006	FORD	E250	VAN	1FTNE24WX6DA97081	495614	ML
S997	2006	FORD	E250	VAN	1FTNE24W56DA97084	495617	ML
S998	2006	FORD	E250	VAN	1FTNE24W76DA97085	495618	ML
S999	2006	FORD	E250	VAN	1FTNE24W96DA97086	495619	ML

	M33	2004	FORD	E350	BOX	1FDWE35L74HA98852	188264	DN
	M37	2004	FORD	F250	PICKUP	1FTNF21L94EA54320	183788	DN
	M38	2000	FORD	F350	PICKUP	1FTSF31LOYEC86254	148336	DN
	M39	2009	FORD	F250	PICK UP	1FTNF21569EA90362	N/A	RBS
	M40	2009	FORD	E450	UTILITY	1FDXE45S09DA91192	509033	ML
	M41	2012	FORD	F350	UTILITY	1FDRF3H61CEA83392	526785	ML
	M42	2010	FORD	F150	PICK UP	1FTEX1E81AFD47826	518026	ML
	M43	2005	FORD	E250	VAN	1FTNE24W05HB22674	196165	DN
	M51	2001	FORD	F150	PICKUP	1FTZF17291NA45669	154036	DN
	M52	2002	FORD	F250	UTILITY	1FTNE20L22EC30929	162162	DN
	M55	1999	FORD	E250	VAN	1FTNE2421XHB81023	139922	DN
	XM75	1996	FORD	E350	VAN	1FTJE34Y4THB36192	115103	DN
	XS842	2010	FORD	E250	VAN	1FTNE2EW3ADA75477	N/A	RBS
	XS848	2000	FORD	E250	VAN	1FTNE2429YHB23775	145349	DN
	XS860	2001	FORD	E250	VAN	1FTNE24291HB21059	155861	DN
	XS886	2008	FORD	E250	VAN	1FTNE24W58DA15308	500407	ML
	XS912	1999	FORD	E250	VAN	1FTNE2428XHB81021	139919	DN
	XS949	2001	FORD	E250	VAN	1FTNE24241HB14827	153750	DN
	XS972	2003	FORD	E250	VAN	1FTNE242X3HB16892	168649	DN
	XS975	2003	FORD	E20	VAN	1FTNE24253HB16895	168652	DN
	XS976	2003	FORD	E250	VAN	1FTNE24273HB16896	168654	DN
	XS982	2003	FORD	E250	VAN	1FTBE24293HB16902	168661	DN
	XS983	2003	FORD	E250	VAN	1FTNE24203HB16903	168662	DN
	XS993	2006	FORD	E250	VAN	1FTNE24W86DA97080	495613	ML
	XS995	2006	FORD	E250	VAN	1FTNE24W16DA97082	495615	ML
	XS996	2006	FORD	E250	VAN	1FTNE24W36DA97083	495616	ML
<b>Woods</b>	1554	2012	FRGHT	M2 106	2700	1FVACXDT0CHBL0088	N/A	RBS
	S200	2010	FORD	E350	VAN	1FTSE3EL0ADA85303	N/A	RBS
	S203	2013	FORD	E250	VAN	1FTNE2EW0DDA43445		B OF A
	S204	2013	FORD	E250	VAN	1FTNE2EW2DDA43446		B OF A
	S205	2013	FORD	E250	VAN	1FTNE2EW6DDA43448		B OF A
	S210	2010	FORD	E350	VAN	1FTSE3EL9ADA85302	N/A	RBS
	S215	2011	FORD	E350	VAN	1FTSE3EL6BDA70354	N/A	RBS
<b>Burke</b>	1710	2012	Internat'l	7400	3400 A	1HTWCAAR9CJ620335	N/A	RBS
	1711	2012	FORD	F550	1100 A	1FDUF5HT9CEA23212	N/A	RBS
	1712	2005	Internat'l	4400	Bobtail	1HTMKAAN85HI33242	526233	MERCH
	1714	2008	Freightliner	M2106	3200/A	1FVACYDJ88HZ05505	N/A	RBS
	1720	2006	Freightliner	MB2-106	3600A	1FVFCYDC56HW39638	212701	DN
	1721	2006	Freightliner	MB2-106	3600A	1FVFCYDC76HW39639	212702	DN

1730	2010	Freightliner	MB2-106	3600A	1FVACYBS6ADAR4301	N/A	RBS
1778	2009	Freightliner	M2-106	3300/A	1FVACYDJ29HAF2471	N/A	RBS
1781	2014	Frgh	CA113DC		1FUJGBDV5ELFU3170	N/A	KEY
S500	2012	Ford	F350	UTILITY	1FDRF3H6XCEB69896	533083	MERCH
S501	2005	Ford	E350	Van	1FTSE34L15HB33813	196065	DN
S502	2005	Ford	E350	Van	1FTSE34L35HB33814	196066	DN
S503	2005	Ford	E350	Van	1FTSE34LX5HB33812	196064	DN
S504	2005	Ford	E350	Van	1FTSE34L85HB33811	196063	DN
S505	2005	Ford	E350	Van	1FTSE34L55HB33815	196067	DN
S506	2008	Ford	E350	Van	1FTSE34LX8DA10099	498904	ML
S507	2010	FORD	E350	VAN	1FTSE3EL1ADA85293	N/A	RBS
S508	2010	FORD	E350	Van	1FTSE3ELXADA85292	N/A	RBS
S509	2010	FORD	E350	Van	1FTSE3ELSADA85295	N/A	RBS
S510	2010	FORD	E350	Van	1FTSE3EL3ADA85294	N/A	RBS
S511	2010	FORD	E350	Van	1FTSE3EL8ADA85291	N/A	RBS
S514	2011	FORD	E350	Van	1FTSE3EL9BDA70364	N/A	RBS
S515	2011	FORD	E350	Van	1FTSE3EL7BDA70363	N/A	RBS
S517	2009	Ford	E350	Van	1FTSE34L29DA68144	N/A	RBS
S518	2009	Ford	E350	Van	1FTSE34L89DA69721	N/A	RBS
S519	2009	Ford	E350	Van	1FTSE34L69DA68146	N/A	RBS
S520	2009	Ford	E350	Van	1FTSE34L49DA68145	N/A	RBS
S521	2009	Ford	E350	Van	1FTSE34L09DA68143	N/A	RBS
S522	2009	Ford	E350	Van	1FTSE34L69DA69720	N/A	RBS
S531	2004	FORD	UTIL	UTIL	1FDWF36L44EC48185	187831	DN
S533	2013	FORD	E250	Van	1FTNE2EW3DDA43519		B OF A
S534	2013	FORD	E250	Van	1FTNE2EW3DDA43522		B OF A
S535	2013	FORD	E250	Van	1FTNE2EW5DDA43523		B OF A
S536	2013	FORD	E250	Van	1FTNE2EW1DDA43521		B OF A
S537	2013	FORD	E250	Van	1FTNE2EWXDDA43520		B OF A
S538	2013	FORD	E250	Van	1FTNE2EW7DDA43524		B OF A
S540	2007	Ford	E250	Van	1FTNE24W37DA02653	499831	ML
S559	2008	FORD	E350	Van	1FTSE34L68DA10097	498902	ML
S560	2008	FORD	E350	Van	1FTSE34L88DA10098	498903	ML
S561	2008	FORD	E350	Van	1FTSE34L28DA10100	498905	ML
S582	2004	Ford	E350	Van	1FTSE34L54HA87529	187826	DN
S583	2004	Ford	E350	Van	1FTSE34L14HA87530	187827	DN
S585	2006	Ford	E350	Van	1FTSE34L76DA74033	495131	ML
S587	2006	Ford	E350	Van	1FTSE34L06DA74035	495133	ML
S590	2006	Ford	E350	Van	1FTSE34L66DA74038	495135	ML
M701	2011	TCM	FG30T3	FORKLIFT	2H901999	N/A	RBS



	M702	2006	Ford	F450	Box	1FDXF46YX6EA19681	209490	DN
	M703	2014	Ford	F350	UTILITY	1FDRF3H66EEA17522	N/A	RBS
	M708	2006	Ford	F450	OP UTILITY	1FDWF375X6EB73625	495785	ML
	M709	2006	Ford	F450	OP UTILITY	1FDWF37506EB51097	495704	ML
	M713	2008	FORD	F550	UTILITY	1FDAF57R68EC88041	500452	ML
	M727	2004	Ford	F350	OP UTILITY	1FDSF35L84EC48187	187832	DN
	XS581	2004	Ford	E350	Van	1FTSE34L34HA87528	187829	DN
	XS589	2006	Ford	E350	Van	1FTSE34L46DA74037	495136	ML
<b>Carpenter &amp; Smith</b>	1016	2012	INTL	4400	2800 A	3HAMKAANXDL184573	N/A	KEY
	S217	2009	Ford	E-250	Van	1FTNE24W89DA72958	N/A	RBS
	S219	2010	Ford	E-250	Van	1FTNE2EW9ADA72762	N/A	RBS
	S223	2013	Ford	E250	VAN	1FTNE2EW6DDA42171		B OF A
	S224	2013	Ford	E250	VAN	1FTNE2EW8DDA42172		B OF A
	M372	2010	FORD	F-350	PICK UP	1FTSF3B54AEB09017	509034	ML
	M373	2011	FORD	F450	RACK/CRANE	1FDUF4HY7BEA43091	517369	ML
<b>Region</b>	1500	2008	FRGHT	M2-106	2800S	1FVACYDJ78HZ05494	N/A	RBS
	1502	2008	FRGHT	M2-106	3000A	1FVACYDJ98HZ05495	N/A	RBS
	1549	2006	FREIGHTL	M2	3600A	1FVFCYDC16HW39636	16808	DN
	1550	2006	FREIGHTL	M2	3600A	1FVFCYDC36HW39637	16809	DN
	1551	2006	FREIGHTL	M2	3600A	1FVFCYDC76HW39642	16805	DN
	1553	2012	FREIGHTL	M2	3200	1FVACXDTCHBV7220	N/A	RBS
	S300	2008	FORD	E350	VAN	1FTSE34L58DA10091	498899	ML
	S301	2008	FORD	E350	VAN	1FTSE34L78DA10089	498897	ML
	S302	2008	FORD	E350	VAN	1FTSE34LX8DB33577	257844	DN
	S303	2008	FORD	E350	VAN	1FTSE34L38DA10090	498898	ML
	S304	2008	FORD	E350	VAN	1FSTE34L18DB33578	257845	DN
	S307	2008	FORD	E350	VAN	1FTSE34L88DB33576	257843	DN
	S308	2013	FORD	E350	VAN	1FTSE3EL7DDA43456		B OF A
	S309	2013	FORD	E350	VAN	1FTSE3EL1DDA43453		B OF A
	S310	2013	FORD	E450	UTILITY	1FDXE4FS3DDA43516		B OF A
	S311	2013	FORD	E350	VAN	1FTSE3EL3DDA43454		B OF A
	S312	2013	FORD	E350	VAN	1FTSE3EL5DDA43455		B OF A
	S313	2008	FORD	E350	VAN	1FTSE34L68DB33575	257842	DN
	S319	2009	FORD	E350	VAN	1FTSE34L89DA68147	N/A	RBS
	S320	2010	FORD	E350	VAN	1FTSE3EL8ADA85288	N/A	RBS
	S321	2010	FORD	E350	VAN	1FTSE3ELXADA85289	N/A	RBS
	S325	2011	FORD	E350	VAN	1FTSE3EL3BDA70361	N/A	RBS
	S326	2011	FORD	E350	VAN	1FTSE3EL5BDA70362	N/A	RBS

S334	2003	FORD	E250	VAN	1FTNE24223HB26140	168724	DN
S345	2010	FORD	E350	VAN	1FTSE3EL6ADA85287	N/A	RBS
S349	2004	FORD	E350	VAN	1FTSE34L24HB11057	187791	DN
S350	2004	FORD	E350	VAN	1FTSE34L04HB11056	187790	DN
S351	2004	FORD	E350	VAN	1FTSE34L64HB11059	187793	DN
S352	2004	FORD	E350	VAN	1FTSE34L94HB11055	187789	DN
S380	2005	FORD	E350	VAN	1FTSE34LX5HB33809	196058	DN
S381	2005	FORD	E350	VAN	1FTSE34L65HB33807	196056	DN
S382	2006	FORD	F450	BOX	1FDXF47Y16EA03531	209212	DN
S383	2006	FORD	F450	BOX	1FDXF47Y76EA42009	209213	DN
S385	2006	FORD	F350	UTILITY	1FDWF37Y76EC95417	495783	ML
S386	2006	FORD	E350	VAN	1FTSE34L36DA74031	495129	ML
S387	2006	FORD	E350	VAN	1FTSE34L56DA74032	495130	ML
M201	2005	FORD	F250	PICKUP	1FTNF215X5ED32547	206675	DN
M205	2012	FORD	F350	UTILITY	1FDRF3H6XCEA83536	526784	MERCH
M206	2009	FORD	F450	RACK	1FDAF47Y29EA90365	N/A	RBS
M214	2009	FORD	E450	UTILITY	1FDXE45S29DA73857	N/A	RBS
M215	2009	FORD	E450	UTILITY	1FDXE45S49DA73858	N/A	RBS
M216	2010	FORD	TRANS-CONN	VAN	NMOLS7ANXAT022210	518027	MERCH
M222	2001	FORD	E350	BOX	1FDWE35L51HA32246	152916	DN
1652	2009	FRGHT	M2-106	3300	1FVACYDJ69HAF2473	N/A	RBS
1654	2010	FRGHT	M2-106	3200	1FVACYB58ADAR4302	N/A	RBS
1667	2014	FRGHT	M2-106	3300A	1FVACYCY6EHFL5524	N/A	Wells Fargo
1673	2008	FRGHT	M2-106	4000	1FVHCYDJ48HZ05502	N/A	RBS
S400	2005	FORD	E250	VAN	1FTNE24W95HB22611	196009	DN
S401	2005	FORD	E250	VAN	1FTNE24W45HB22614	196012	DN
S403	2011	FORD	E350	VAN	1FTSE3EL7BDA25441	N/A	RBS
S408	2004	FORD	E350	VAN	1FTSE34L34HB14405	188001	DN
S409	2004	FORD	E350	VAN	1FTSE34L14HB14404	188000	DN
S410	2004	FORD	E350	VAN	1FTSE34LX4HB14403	188002	DN
S412	2008	FORD	E350	VAN	1FTSE34L18DB33581	257840	DN
S414	2011	FORD	E350	VAN	1FTSE3EL4BDA70353	N/A	RBS
S416	2008	FORD	E350	VAN	1FTSE34LX8DB33580	257838	DN
S417	2011	FORD	E350	VAN	1FTSE3EL1BDA70360	N/A	RBS
S420	2013	FORD	E250	VAN	1FTBE2EW8DDA47582		B OF A
S421	2013	FORD	E250	VAN	1FTNE2EWXDDA47583		B OF A
S422	2013	FORD	E250	VAN	1FTNE2EW1DDA47584		B OF A
S432	2008	FORD	E350	VAN	1FTSE34L48DA10101	498911	ML
S433	2008	FORD	E350	VAN	1FTSE34L68DA10102	498912	ML

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S447	2006	FORD	E350	VAN	1FTSE34L56DA74029	495127	ML
S448	2006	FORD	E350	VAN	1FTSE34L16DA74030	495128	ML
M303	2005	FORD	E350	VAN	1FTSE34LX5HB33793	196041	DN
M304	2010	FORD	F250	PICK UP	1FTNF2B50AEB39123	509027	ML
M306	2005	FORD	F550	RACK	1FDAF57P75EA01459	196624	DN
M307	2007	FORD	E350	BOX TRUCK	1FDWE35L67DA20297	499639	ML
M320	2012	FORD	F350	UTILITY	1FDRF3H63CEA83524	526834	MERCH
XS411	2005	FORD	E350	VAN	1FTSE34L85HB33792	196040	DN
XS413	2005	FORD	E350	VAN	1FTSE34L15HB33794	196042	DN
1922	2005	IH	4300	3499 S	1HTMMAAN95H120753	192608	DN
1960	2000	FRTLINER	FL70	2800 A	1FV6HJBAXYHF86743	N/A	PHH
1961	2000	FRTLINER	FL70	2700 A	1FV6HJBA6YHF86741	N/A	PHH
1967	2000	FRTLINER	FL70	3000 A	1FV6JBB6YHG80146	N/A	PHH
1968	2000	FRTLINER	FL70	2800 A	1FV6JBB5YHB94878	N/A	PHH
1969	2001	FRTLINER	FL70	3200 A	1FVABXAK1HH66210	N/A	PHH
1970	2001	FRTLINER	FL70	3000 A	1FVABTAK31HH77931	N/A	PHH
1971	2001	FRTLINER	FL80	4600 A	1FVHBXAK31HH77921	N/A	PHH
1972	2001	FRTLINER	FL70	3000 A	1FVABXAK51HH79655	N/A	PHH
S804	2009	FORD	F150	PICKUP	1FTRX14W19KC15752	N/A	RBS
S806	2009	FORD	E350	VAN	1FTSE34L59DA68154	N/A	RBS
S807	2009	FORD	E350	VAN	1FTSE34L79DA88155	N/A	RBS
S808	2009	FORD	E350	VAN	1FTSE34L99DA68156	N/A	RBS
S809	2009	FORD	E350	VAN	1FTSE34L09DA68157	N/A	RBS
S810	2009	FORD	E350	VAN	1FTSE34L29DA68158	N/A	RBS
S814	2010	FORD	F450	BOX	1FDXE4FS6ADA42338	510619	ML
S815	2010	FORD	F450	BOX	1FDXE4FS8ADA42339	510620	ML
S817	2011	FORD	E350	VAN	1FTSE3EL6BDA82763	N/A	RBS
S819	2010	FORD	E350	VAN	1FTSE3EL3ADA74358	N/A	RBS
S820	2010	FORD	E350	VAN	1FTSE3EL5ADA74359	N/A	RBS
S821	2010	FORD	E350	VAN	1FTSE3EL1ADA74360	N/A	RBS
S822	2010	FORD	E350	VAN	1FTSE3EL3ADA74361	N/A	RBS
S824	2011	FORD	F350	OP UTILITY	1FDRF3H61BEA60516	513107	ML
S825	2011	FORD	E350	VAN	1FTSE3EL8BDA82764	N/A	RBS
S829	2000	FORD	E250	VAN	1FTNE24L9YHB58728	N/A	PHH
S831	2000	FORD	E250	VAN	1FTNE24L7YHB58730	N/A	PHH
S834	2000	FORD	F250	OP UTILITY	1FDNF20L8YEC63745	N/A	PHH
S835	2011	FORD	E350	VAN	1FTSE3ELXBDA82765	N/A	RBS
S840	2007	FORD	F150	PICKUP	1FTRF14W37KB62469	497578	MERCH
S847	2013	FORD	E250	VAN	1FTNE2EW20DA43527		B OF A

S848	2013	FORD	E250	VAN	1FTNE2EW9DDA43525		B OF A	
S849	2013	FORD	E250	VAN	1FTNE2EW0DDA43526		B OF A	
S850	2004	FORD	E350	CUBE	1FDWE35LX4HA95735	189277	DN	
S852	2004	FORD	E350	VAN	1FTSE34L74HB46435	189276	DN	
S854	2007	FORD	F350	OP-UTIL	1FDWF37Y77EA83487	496137	ML	
S857	2007	FORD	E350	CUBE VAN	1FDWE35L67DB07911	499829	ML	
S858	2007	FORD	E350	CUBE VAN	1FDWE35L47DA87688	499827	ML	
S859	2007	FORD	E350	CUBE VAN	1FDWE35L17DA64983	499828	ML	
S869	2011	FORD	F350	OP UTILITY	1FDRF3H62BEB59264	N/A	RBS	
S876	2013	FORD	E450	CUBE VAN	1FDXE4FS0DDA68728		B OF A	
S890	2005	FORD	E350	VAN	1FTSE34L75HB33802	196051	DN	
S894	2005	FORD	E350	VAN	1FTSE34L45HB33806	196055	DN	
S899	2006	FORD	E350	VAN	1FTSE34L66DA69664	495149	ML	
M005	2008	FORD	ESCAPE	SUV	1FMCU93178KA70715	498983	MERCH	
M007	2011	FORD	F150	PICK UP	1FTVX1EF1BKD12789	N/A	RBS	
M041	1987	CHEVY	C30	PCKUP	1GCHV34K4HS180004	48837	DN	
M150	1999	FORD	F450	UTILITY	3FDXF46F3XMA36073	N/A	PHH	
M160	2003	FORD	Explorer	SUV	1FMZU73KX3UA67666	172510	DN	
M165	2003	FORD	EXPDN	SUV	1FMFU18L93LB64879	171941	DN	
M184	2000	FORD	E350	VAN	1FTSE34F1YHA52163	N/A	PHH	
M198	2005	FORD	F350	OP UTILITY	1FDWF37566EA20112	209488	DN	
XS811	2009	FORD	E350	VAN	1FTSE34L49DA68159	N/A	RBS	
XS823	2000	FORD	E350	VAN	1FTSE34L1YHA69051	N/A	PHH	
XS846	2004	FORD	E350	VAN	1FTSE34L84HA93101	187844	DN	
XS853	2006	FORD	E250	VAN	1FTSE34L36DA69668	495153	ML	
XS861	2006	FORD	E350	VAN	1FTSE34LX6DA69666	495151	ML	
XS863	2006	FORD	E350	VAN	1FTSE34L16DA69667	495152	ML	
XS892	2005	FORD	E350	VAN	1FTSE34L05HB33804	196053	DN	
<b>Tullytown</b>	1400	2006	Freightliner	M2-106	3600/A	1FVFCYDC56HW39641	212704	DN
	1402	2012	Freightliner	M2	3300	1FVACYB57CHBL0086	N/A	RBS
	1406	2012	Freightliner	M2	3300	1FVACYBS9CHBL0087	N/A	RBS
	1435	2010	FRGHT	M2	3300A	1FVACYBSXADAR4303	N/A	RBS
	1465	2009	Freightliner	M2106	3300/A	1FVACYDJ49HAF2472	N/A	RBS
	1466	2009	Freightliner	M2106	3300/A	1FVACYDJ89HAF2474	N/A	RBS
	1467	2014	Freightliner	Bobtail	3499	1FVACXDT9EHFL5496	N/A	WF
	S907	2006	Ford	E-350	Van	1FTSE34L96DA69657	495142	ML
	S908	2006	Ford	E-350	Van	1FTSE34L36DA69654	495139	ML
	S909	2006	Ford	E-350	Van	1FTSE34L76DA69656	495141	ML
	S918	2008	Ford	E-350	Van	1FTSE34L28DA10095	498900	ML

S919	2008	Ford	E-350	Van	1FTSE34L48DA10096	498901	ML
S920	2006	Ford	E-350	Van	1FTSE34LX6DA69652	495137	ML
S921	2006	Ford	E-350	Van	1FTSE34L16DA69653	495138	ML
S922	2006	Ford	E-350	Van	1FTSE34L56DA69655	495140	ML
S924	2004	Ford	E-350	Van	1FTSE34LX4HB34747	188455	DN
S925	2004	Ford	E-350	Van	1FTSE34L44HB34744	188452	DN
S926	2004	Ford	E-350	Van	1FTSE34L84HB34746	188454	DN
S927	2004	Ford	E-350	Van	1FTSE34L64HB34745	188453	DN
S928	2004	Ford	E-350	Van	1FTSE34L14HB34748	188456	DN
S929	2004	Ford	E-350	Van	1FTSE34L24HB34743	188451	DN
S930	2005	Ford	E-350	Van	1FTSE34L45HB33787	196035	DN
S931	2005	Ford	E-350	Van	1FTSE34L65HB33788	196036	DN
S932	2005	Ford	E-350	Van	1FTSE34L85HB33789	196037	DN
S933	2005	Ford	E-350	Van	1FTSE34L25HB33786	196034	DN
S935	2005	Ford	E-350	Van	1FTSE34L65HB33791	196039	DN
S940	2010	Ford	E-350	Van	1FTSE3EL7ADA74363	N/A	RBS
S941	2010	Ford	E-350	Van	1FTSE3EL9ADA74364	N/A	RBS
S942	2010	Ford	E-350	Van	1FTSE3EL0ADA74365	N/A	RBS
S943	2012	FORD	F-350	UTILTIY	1FDRF3H63CEB97068	535319	MERCH
S944	2013	Ford	E-250	VAN	1FTBE2EWXDDA47552		B OF A
M565	2005	Ford	E-350	Van	1FTSE34L45HB33790	196038	DN
1301	2012	FORD	F550	1000	1FDUF5HT0CEA23213	N/A	RBS
1304	2009	FRGHT	M2106	3300/A	1FVACYDJX9HAF2475	N/A	RBS
1306	2008	FRGHT	M2-106	3200/A	1FVACYDJ08HZ05496	N/A	RBS
1316	2006	FRGHT	M21-06	3600A	1FVFCYDC36HW39640	212703	DN
S803	2008	FORD	E350	VAN	1FTSE34L78DA10092	498892	ML
S804	2008	FORD	E350	VAN	1FTSE34L98DA10093	498891	ML
S805	2008	FORD	E350	VAN	1FTSE34L08DA10094	498893	ML
S806	2008	FORD	E350	VAN	1FTSE34L18DB28705	257848	DN
S807	2008	FORD	E350	VAN	1FTSE34L38DB28706	257849	DN
S810	2008	FORD	E350	VAN	1FTSE34L28DB33573	257850	DN
S811	2008	FORD	E350	VAN	1FTSE34L48DB33574	257851	DN
S813	2010	FORD	E350	VAN	1FTSE3ELSADA74362	N/A	RBS
S819	2004	FORD	E350	VAN	1FTSE34L94HB31211	188431	DN
S820	2004	FORD	E350	VAN	1FTSE34L94HB31208	188432	DN
S821	2004	FORD	E350	VAN	1FTSE34L04HB31209	188429	DN
S823	2005	FORD	E350	VAN	1FTSE34L95HB33817	196069	DN
S824	2005	FORD	E350	VAN	1FTSE34L05HB33818	196070	DN
S826	2005	FORD	E350	VAN	1FTSE34L95HB33820	196072	DN

Upper Darby

	S827	2006	FORD	E350	VAN	1FTSE34L06DA69661	495146	MERCH
	S831	2013	FORD	E250	VAN	1FTNE2EW8DDA47551		B OF A
	S833	2006	FORD	E350	VAN	1FTSE34L26DA69659	495144	ML
	M512	2004	FORD	E350	VAN	1FTSE34L74HB31210	188430	DN
	M519	2010	FORD	TRANSIT	VAN	NM0LS7AN1AT022208	513105	MERCH
	XS822	2005	FORD	E350	VAN	1FTSE34L75HB33816	196068	DN
	XS825	2005	FORD	E350	VAN	1FTSE34L25HB33819	196071	DN
	XS828	2006	FORD	E350	VAN	1FTSE34L26DA69662	495147	ML
	XS829	2006	FORD	E350	VAN	1FTSE34L06DA69658	495143	MERCH
	XS830	2006	FORD	E350	VAN	1FTSE34L96DA69660	495145	MERCH
<b>Wallace</b>	1615	2009	FRGHT	M2-106	3400	1FVACXDJ99HAE2529	N/A	RBS
	1617	2008	FRGHT	M2-106	3400/A	1FVFCYDJ78HZ05503	N/A	RBS
	S252	2013	FORD	E250	VAN	1FTNE2EW6DDA43529		B OF A
	S253	2013	FORD	E250	VAN	1FTNE2EW4DDA43528		B OF A
	S254	2008	FORD	E350	VAN	1FTSE34L98DA22213	500506	ML
	S255	2011	FORD	F350	UTILITY	1FDRF3H6XBEB43488	N/A	RBS
	S261	2008	FORD	E350	VAN	1FTSE34L38DB33579	257847	DN
	S262	2010	FORD	E350	VAN	1FTSE3ELZADA85285	NA	RBS
	S263	2010	FORD	E350	VAN	1FTSE3EL4ADA85286	NA	RBS
	S269	2006	FORD	E350	VAN	1FTSE34L86DA74039	495212	ML
	S271	2008	FORD	F450	UTILITY	1FDXF47488EC55604	499815	ML
	M352	2005	FORD	F250	PICK UP	1FTNF21575EC84473	206676	DN
	M355	2006	FORD	F450	RACK	1FDXF47P86EA03811	206674	DN
	M359	2004	CHEVY	3500	CUBE	1GBJ314941207767	188280	DN
	XS250	2004	FORD	E350	VAN	1FTSS34L14HB46715	191538	DN
	XS270	2006	FORD	E350	VAN	1FTSE34LX6HA71006	496408	ML
<b>Wantagh</b>	1800	2012	FRGHT	M2	3500 A	1FVACYB3CHBL0084	N/A	RBS
	1801	2014	FRGHT	M2 106	3300 A	1FVACYCY4EHFL5523	N/A	WF
	1822	2008	Frght	M2 106	3500/A	1FVFCYDJ38HZ05501	N/A	RBS
	1886	2010	Freight	Columbia		1FUJFOCY3ADAR5654	N/A	RBS
	1887	2011	Freight	Cascadia		1FUJGBDV7CLBN0669	N/A	RBS
	1889	2010	Freight	Columbia		1FUJF0CV5ADAR5655	N/A	RBS
	S001	2004	Ford	E350	Van	1FTSE34LX4HB11050	187800	DN
	S003	2004	Ford	E350	Van	1FTSE34L34HB11052	187803	DN
	S005	2004	Ford	E350	Van	1FTSE34L74HB11054	187806	DN
	S006	2005	Ford	E350	Van	1FTSE34L95HB33798	196046	DN
	S008	2005	Ford	E350	Van	1FTSE34L55HB33796	196044	DN
	S009	2005	Ford	E350	Van	1FTSE34L35HB33800	196048	DN
	S010	2005	Ford	E350	Van	1FTSE34L35HB33795	196043	DN

S013	2006	Ford	E350	Van	1FTSE34L16DA90034	495208	ML
S016	2011	Ford	E350	Van	1FTSE3EL8BDA70355	N/A	RBS
S017	2011	Ford	E350	Van	1FTSE3EL5BDA70359	N/A	RBS
S023	2013	Ford	E250	Van	1FTNE2EW0DDA47589		B OF A
S024	2013	Ford	E250	Van	1FTNE2EW7DDA47587		B OF A
S025	2013	Ford	E250	Van	1FTNE2EW9DDA47588		B OF A
S026	2009	Ford	E350	Van	1FTSE34L89DA68150	N/A	RBS
S027	2009	Ford	E350	Van	1FTSE34LX9DA68151	N/A	RBS
S028	2009	Ford	E350	Van	1FTSE34L19DA68152	N/A	RBS
S029	2009	Ford	E350	Van	1FTSE34LX9DA69719	N/A	RBS
S031	2011	Ford	E350	Van	1FTSE3EL3BDA70358	N/A	RBS
S039	2011	Ford	E350	Van	1FTSE3EL1BDA70357	N/A	RBS
S041	2006	Ford	E350	Van	1FTSE34L86DA90032	495206	ML
S046	2010	Ford	E350	Van	1FTSE3EL9ADA85297	N/A	RBS
S047	2010	Ford	E350	VAN	1FTSE3EL0ADA85298	N/A	RBS
S048	2011	Ford	TRANS CT	Van	NMOLS7AN7BT048247	525752	MERCH
S049	2011	Ford	TRANS CT	Van	NMOLS7AN8BT050475	525754	MERCH
S050	2008	Ford	E350	Van	1FTSE34L18DA10105	498908	ML
S051	2008	Ford	E350	Van	1FTSE34L58DA10107	498910	ML
S052	2008	Ford	E350	Van	1FTSE34L88DA10103	498906	ML
S053	2008	Ford	E350	Van	1FTSE34L38DA10106	498909	ML
S054	2010	Ford	E350	Van	1FTSE3EL2ADA85299	N/A	RBS
S055	2010	Ford	E350	Van	1FTSE3EL7ADA85301	N/A	RBS
S056	2010	Ford	E350	Van	1FTSE3EL5ADA85300	N/A	RBS
S057	2012	Ford	E350	Van	1FDXE4FS6CDA82129	532764	ML
S084	2006	Ford	E350	Van	1FTSE34LX6DA90033	495207	ML
S085	2006	Ford	E350	Van	1FTSE34L86DA93187	495209	ML
S086	2006	Ford	E350	Van	1FTSE34LX6DA93188	495210	ML
M603	2008	Ford	E350	Van	1FTSE34LX8DA10104	498907	ML
M604	2004	Ford	E350	Van	1FTSE34L54HB11053	187811	DN
M611	2005	FORD	E350	Van	1FTSE34L05HB33799	196047	DN
M615	2009	FORD	F250	PICK UP	1FTNF21589EA90363	N/A	RBS
M620	2006	Ford	Cutaway	Cube	1FDXE45S26DA24928	495465	ML
M621	2010	Ford	E350	Van	1FTSE3EL7ADA85296	N/A	RBS
M625	2006	Ford	Cutaway	Cube	1FDXE45SX6DA35837	495535	ML
XM601	2005	FORD	ESCAPE	4X4	1FMYU93175KE15890	196350	DN

**Arlington - Washington**

1250	2012	FRGHT	M2 106	3300/A	1FVACYBS1CHBL0083	N/A	RBS
1255	2008	FRGHT	M2-106	3000/A	1FVACYDJ58HZ05493	N/A	RBS
1800	2008	FRGHT	M2-106	2400/A	1FVACXDJ88HZ68341	N/A	RBS
1801	2008	FRGHT	M2-106	2600/A	1FVACXDJX8HZ68342	N/A	RBS
1802	2010	FRGHT	M2-106	3300/A	1FVACYBS4ADAR4300	N/A	RBS
1805	2009	FRGHT	M2106	3300/A	1FVACYDJ59HAF2464	N/A	RBS
S601	2009	FORD	E250	VAN	1FTNE24W29DA72969	N/A	RBS
S602	2009	FORD	E250	VAN	1FTNE24W09DA72971	N/A	RBS
S603	2010	FORD	E250	VAN	1FTNE2EW8ADA72767	N/A	RBS
S604	2010	FORD	E250	VAN	1FTNE2EW0ADA72763	N/A	RBS
S624	2005	FORD	E250	VAN	1FTNE24W35HB22636	196075	DN
S625	2005	FORD	E250	VAN	1FTNE24W95HB22639	196078	DN
S500	2008	FORD	E250	VAN	1FTNE24W68DA15334	500433	ML
S501	2008	FORD	E250	VAN	1FTNE24W88DA15335	500434	ML
S503	2008	FORD	E250	VAN	1FTNE24WX8DA15336	500435	ML
S504	2008	FORD	E250	VAN	1FTNE24W48DA15333	500432	ML
S505	2008	FORD	E250	VAN	1FTNE24W38DA15341	500440	ML
S506	2009	FORD	E250	VAN	1FTNE24WX9DA70578	N/A	RBS
S507	2009	FORD	E250	VAN	1FTNE24W19DA70579	N/A	RBS
S508	2011	FORD	E250	VAN	1FTNE2EW0BDA79326	N/A	RBS
S509	2011	FORD	E250	VAN	1FTNE2EW2BDA79327	N/A	RBS
S543	2005	FORD	E250	VAN	1FTNE24W55HB22640	196079	DN
S545	2006	FORD	E250	VAN	1FTNE24W56DA97117	495643	ML
M41	2007	FORD	F250	PICK UP	1FTNF21577EA57643	495919	ML
XM43	2000	FORD	E250	VAN	1FTNE2420YHB22076	145352	DN
XS625	2005	FORD	E250	VAN	1FTNE24W95HB22639	196078	DN
XS626	2005	FORD	E250	VAN	1FTNE24W76HA60840	20555	DN
XS627	2006	FORD	E250	VAN	1FTNE24W96DA97119	495645	ML
XS501	2008	FORD	E250	VAN	1FTNE24W88DA15335	500434	MERCH
XS502	2008	FORD	E250	VAN	1FTNE24W18DA15337	500436	MERCH
XS541	2005	FORD	E250	VAN	1FTNE24W05HB22643	196082	DN

**Baltimore**

1701	2013	FRGHT	M2106	3400/S	1FVACXDTXDHFH8982	N/A	KEY
1704	2008	FRGHT	M2106	3000/A	1FVACYDJ18HZ05491	N/A	RBS
1705	2008	FRGHT	M2106	3400/2	1FVFCYDJ18HZ05500	N/A	RBS
1709	2009	FRGHT	M2106	3300/A	1FVACYDJ39HAF2463	N/A	RBS
1717	2010	FRGHT	M2-106	3400A	1FVACYBSXADAR4298	N/A	RBS
1718	2010	FRGHT	M2-106	3300A	1FVACYBS1ADAR4299	N/A	RBS
1722	2011	INTL	4300	3499/S	1HTMMAAN2BH382125	N/A	RBS
1725	2012	FRGHT	M2 106	3300 A	1FVACYBS8CHBL0081	N/A	RBS
1726	2012	FRGHT	M2 106	3300 A	1FVACYBSXCHBL0082	N/A	RBS
1727	2014	FRGHT	M2	3300 A	1FVACYC2EHFL5505	N/A	WF
1728	2014	FRGHT	M2	3300 A	1FVACYC2EHFL5506	N/A	WF



1784	2006	FRGHT	M2106	3600/A*1	1FVFCYDCX6HW39151	212696	DN
S400	2012	FORD	F350	UTILITY	1FDRF3H62CEA83529	526786	MERCH
S401	2009	FORD	E250	VAN	1FTNE24W99DA72970	N/A	RBS
S402	2009	FORD	E250	VAN	1FTNE24W09DA72968	N/A	RBS
S403	2010	FORD	E250	VAN	1FTNE2EW4ADA72765	N/A	RBS
S404	2010	FORD	E250	VAN	1FTNE2EW2ADA72764	N/A	RBS
S409	2010	FORD	E250	VAN	1FTNE2EW6ADA72766	N/A	RBS
S410	2002	FORD	E250	VAN	1FTNE24282HB24522	163926	DN
S412	2004	FORD	F350	OP UTILITY	1FDSF35L34EC37050	187846	DN
S414	2008	FORD	E250	VAN	1FTNE24W38DA15338	500437	ML
S415	2008	FORD	E250	VAN	1FTNE24W58DA15342	500441	ML
S416	2008	FORD	E250	VAN	1FTNE24W18DA15340	500439	ML
S418	2008	FORD	E250	VAN	1FTNE24W58DA15339	500438	ML
S419	2008	FORD	E250	VAN	1FTNE24W78DA15343	500442	ML
S420	2011	FORD	E250	VAN	1FTNE2EW1BDA79321	N/A	RBS
S421	2011	FORD	E250	VAN	1FTNE2EW9BDA79325	N/A	RBS
S422	2011	FORD	E250	VAN	1FTNE2EWXBDA79320	N/A	RBS
S423	2011	FORD	E250	VAN	1FTNE2EW3BDA79322	N/A	RBS
S424	2011	FORD	E250	VAN	1FTNE2EW5BDA79323	N/A	RBS
S425	2011	FORD	E250	VAN	1FTNE2EW7BDA79324	N/A	RBS
S426	2013	FORD	E250	VAN	1FTNE2EW5DDA40542		B OF A
S427	2013	FORD	E250	VAN	1FTNE2EW3DDA40541		B OF A
S428	2013	FORD	E250	VAN	1FTNE2EW7DDA40543		B OF A
S462	2003	FORD	E250	VAN	1FTNE24253HB26116	168643	DN
S468	2004	FORD	E250	VAN	1FTNE24W74HB12951	188403	DN
S478	2005	FORD	E250	VAN	1FTNE24W55HB22637	196076	DN
S480	2005	FORD	E250	VAN	1FTNE24W95HB22642	196081	DN
M166	2009	FORD	F250	4X4	1FTNF215X9EA90364	N/A	RBS
M167	2013	FORD	E450	UTILITY	1FDXE4FS3DDA47128		B OF A
M168	2009	FORD	E450	CUTAWAY	1FDXE45S49DA72998	N/A	RBS
M169	2011	FORD	E450	UTILITY	1FDXE4FS9BDA91616	N/A	RBS
M170	2006	FORD	E350	CUTAWAY	1FDWE35L56HB19880	496284	ML
M172	1995	FORD	F250	UTILITY	1FTHF26H3SLA07570	100247	DN
M174	2004	FORD	F350	PICK UP	1FTSF31P54EB58685	178036	DN
M179	2009	NISSAN	FG25	FORKLIFT	AZK901211	N/A	RBS
M186	2008	FORD	E450	UTIL	1FDXE45S48DA14422	499826	ML
M188	2004	FORD	E350	CUTAWAY	1FDWE35L54HA98851	188263	DN
M196	2000	FORD	E250	VAN	1FTNE242XYHB22103	145405	DN
XM171	2001	FORD	E250	VAN	1FTNE24201HB14808	153690	DN
XM176	2001	FORD	E450	CUTAWAY	1FDXE45F91HA43366	157530	DN

	XM177	2002	FORD	E450	CUTAWAY	1FDXE45F92HB11103	167243	DN
	XM182	1997	FORD	F350	UTILITY	1FDKF37H4VEA03767	120706	DN
	XS464	2003	FORD	E250	VAN	1FTNE242X3HB26113	168637	DN
	XS476	2005	FORD	E250	VAN	1FTNE24W15HB22635	196074	DN
	XS479	2005	FORD	E250	VAN	1FTNE24W25HB22644	196083	DN
<b>Kenvil</b>	1325	2009	FRGHT	M2106	3300/A	1FVACYDJX9HAF2461	N/A	RBS
	1328	2010	FRGHT	M21	3300A	1FVACYBS8ADAR4297	N/A	RBS
	1329	2010	FRGHT	M21	5000/A	1FVHC5CVXADAR5182	N/A	RBS
	1331	2012	FRGHT	M2	3300/A	1FYACYBS2CHBL0075	N/A	RBS
	1332	2014	FRGHT	M21	3499/A	1FVACXDT7EHFL5495	N/A	WFE
	S005	2009	FORD	E250	VAN	1FTNE24W99DA72967	N/A	RBS
	S006	2009	FORD	E250	VAN	1FTNE24W19DA72963	N/A	RBS
	S007	2009	FORD	E250	VAN	1FTNE24W59DA72965	N/A	RBS
	S011	2005	FORD	E250	VAN	1FTNE24W45HB22659	196102	DN
	S012	2005	FORD	E250	VAN	1FTNE24W05HB22660	196103	DN
	S014	2010	FORD	E250	VAN	1FTNE2EWOADA72777	N/A	RBS
	S015	2010	FORD	E250	VAN	1FTNE2EWOADA72780	N/A	RBS
	S016	2011	FORD	E250	VAN	1FTNE2EW4BDA79314	N/A	RBS
	S018	2013	FORD	E250	VAN	1FTNE2EW4DDA42122		BOFA
	S019	2013	FORD	E250	VAN	1FTNE2EW2DDA40546		BOFA
	S095	2006	FORD	E250	VAN	1FTNE24W86DA97113	495639	ML
	S096	2006	FORD	E250	VAN	1FTNE24WX6DA97114	495640	ML
	S097	2006	FORD	E250	VAN	1FTNE24W26DA97110	495636	ML
	S098	2006	FORD	E250	VAN	1FTNE24W46DA97111	495637	ML
	M72	2013	FORD	F350	UTILITY	1FDRF3H6XDEA52319		BOFA
	M74	2007	FORD	F250	PICKUP	1FTNF21557EA57642	495918	ML
	M78	2000	FORD	E250	VAN	1FTNE2428YHB22116	145447	DN
	M80	2011	TCM	FG30T3	FORKLIFT	2H902006	N/A	RBS
	M81	2012	FORD	F450	UTILITY	1FDUF4HT2CEA08528	525753	ML
	XS009	2008	FORD	E250	VAN	1FTNE24W08DA15345	500444	ML
	XS013	2005	FORD	E250	VAN	1FTNE24W25HB22661	196104	DN
	XS024	2008	FORD	E250	VAN	1FTNE24W98DA15344	500443	ML
<b>Lakewood</b>	1451	2008	FRGHT	M-2106	3000/A	1FVACYDJ38HZ05492	N/A	RBS
	1453	2009	FRGHT	M2106	3300/A	1FVACYDJ19HAF2462	N/A	RBS
	1454	2012	FRGHT	M 106	3300 A	1FYACYBS4CHBL0076	N/A	RBS
	1458	2013	FRGHT	M2 106	3300 S	1FUACYCY4EHFT7160	N/A	KEY
	S150	1995	FORD	F350	UTILITY	1FDJF37H8SNA59461	102562	DN
	S151	2002	FORD	E-250	VAN	1FTNE242X2HB24487	163297	DN
	S161	2010	FORD	E-250	VAN	1FTNE2EW4ADA72779	N/A	RBS

S162	2010	FORD	E-250	VAN	1FTNE2EW2ADA72781	N/A	RBS
S163	2010	FORD	E-250	VAN	1FTNE2EW9ADA72776	N/A	RBS
S164	2011	FORD	E-250	VAN	1FTNE2EW6BDA79315	N/A	RBS
S165	2011	FORD	E-250	VAN	1FTNE2EW3BDA79319	N/A	RBS
S166	2011	FORD	E-250	VAN	1FTNE2EWXBDA79317	N/A	RBS
S184	2002	FORD	E-250	VAN	1FTNE24292HB60896	165070	DN
S188	2003	FORD	E-250	VAN	1FTNE24223HB26106	168624	DN
S189	2003	FORD	E-250	VAN	1FTNE24243HB26107	168626	DN
S192	2005	FORD	E-250	VAN	1FTNE24W05HB22657	196099	DN
S196	2006	FORD	E-250	VAN	1FTNE24W26DA97124	495650	ML
S197	2006	FORD	E-250	VAN	1FTNE24W46DA97125	495651	ML
M93	2004	FORD	F-250	PICKUP	1FTNF21L64EA64027	178733	DN
M96	2003	FORD	F350	PICKUP	1FTSF31L03EA11671	165064	DN
M97	2000	FORD	E-250	VAN	1FTNE2425YHA36231	139727	DN
M98	2000	FORD	E-450	CUBE	1FDXE45S4YHB88984	153172	DN
M99	2001	FORD	E-450	CUBE	1FDXE45S21HB42608	155858	DN
XS172	2000	FORD	E-250	VAN	1FTNE2427YHA36229	139720	DN
XS173	2000	FORD	E250	VAN	1FTNE2423YHA36230	139722	DN
XS177	2000	FORD	E-250	VAN	1FTNE2422YHB22113	145439	DN
XS178	2000	FORD	E250	VAN	1FTNE2424YHB22114	145440	DN
XS186	2003	FORD	E-250	VAN	1FTNE24293HB26104	168622	DN
XS190	2003	FORD	E250	VAN	1FTNE24263HB26108	168627	DN
1455	2013	FRGHT	M2106	Bobtail	1FVACXDT3EHFN6084	N/A	RBS
1111	2006	FRGHT	M21	3600/A	1FVFCYDC86HW39147	212692	DN
1112	2012	INTER	7400	3300/A	1HTWCAAR0CJ624709	N/A	RBS
1113	2013	FRGHT	M2160	3300/A	3ALACYBS2DDFE0491	N/A	KEY
1114	2013	FRGHT	M2160	3300/A	3ALACYBS4DDFE0492	N/A	KEY
S902	2001	FORD	E250	VAN	1FTNE24231HB14799	153656	DN
S904	2013	FORD	E250	VAN	1FTNE2EW4DDA40547		BOFA
S905	2013	FORD	E250	VAN	1FTNE2EW9DDA40544		BOFA
S906	2013	FORD	E250	VAN	1FTNE2EW0DDA40545		BOFA
S910	2002	FORD	E250	VAN	1FTNE24252HB60880	164905	DN
S911	2002	FORD	E250	VAN	1FTNE24282HB60890	164903	DN
S916	2003	FORD	E250	VAN	1FTNE24293HB26121	168703	DN
S917	2010	FORD	E250	VAN	1FTNE2EW4ADA72782	N/A	RBS
S918	2003	FORD	E250	VAN	1FTNE24223HB26123	168705	DN
S920	2003	FORD	E250	VAN	1FTNE24263HB26125	168707	DN
S922	2003	FORD	E250	VAN	1FTNE242X3HB26127	168709	DN
S927	2006	FORD	E250	VAN	1FTNE24W66DA97109	495635	ML

**South Plainfield**

S931	2008	FORD	E250	VAN	1FTNE24W28DA15332	500431	ML
S932	2008	FORD	E250	VAN	1FTNE24W08DA15331	500430	ML
S933	2009	FORD	E250	VAN	1FTNE24W69DA72960	N/A	RBS
S934	2009	FORD	E250	VAN	1FTNE24W39DA72964	N/A	RBS
S935	2009	FORD	E250	VAN	1FTNE24WX9DA72962	N/A	RBS
S936	2009	FORD	E250	VAN	1FTNE24W79DA72966	N/A	RBS
S937	2009	FORD	E250	VAN	1FTNE24WX9DA72959	N/A	RBS
S938	2009	FORD	E250	VAN	1FTNE24W89DA72961	N/A	RBS
S939	2010	FORD	E250	VAN	1FTNE2EW8ADA72784	N/A	RBS
S940	2010	FORD	E250	VAN	1FTNE2EW8ADA72783	N/A	RBS
S941	2010	FORD	E250	VAN	1FTNE2EW2ADA72778	N/A	RBS
S943	2005	FORD	E250	VAN	1FTNE24W05HB22626	196024	DN
S947	2005	FORD	E250	VAN	1FTNE24W25HB22630	196028	DN
S948	2005	FORD	E250	VAN	1FTNE24W85HB22633	196031	DN
S950	2011	FORD	E250	VAN	1FTNE2EW8BDA79316	N/A	RBS
S951	2011	FORD	E250	VAN	1FTNE2EW1BDA79318	N/A	RBS
S952	2006	FORD	E-250	VAN	1FTNE24W06DA97123	495649	ML
S970	2005	FORD	E250	VAN	1FTNE24W95HB22625	196023	DN
S973	2005	FORD	E250	VAN	1FTNE24W65HB22632	196030	DN
S975	2005	FORD	E250	VAN	1FTNE24W45HB22628	196026	DN
S978	2005	FORD	E250	VAN	1FTNE24W25HB22627	196025	DN
S983	2003	FORD	E250	VAN	1FTNE24253HB99941	184686	DN
M52	2008	FORD	E450	UTIL	1FDXE45S68DA14423	499814	ML
M53	1995	FORD	E350	VAN	1FTJE34Y5SHB94133	107999	DN
M56	2011	FORD	F350	UTILTIY	1FDRF3H67BEC64169	N/A	RBS
M57	2010	FORD	F450	RACK	1FDAF4HY6AEB05114	509029	ML
M59	2000	FORD	E250	VAN	1FTNE2425YHB22106	145425	DN
M62	2002	FORD	F450	UTILITY	1FDXF46F22EC65357	163703	DN
M63	2002	FORD	F450	UTILITY	1FDXF46F02EC51389	163704	DN
M64	2000	FORD	E250	VAN	1FTNE2429YHB22111	145430	DN
M66	2001	FORD	E250	VAN	1FTNE24211HB14798	153654	DN
X1108P	1977	WHITE	ROAD EXP	3400A	3ARDSSL009497	19464	DN
XM55	2003	FORD	E250	VAN	1FTNE24213HB26128	168710	DN
XM65	2003	FORD	F350	UTILITY	1FDWF37P43ED02939	172643	DN
XS903	2001	FORD	E250	VAN	1FTNE24261HB14800	153657	DN
XS908	2001	FORD	E250	VAN	1FTNE24251HB14805	153662	DN
XS912	2003	FORD	E250	VAN	1FTNE24273HB26117	168698	DN
XS913	2003	FORD	E250	VAN	1FTNE24293HB26118	168699	DN
XS915	2003	FORD	E250	VAN	1FTNE24273HB26120	168702	DN
XS919	2003	FORD	E250	VAN	1FTNE24243HB26124	168706	DN

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XS924	2003	FORD	E250	VAN	1FTNE24233HB26129	168711	DN
XS925	2003	FORD	E250	VAN	1FTNE242X3HB26130	168712	DN
XS944	2005	FORD	E250	VAN	1FTNE24W45HB22631	196029	DN
XS980	2003	FORD	E250	VAN	1FTNE24263HB91475	184685	DN
XS981	2003	FORD	E250	VAN	1FTNE24273HC06839	184687	DN
XS998	2001	FORD	E250	VAN	1FTNE24281HB14796	153662	DN
XS999	2001	FORD	E250	VAN	1FTNE242X1HB14797	153653	DN
1603	2006	FRGHT	M2106	3600/A	1FVFCYDC16HW39152	212697	DN
1606	2005	INTL	4300	2799	1HTMMAAN5H0680421	526234	ML
1651	2012	FRGHT	M2106	3300/A	1FVACYBS6CHBL0080	N/A	RBS
1652	2008	FRGHT	M2106	3000A	1FVACYDJX8HZ05490	N/A	RBS
1655	2003	INTL	7400/4X2	3350/A	1HTWCADR73J045129	172277	DN
S302	2003	FORD	E250	VAN	1FTNE24263HB26139	168723	DN
S306	2005	FORD	E250	VAN	1FTNE24W45HB22662	196105	DN
S308	2005	FORD	E250	VAN	1FTNE24W65HB22680	196090	DN
S309	2011	FORD	E250	VAN	1FTNE2EW3BDA88585	N/A	RBS
S310	2011	FORD	E250	VAN	1FTNE2EWXBDA88583	N/A	RBS
S311	2012	FORD	F350	TRUCK	1FDRF3H67CEB46169	531771	ML
S312	2013	FORD	E250	VAN	1FTNE2EW5DDA40539		B OF A
S313	2002	FORD	E250	VAN	1FTNE24292HB24464	163925	DN
S314	2000	FORD	E250	VAN	1FTNE2428YHA38636	139900	DN
S350	2011	FORD	E250	VAN	1FTNE2EW8BDA88582	N/A	RBS
S351	2005	FORD	E250	VAN	1FTNE24W25HB22658	196101	DN
S354	2013	FORD	E250	VAN	1FTNE2E11DDA40540		B OF A
S365	2003	FORD	E250	VAN	1FTNE24203HB26136	168720	DN
S375	2003	FORD	E250	VAN	1FTNE24233HB26132	168715	DN
S381	2003	FORD	E250	VAN	1FTNE24273HB26134	168718	DN
S394	1999	FORD	E250	VAN	1FTNE2427XHA48864	140772	DN
M144	2003	FORD	E450	VAN/BOX	1FDXE45F43HA02663	169237	DN
M146	2007	FORD	F250	PICKUP	1FTNF21527EA57646	495593	ML
M149	2001	FORD	E250	VAN	1FTNE24281HB32408	156637	DN
M150	2002	FORD	E250	VAN	1FTBE24292HA05927	159102	DN
M153	1993	FORD	F250	PICK UP	1FTHF26H4PLA85248	55181	DN
M155	2011	FORD	F250	PICKUP	1FTBF2B62BEB75487	N/A	RBS
M157	2002	FORD	E450	BOX	1FDXE45S42HA04943	159866	DN
XM1330	1988	FORD	E350	VAN	1FTJE34H6JHC20432	48970	DN
XS300	2000	FORD	E250	VAN	1FTNE2422YHA38633	139897	DN
XS301	2000	FORD	E250	VAN	1FTNE2429YHA38631	139895	DN
XS305	2002	FORD	E250	VAN	1FTNE24252HB12585	163428	DN

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XS307	2005	FORD	E250	VAN	1FTNE24W65HB22663	196106	DN
XS335	1994	FORD	E250	VAN	1FTJE34H0RHB84619	68884	DN
XS346	2003	FORD	E250	VAN	1FTNE24213HB26081	168597	DN
XS347	2003	FORD	E250	VAN	1FTNE24233HB26082	168598	DN
XM159	1995	FORD	E350	VAN	1FTJE34H8SHB94126	107991	DN
XS353	2003	FORD	E250	VAN	1FTNE24293HB26135	168719	DN
XS361	2003	FORD	E250	VAN	1FTNE24243HB26138	168722	DN
XS363	2003	FORD	E250	VAN	1FTNE24253HB26133	168716	DN
XS367	2003	FORD	E250	VAN	1FTNE24223HB26137	168721	DN
XS396	2000	FORD	E250	VAN	1FTBE2424YHA38634	139898	DN
1553	2012	FREIGHTLINER	M2106	3300/A	1FVACYBSXCHBL0079	N/A	RBS
1584	2006	FREIGHTLINER	M2	3600 / A	1FVFCYDCX6HW39148	212693	DN
1585	2006	FREIGHTLINER	M2	3600 / A	1FVFCYDC16HW39149	212694	DN
1586	2006	FREIGHTLINER	M2	3600 / A	1FVFCYDC86HW39150	212695	DN
			7600 SBA				
1591	2010	INTERNATIONAL	6X4		1HSWYSJT4AJ273307	N/A	RBS
S251	2008	FORD	E250	VAN	1FTNE24W38DA15324	500423	ML
S252	2011	FORD	E250	VAN	1FTNE2EW7BDA88587	N/A	RBS
S253	2011	FORD	E250	VAN	1FTNE2EW1BDA88584	N/A	RBS
S254	2011	FORD	E250	VAN	1FTNE2EW5BDA88586	N/A	RBS
S256	2010	FORD	E250	VAN	1FTNE2EW1ADA72772	N/A	RBS
S257	2010	FORD	E250	VAN	1FTNE2EWXADA72768	N/A	RBS
S258	2010	FORD	E250	VAN	1FTNE2EWXADA72771	N/A	RBS
S259	2010	FORD	E250	VAN	1FTNE2EW1ADA72769	N/A	RBS
S260	2010	FORD	E250	VAN	1FTNE2EW8ADA72770	N/A	RBS
S262	1998	FORD	E350	CUBE	1FDWE37L7WHCO5575	140276	DN
S273	2000	FORD	E250	VAN	1FTNE2424YHA38651	140073	DN
S274	2000	FORD	E250	VAN	1FTNE2426YHA38652	140074	DN
S275	2000	FORD	E250	VAN	1FTNE2428YHA38653	140075	DN
S283	2000	FORD	E250	VAN	1FTNE2425YHA38657	140079	DN
S290	2000	FORD	E250	VAN	1FTNE2427YHA38658	140080	DN
S291	2001	FORD	E450	CUBE	1FDXE45S01HA10477	153170	DN
S292	2001	FORD	E450	CUBE	1FDXE45S91HA10476	153175	DN
S293	2013	FORD	E250	VAN	1FTNENEW1DDA40537		B OF A
S294	2013	FORD	E250	VAN	1FTNE2EW3DDA40538		B OF A
S721	2003	FORD	E250	VAN	1FTNE24293HB26085	168601	DN
S723	2003	FORD	E250	VAN	1FTNE24223HB26087	168603	DN
S724	2003	FORD	E250	VAN	1FTNE24243HB26088	168604	DN
S726	2003	FORD	E250	VAN	1FTNE24223HB26090	168606	DN

S728	2005	FORD	E250	VAN	1FTNE24W45HB22645	196085	DN
S729	2005	FORD	E250	VAN	1FTNE24W65HB22646	196086	DN
S730	2005	FORD	E250	VAN	1FTNE24W85HB22647	196087	DN
S732	2005	FORD	E250	VAN	1FTNE24W15HB22649	196089	DN
S733	2005	FORD	E250	VAN	1FTNE24W85HB22650	196091	DN
M117	1995	FORD	E-350	VAN	1FTJE34Y4SHB94172	108097	DN
M119	2009	FORD	F-550	DUMP	1FDAF57R39EA93435	N/A	RBS
M139	2004	FORD	F-250	PICKUP	1FTNF21L04EB58680	177909	DN
M142	2002	FORD	E-450	UTILITY	1FDXE45S72HA50511	162716	DN
X1552	1989	FORD	C8000	3400 A	1FDY80U6KVA07338	168719	DN
XS255	2000	FORD	E250	VAN	1FTNR242XYHB22120	145451	DN
XS263	2000	FORD	E250	VAN	1FTNE2426YHA38649	140071	DN
XS266	2000	FORD	E250	VAN	1FTNE2422YHA38650	140072	DN
XS267	2000	FORD	E250	VAN	1FTNE2421YHA38655	140077	DN
XS276	2000	FORD	E250	VAN	1FTNE242XYHA38654	140076	DN
XS284	2000	FORD	E250	VAN	1FTNE2421YHB22118	145449	DN
XS296	2000	FORD	E250	VAN	1FTNE242XYHB22117	145448	DN
XS719	2003	FORD	E250	VAN	1FTNE24253HB26083	168599	DN
XS720	2003	FORD	E250	VAN	1FTNE24273HB26084	168600	DN
XS722	2003	FORD	E250	VAN	1FTNE24203HB26086	168602	DN
XS725	2003	FORD	E250	VAN	1FTNE24263HB26089	168605	DN
XS731	2005	FORD	E250	VAN	1FTNE24WX5HB22648	196088	DN
<b>Pennsauken</b>							
1502	2008	FRGHT	M-2106	3200A	1FVACYDJ68HZ05504	N/A	RBS
1503	2012	FRGHT	M2106	3300/2	1FVACYBS8CHBL0078	N/A	RBS
S200	2011	FORD	E250	VAN	1FTNE2EW1BDA88519	N/A	RBS
S201	2011	FORD	E250	VAN	1FTNE2EWXBDA88521	N/A	RBS
S204	2005	FORD	E-250	VAN	1FTNE24W55HB22654	196096	DN
S205	2005	FORD	E-250	VAN	1FTNE24W75HB22655	196097	DN
S207	2006	FORD	E-250	VAN	1FTNE24W56DA97120	495646	ML
S208	2013	FORD	E250	VAN	1FTNE2EW6DDA40632		B OF A
S215	2000	FORD	E250	VAN	1FTNE2420YHB08582	152040	DN
S220	2003	FORD	E-250	VAN	1FTNE24243HB26091	168607	DN
S222	2003	FORD	E-250	VAN	1FTNE24273HB26098	168614	DN
S245	2002	FORD	E-250	VAN	1FTNE24272HB57771	164901	DN
S247	2003	FORD	E-250	VAN	1FTNE24293HB26099	168615	DN
S249	2003	FORD	E-250	VAN	1FTNE24283HB26109	168628	DN
M100	2001	FORD	E450	CUBE	1FDXE45S01HB42607	155859	DN
M101	2007	FORD	F250	PICK UP	1FNF21507EA57645	495595	ML
M102	2006	FORD	E450	CUT-A-WAY	1FDXE45S06DA24927	495464	ML

	M108	2011	TCM	FG30T3	FORKLIFT	2H902004	N/A	RBS
	M109	2005	FORD	E-250	VAN	1FTNE24W95HB22656	196098	DN
	C21	2010	FORD	F-150		1FTEX1E89AFD37691	517796	ML
	XM106	1989	FORD	F350	PICK UP	1FDK38G2KNB81761	48862	DN
	XM107	2002	FORD	E250	VAN	1FTNE2428HB60873	164900	DN
	XS202	2004	FORD	E-250	VAN	1FTNE24WC4HA33671	184025	DN
	XS233	2000	FORD	E-250	VAN	1FTNE2427YHB04836	152038	DN
<b>Princeton</b>	1413	2012	FRGHT	M2106	3300/2/A	IFVACYBS6CHBL0077	N/A	RBS
	S106	2010	FORD	E250	VAN	1FTNE2EW7ADA2775	N/A	RBS
	S107	2010	FORD	E250	VAN	1FTNE2EW3ADA2773	N/A	RBS
	S108	2010	FORD	E250	VAN	1FTNE2EW5ADA72274	N/A	RBS
	S109	2011	FORD	E250	VAN	1FTNE2EWBDA88520	N/A	RBS
	S111	2001	FORD	E250	VAN	1FTNE242X1HB18316	153714	DN
	S112	2011	FORD	E250	VAN	1FTNE2EW1BDA88522	N/A	RBS
	S113	2013	FORD	E250	VAN	1FTNE2EW4DDA40631		B OF A
	S140	2005	FORD	E250	VAN	1FTNE24W15HB22652	196094	DN
	M81	2002	FORD	E-250	VAN	1FTNE24292HB12606	163241	DN
	M82	2005	FORD	F-250	PICK UP	1FTNF21565EA27787	205311	DN
	M83	2010	FORD	F450	4X4	1FDAF4HY5AEB08859	509028	ML
	M91	2001	FORD	E-450	CUTWAY	1FDXE45F01HA43367	157532	DN
	XM80	2001	FORD	E-250	VAN	1FTNE24291HB14807	153689	DN
	XS105	2001	FORD	E-250	VAN	1FTNE24211HB18317	153715	DN
	XS110	2003	FORD	E-250	VAN	1FTNE24213HB26095	168611	DN
	XS131	2001	FORD	E-250	VAN	1FTNE24261HB34979	154632	DN
	XS132	2001	FORD	E-250	VAN	1FTNE24271HB14806	153688	DN
	XS134	2003	FORD	E-250	VAN	1FTNE24263HB26092	168608	DN
	XS135	200	FORD	E-250	VAN	1FTNE24283HB26093	168609	DN
	XS136	2003	FORD	E-250	VAN	1FTNE242X3HB26094	168610	DN
	XS137	2003	FORD	E-250	VAN	1FTNE24233HB26096	168612	DN
	XS138	2003	FORD	E-250	VAN	1FTNE24253HB26097	168613	DN
	XS139	2005	FORD	E-250	VAN	1FTNE24WX5HB22651	196093	DN
	XS141	2005	FORD	E-250	VAN	1FTNE24W35HB22653	196095	DN
	XS142	2006	FORD	E-250	VAN	1FTNE24W96DA97122	495648	ML
	XS143	2006	FORD	E-250	VAN	1FTNE24W76DA97121	495647	ML



END OF LEASED VEHICLES

OWNED VEHICLES

Tank Trucks

<u>Location</u>	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity</u>	<u>Vin #</u>	<u>FAS #</u>
<b>Carroll</b>	1000	2002	International	4400	1900 900 A	1HTMKAAN52H512324	31309
	1001	2002	International	4400	2800 A	1HTMKAAN92H542216	31310
	1002	1994	International	4900	2000 800 A	1HTSDPNN0RH554683	31311
	1003	1994	International	4700	2800 A	THTSCACN8RH578457	31312
	1004	2002	International	4400	1600 800 A	1HTMKAAN52H543752	31300
	1005	2006	Peterbilt	335	2800 A	2NPLHD7X66M651685	31313
	1006	1999	Peterbilt	330	2800 A	1NPNHD7X7YS526725	31314
	1007	1995	Mack	MS300P	2800 A	VG6M118B6TB301919	31315
	1008	1997	Mack	MS300P	2600 A	VG6M118B2VB302245	31316
	1009	1995	Ford	LN8000	2800 A	1FDXR82E7SVA56241	31317
	1010	1995	Ford	LN8000	2800 A	1FDXR82E4SVA31068	31318
	1011	1994	Mack	MS300P	2600 A	VG6M118B5RB301189	31319
	1013	1995	International	4700	1800 S	1HTSCABN0SH647603	31321
	1014	1990	International	4700	2200 S	1HTSCCFN5LH238441	31322
	1015	1997	International	4700	1800 S	1HTSCABN6VH428830	31323
	1020	1994	Ford	L8000	3400 A	1FDXR82E0RVA26850	32201
	1025	2001	International	4900	2800 A	1HTSDAAN51H377605	31840
	1026	1992	International	4900	2200 1200 A	1HTSDNUR0NH418038	32203
	1027	1992	International	4900	2300 700 A	1HTSDNUR9NH418037	32204
	1028	1996	Ford	L8000	700 2300 A	1FDYR82E8TVA15154	32205
	1029	1995	Peterbilt	200	3000 A	1XPMH77X3SM608577	32202
	1030	2000	International	4900	2000 800 A	1HTSDAAN3YH256016	31292
	1031	1991	Mack	DM688S	4400 A	1M2B192C9MM002499	31293
	1032	2000	Peterbilt	330	3000 A	1NPNHD7X7YS522447	31294
	1033	1998	International	4900	1800 1000 A	1HTSDAAN7WH521727	31295
	1034	1990	Mack	DM688S	4400 A	1M2B192C7LM002340	31297
	1035	1990	Ford	LN8000	700 2100 A	1FDXR82A6LVA27280	31296
	1036	1995	Ford	LN8000	1000 1000 700 A	1FDXR82E1SVA81331	31298
	1037	1991	International	4900C	1500 1000 A	1HTSDZ7N3MH306039	31300
	1038	1998	Peterbilt	330	1000 700 1300 A	3BPNHD7X9WF466321	31324
	1039	2000	Peterbilt	330	1000 2000 A	1NPNHD7X9YS522448	31325
	1040	2001	International	4900	1000 2000 A	1HTSDAAN31H241876	31326
	1041	1999	International	4900	1000 1000 800 A	1HTSDAAN9YH266128	31299
	1042	1996	Mack	MS300P	1600 1000 A	VG6M118B8TB301971	31301
	1043	1997	Volvo	FE42	2000 800 A	4V52AEEC5VR476298	31302
	1044	1994	Volvo	White	1200 2300 A	4V52AFEC2RR473273	31303
1045	1994	Volvo	FE White	2000 1000 A	4V52ADEC5RR473272	31304	
1046	1998	International	DS	2100 700 A	1HTSCAAN4WH593892	31327	

	1047	1994	Ford	LN8000	1300 1300 1300 A	1FDXS82E5RVA19123	31305
	1050	1991	International	4900	1000 1800 A	1HTSDZ7N8MH351655	31306
	1051	2005	Peterbilt	330	2000 800 A	2NPNHD7X95M848941	31307
	1052	2005	Peterbilt	330	2000 800 A	2NPNHD7X45M848950	31308
	1053	2000	International	4900	2100 700 A	1HTSDAAN3YH251222	31328
	1054	2001	International	4900	2100 700 A	1HTSDAAN01H392500	31329
	1055	1999	International	4900	1000 2000 A	1HTSDAAN8XH648200	
	1056	2001	International	4900	800 2000 A	1HTSDAAN11H378430	
	1057	1995	Mack	C300	2500 A	VG6BH0988S8701222	31761
<b>Hardy</b>	1301	2000	INTER	4900	2800A	1HTSDAAN4HY275433	17765
	1302	2004	INTER	4400	2800A	1HTMKAAAN54H662761	17767
	1303	1990	INTER	4600	2800A	1HTSDZ7N4LH293834	17816
	1306	1999	Internat'l	4900	2700	1HTSDAAN9XH696434	18876
	1307	2004	Peterbilt	PB330	2800	2NPNHD7X64M825356	18875
	1308	1991	FORD	LS8000	3300A	1FDYS82A9MVA08359	19211
<b>Hicksville Patterson</b>	1402	1997	INTER	4900	3600/A	1HTSHAARXVH459553	7535
	1405	1994	INTER	4900	2800/A	1HTSDPPN7RH553057	7536
	1410	1989	MACK	R690T	3400/A	1M2N275C0KW008056	2981
	1411	1988	FORD	L8000	3600/A	1FDYS80U9JVA53844	2879
	1414	1989	FORD	L8000	3400/A	1FDYS82AXKVA19724	3073
	1417	1987	MACK	DMRD	4700/A	1M2B126C1HA013912	7537
	1428	1991	MACK	RB690S	3650/A	1M2AM20C8MM001874	3132
	1429	1988	FORD	L8000	3400/A	1FDYS80U6JVA53848	6663
	1438	1990	WHITE	WCS/GMC	4400/A	4V2ACBMD0LN626446	3113
	1439	1982	MACK	MR606P	3000 A	1M2K119CXCM001318	2996
	1440	1995	INTER	4900	2800/A	1HTSDAAN5SH629113	7642
	1445	1989	MACK	R690T	3400/A	1M2N275C8KW008015	2884
	1446	1989	MACK	R690T	3400/A	1M2N275CXXKW008016	3145
	1453	1989	WHITE	WCS/GMC	4400/A	4V2ACBMD3KN623779	3139
	1455	1986	FORD	L8000	3400/A	1FDYR80U5FVA46165	3099
	1459	1989	MACK	R690T	3400/A	1M2N275C1KW008017	3012
	1460	1995	INTER	4900	2800/A	1HTSDAAN6SH659656	7772
	1462	1992	FORD	L8000	3400/A	1FDXS82AXNVA01854	7814
	1463	1993	INTER	4900	2800/A	1HTSDPPN0PH487822	7812
	1465	1995	INTER	4900	2800/A	1HTSDAAN9SH672479	7813
	1468	1988	MACK	R685T	3400/A	1M2N166C1JA090516	2989
	1481	2004	INTER	7600	5000/A	1HTWYAXT94J085304	18641
	1482	2004	INTER	7600	5000/A	1HTWYAXT74J084457	18642

**Maspeth**

1354	1987	INTER	S1900	3000A	1HTLDTVM0HHA25345	17118
1356	1988	INTER	S1900	3000A	1HTLDBBN7JH587420	17913
1361	1979	MACK	MR606	3400A	MR606P1048	28004
1363	1993	INTER	4900	3000A	1HTSDPPN8PH478012	17119
1364	1989	MACK	DM690SX	3300A	1M2B182C0KW005464	17129
1365	1989	MACK	DM690SX	3300A	1M2B182C2KW005465	17130
1371	1990	MACK	RD60S	4500/S	2M2P198C2LC006034	18676
1372	2006	FRGHT	M2-106	3100/A	1FVACYDJ76HW41187	18674
1373	2006	FRGHT	M-2112	4500/A	1FVHC5CV76HW41188	18673
1390	1995	INTER	490	3000A	1HTSDAAN8SH656595	17122
1391	1995	INTER	490	3000A	1HTSDAANXSH656601	17123
1392	2002	INTER	440	3000A	1HTMKAAN32H526917	17124
1100	2004	INTER	7600	5000/1/A	1HTWYAXT34J085301	18647
1101	1991	MACK	RB690S	3600 / S	1M2AM20C6MM001873	1197
1102	1991	MACK	RB690S	3600 / S	1M2AM20CXMM001875	965
1103	1991	MACK	RB690S	3600 / S	1M2AM20C1MM001876	2683
1104	1991	MACK	RB690S	3600 / S	2M2AM17CXMC001679	1244
1105	1990	MACK	RB690S	4600 / S	1M2P198CXLW006478	1117
1106	1989	MACK	RB690S	4600 / S	1M2P198C9KW003621	884
1108	1989	MACK	R690T	3000 / S	1M2N275C9KW008251	1081
1109	1989	MACK	R690T	3000 / S	1M2N275C0KW008252	1082
1110	1989	MACK	R690T	3000 / S	1M2N275C4KW008013	1086
1111	1989	MACK	R690T	3000 / S	1M2N275C6KW008014	1087
1112	1988	MACK	RB690S	4400 / S	1M2P198C1JW003255	905
1113	2014	FRTLNR	M2-112	4500/S	1FVHC5DVXEHL5530	
1114	1987	AUTOCAR	DS64B	4600 / S	1WBPCCMD9HU304096	1186
1115	1987	AUTOCAR	DS64B	4600 / S	1WBPCCMD7HU304095	1195
1117	1987	MACK	R686ST	4600 / S	1M2N178CXHA006206	1101
1119	1987	MACK	R686ST	4600/S	1M2N178C5HA006484	1189
1120	1991	WHITE	WX	3000/S	4V2DAFBD2MN641237	7764
1121	1985	MACK	DM686S	4600/S	1M2B126C1FA011932	903
1122	1985	MACK	RD686S	4400/S	1M2P137C8FA012019	932
1126	1983	MACK	DM686SX	5400/S	1M2B128C4DA009490	1155
1128	1983	AUTOCAR	LTA10	4400/S	1WBKCCMD5DN059621	2678
1132	1979	MACK	R	3400A	R606T1073	18739
1136	1995	MACK	RD690S	4500	1M2P264C1SM017610	19100
1159	2002	FRTLNR	FL80	3000/S	1FVABXAK12HJ84980	18228
1160	2007	FRTLNR	M2-112	5000/A	1FVMC5DE87HY19446	31176
1161	2007	FRTLNR	M2-112	5000/A	1FVMC5DEX7HY19447	31177

1162	2007	FRTLNR	M2-112	5000/A	1FVMC5DE17HY19448	31178
1193	1987	AUTOCAR	NLT300	4400/S	1WBPCCE7HU302392	1218
1196	1989	MACK	R690T	3000/S	1M2N275C7KW008040	1245
1198	2005	INTER	7600	5500	1HTWYSBT45J007527	18783
1214	1984	MACK	MR685P	3000 / S	1M2K125C2EM006849	18396
1216	1982	MACK	DM686SX	5400 / S	1M2B128C1CA008439	18417
1217	1981	MACK	DM686SX	5400 / S	1M2B128C3BA007730	18416
1225	1988	MACK	RD686S	4400 / S	1M2P138C8JA017065	18400
1226	1987	WHITE	EXP2	5000 / S	1WXDCHJE3HN116109	18411
1227	1987	WHITE	EXP2	5000 / S	1WXDCHJEXHN116110	18415
1244	1984	AUTOCAR	CONV	5500 S	1WBUCCE6EU096254	18419
1288	1985	WHITE	EXP2	5500 / S	1WXDCHJE4FN071081	18420
1289	1988	MACK	MR690S	4400 / S	1M2K175C9JM001879	18402
1293	1991	MACK	RD690S	4400 / S	1M2P198CXMM008471	18405
1294	1990	MACK	RD690S	4400 / S	2M2P198C1LC006932	18404
1295	1991	MACK	RD690S	4400 / S	1M2P198C8MM008470	18406
1700	1993	FORD	LS8000	3400/A	1FDYS82E8PVA14273	2195
1702	1995	FORD	LNT8000	4400/A	1FDYW82E2SVA33480	2197
1703	1994	FORD	LNT8000	4000/A	1FDYW82E0RVA16347	2198
1704	1997	FORD	LN8000	2800/A	1FDXR82EXVVA09368	7714
1708	1986	FORD	LN8000	2800/A	1FDXR80U3GVA31144	2202
1709	1986	FORD	LN8000	2800 A	1FDXR80U1GVA30736	2203
1712	2002	FRGHT	FL80	3300/A	1FVABXAK82HJ84975	18246
1713	2002	FRGHT	FL80	3400/A	1FVABXAK62HJ84988	18245
1719	1984	INTER	S1900	3000A	1HTLDTVN7EHA24981	2107
1727	1987	MACK	R600	2800/A	1M2N165B0HA090297	7729
1728	1989	INTER	S1900	2800/A	1HTLDTVN5KH604531	7730
1730	1988	INTER	S1900	2800/A	1HTLDTVN5JH541252	7731
1731	1986	FORD	LN8000	2800/A	1FDXR80U9GVA03493	7716
1732	1990	FORD	LN8000	2800/A	1FDXR82A7LVA12769	7715
1735	1989	FORD	LN8000	2800/A	1FDXR82A3KVA23895	7802
1736	1993	FORD	LN8000	2700/A	1FDXR82E0PVA07485	7803
1738	1990	INTER	4954	2800/A	1HTSDZ4N8LH290410	12075
1746	1978	FORD	LN8000	3200/A	R80DVAJ8675	2180
1747	1977	FORD	LN8000	3200A	R80DVY49565	1871
1779	1990	KNWRT	T400	4200/A	1NKBL59X9LJ545155	2030
1789	1988	FORD	LN8000	2800/A	1FDXR82A9JVA16917	2127

Plainview

**Yaphank**

1500	1995	FORD	L8000	2800	A	1FDXR82E4SVA35878	31671
1501	2007	FRGHT	M2 106	3600/A		1FVFCYDJ57HY19377	31155
1503	1990	WHITE	WX	5000/A		4V2DCFMD3LN629538	3205
1505	2005	INTHR	4300	2799		1HTMMAAN75H104082	19969
1507	1988	FORD	L8000	3800A		1FDXR80U4JVA05241	1683
1508	2000	GMC	TF7B	2800/A		1GDM7C1C5YJ501345	8625
1511	2004	INTHR	7600	5000/A		1HTWYAXT94J085268	18659
1512	1988	WHITE	EXPII	5000/A		4V2DCFBD9JN607575	17398
1515	1986	FORD	LN8000	2800	A	1FDXR80U7GVA03492	31802
1528	1992	CHEVY	KODIAK	2800/A		1GBM7H1J5NJ100846	8622
1529	1995	VOLVO	FE42	2800/A		4V52AEHD7SR474116	8623
1534	1988	MACK	R609S	4500/S		1M2N277Y8JW005526	1657
1536	1997	VOLVO	FE42	2800/A		4V52AEFD5VR476325	8624
1537	1990	WHITE	WCS	4400/A		4V2ACBMD4LN626448	3206
1538	1984	WHITE	WLC	4400/A		1WXDCHMD5EN059619	1498
1539	1990	FORD	L8000	2800/A		1FDXR82A5LVA36004	1688
1540	1993	FORD	L8000	2800/A		1FDXR82A0PVA00453	1691
1541	1991	MACK	CS300	2800/A		VG6BA03B3MB052649	1692
1542	1994	FRGHT	FL70	2800/A		1FV6HLBA5RL585524	1693
1543	1985	INTHR	1900	2800/A		1HTLDTVN2FHA23772	3202
1544	1990	FORD	L8000	2800/A		1FDXR82A7LVA04476	1689
1546	1995	FRGHT	FL70	2800/A		1FV6HFBA9SL637471	1694
1548	1988	FORD	C8000	2800/A		1FDXD80U3JVA33479	1686
1562	1990	INTHR	4900	4800/A		1HTSHZ3T3LH694865	12075
1568	1990	FORD	L8000	2800/A		1FDXR82A9LVA04477	1489
1569	1991	INTHR	4900	3000/A		1HTSDZ7N2MH343454	3195
1576	1998	INTHR	4900	2900/A		1HTSDAAN0WH536828	7446
1577	1997	INTHR	4900	2900/A		1HTSDAAN3VH443882	7447
1578	1996	INTHR	4900	2900/A		1HTSDAAN1TH280761	7448
1579	1994	INTHR	4900	2900/A		1HTSDPPN9RH544182	7449
1580	1989	FORD	C8000	3500/A		1FDYD80U6KVA06976	7450
1581	1987	INTHR	S1900	2900/A		1HTLDTVN5HH525658	7451
1583	2004	INTER	7600	5000/A		1HTWYAXTX4J085263	18660
1584	2004	INTER	7600	5000/A		1HTWYAXT14J085264	18661
1598	1987	FORD	L8000	4500/A		1FDZW82A2HVA02661	7688
1599	1999	INTER	4600	2800/A		1HTSDAANXXH651101	17904

**Hoffberger**

16101	2001	FREIGHTLINER	FL70	2800 A	1FVABTBS41HJ23905	28050
16102	1999	STERLING	Conv	2800 A	2FZHLJAA3XA982583	28051
16103	1995	FORD	LN8000	3000 A	1FDYR82E3SVA27209	31464
16104	1996	FORD	LN8000	3000 A	1FDYR82E6TVA15153	31465
16110	1993	PETERBILT	379	4400/A	1XP5DE9XXPN338718	29510
16111	1993	INTERNATIONAL	8100	4200/A	1HSHCAZR6PH500796	29511
16112	1994	FORD	LS8000	4500/A	1FDZY82EORVA31199	32075
16120	1993	INTERNATIONAL	4900	3000/A	1HTSDPNN7PH478733	29467
16127	2002	INTERNATIONAL	4400	4400/A	1HTMSADR2J034165	29473
16128	2002	INTERNATIONAL	4400	2700/A	1HTMKAAN52H517491	29474
16130	2002	INTERNATIONAL	4400	4400/A	1HTMSADR82J034164	29475
16131	1998	FREIGHTLINER	FL70	2800/A	1FV6HLBA1XHA06631	29476
16132	1994	FORD	LN8000	2800/A	1FDXR82EXRVA51125	29477
16133	1997	GMC	T7500	2800/A	1GDM7C1J5VJ509889	29478
16134	2000	GMC	C7500	3000/A	1GDM7H1C1YJ509584	29479
16135	1998	FREIGHTLINER	FL80	2800/A	1FUWJLBB2WH887207	29480
16137	1995	FORD	LN9000	4200/S	1FDZW90X9SVA29313	19901
16139	2005	INTERNATIONAL	4300	2800/A	1HTMMAAN75H124445	19897
16140	2005	INTERNATIONAL	4300	2800/A	1HTMMAAN05H124447	19898
16141	2001	KENWORTH	T-300	2800/A	2NKMHD7X81M872708	19899
16142	2005	INTERNATIONAL	4300	2800/A	1HTMMAAN25H117368	19902
16143	2005	INTERNATIONAL	4300	2800/A	1HTMMAAN15H100805	19900
16161	1996	MACK	MIDLINER	2800/A	VG6M118BITB301911	29463
16165	1990	INTERNATIONAL	4900	3000/A	1HTSDTVNOLH206835	29466
16169	1980	MACK	MR	3400/A	MR487P1238	29507

**Hoffman  
Trumbull**

16650	2002	INTL	4400	3150/A	1HTMKAAN92H517493	28383
16651	1999	FRHT	FL70	2800/A	1FV6HLBA6XHA22517	28358
16652	2004	KW	310	2800/A	2NKMHD7X44M052243	28359
16654	2000	FRHT	FL-70	2800/A	1FV6HJBA2YHB94789	28379
16655	1994	FRHT	FL-70	2800/A	1FV6HLBAXRL564877	28356
16660	1999	FRHT	FL-70	2800/A	1FV6HJAA2XHB00863	28378
16661	1994	FRHT	FL-70	2800/A	1FV6HLBA6RL559014	28380
16662	1990	INTL	4900	2800/A	1HTSDTVN2LH223748	28501
16663	1996	FRHT	FL-70	2800/A	1FV6HFBA3TL758384	28375
16664	1993	FRHT	FL-70	2800/A	1FV6HFAA5PL416359	28503
16665	2000	GMC	7000	3150/A	1GDM7H1CYJ517667	28507
16666	1994	INTL	4400	2800/A	1HTSDPPNXRH554722	19895
16667	1999	INTL	4900	3200 A	1HTSDAAR4YH23.138	32135
16668	1999	INTL	4900	2600 A	1HTSDAA3XH644295	28017
16670	1993	FRHT	FL 70	2800 A	1FV6HLBAPL466743	31215
16671	2004	PETER	T300	2800 A	2NPHD7X64M815409	31216

<b>Hoffman Danbury</b>	16603	94	FRHT	FL70	2800/A	1FV6HFAA2RL774778	28864
	16604	95	FORD	L8000	2800/A	1FDXR82EXSVA08376	28861
	16605	95	INT	4000	2800/A	1HTSDAAN85H641188	28862
	16606	95	INT	4000	2800/A	1HTSDAAN0SH660771	28866
	16607	95	INT	4900	2700/A	1HTSDAAN8SH652174	28867
	16608	96	INT	4700	2800/A	1HTSCAAN6TH323414	28868
	16609	96	FRHT	FL70	2800/A	1FV6HFAA0TL732892	28858
	16610	99	FRHT	FL70	2800/A	1FV6HJAAOXHB00862	28857
	16611	00	INT	4900	2800/A	1HTSDAAN7YH303693	28869
	16612	01	INT	4000	2800/A	1HTSDAAN51H400770	27769
	16613	02	INT	4000	3000/A	1HTMKAAN22H517495	27781
	16615	99	INT	4900	2800/A	1HTSDAAN7XH630237	32033
	16616	2002	FRHT	FL80	3000/S	1FVABXAK52HJ84982	28091
	16617	1997	FRHT	FL-70	2800/A	1FV6HFBA3VL761325	19905
	16618	2005	INT	4000	2800/A	1HTMKAAN95H109208	31622
	16619	1996	FRHT	FL-70	2800/A	1FV6HLBA1TL872558	32136
	16620	1995	FRHT	FL-70	2800/A	1FV6HLBAOSL552582	32137
	<b>Lewis - Plainview</b>	16500	1979	Mack	MR	3400 / A	MR487P1019
16501		1994	Inter	2554	3400 / A	1HTGBN2R9RH570176	30426
16503		1985	MACK	DM686S	4100A	1M2B126COFA010979	30446
16504		1997	Freig	FL70	3000A	1FV6HFBA1VH789672	19906
16505		2001	KENW	T300	2800A	2NKMHD7X01M876350	19907
16506		2002	Inter	4400	3400 / A	1HTMKAANO2H517494	30428
16507		1997	Mack	RD690S	4400 / S	1M2P264C1VM023217	30429
16508		1993	Mack	DM690SX	5500 / S	1M2B210COPMO12280	30430
16509		1985	Mack	R685T	3000 / S	1M2N166C0FA089834	30431
16510		1979	MACK	RD686SX	5500S	RD686SX5609	30455
16511		2001	Inter	4700	3000 / A	1HTSCAAN71H369640	30432
16512		1999	Inter	4900	3000 / A	1HTSDAAN1XH608332	30433
16513		1997	Inter	4700	3000 / A	1HTSCAAN7VH443791	30434
16518		1989	Mack	MS300	2800 / A	VG6M112B9KB067296	30438
16520		1997	Mack	DM690S	4800 / S	1M2B209COVMO21524	30440
16521		1997	Mack	DM690S	4800 / S	1M2B209C2VM021525	30441
16522		2000	Kenw	T300	2800	1NKMHD7X9YS839647	19908
16523		1995	Mack	RD690S	4400 / S	1M2P264C8SMO17362	30442
16524		1995	FORD	LS8000	3000 A	1FEYR82ESVA27208	31438
16526		1998	Inter	4700	2800 / A	1HTSCAAN8WH594897	30443
16527		2001	Freig	FL80	3000 / A	1FVABXBS51HH87480	30444
16530		1992	Inter	490	2900	1HTSDNUR5NH418763	31903
16531		1995	Inter	490	3000	1HTSDAAR1SH684855	31904
16532		2007	Inter	430	3000	1HTMMANN7H411545	31905
16560		1994	Inter'l	490	2800 / A	1HTSDAN0RH578629	32128
16561		2004	Freight	16M	2800 / A	1FVACXCS24HM51654	32129

<b>Lewis - Hampton Bays</b>	16514	2003	Sterl	ACTERRA	2800 / A	2FZACGCS73AM03583	30435	
	16515	1999	Inter	4900	2800 / A	1HTSDAAN2XH647043	27911	
	16516	1993	Inter	4900	3200 / A	1HTSDPPNXPH478657	30436	
	16517	1993	Ford	LN8000	3200 / A	1FDXR82E8PVA33784	30437	
	16519	1987	Ford	LN8000	2800 / A	1FDXR80U7HVA03137	30439	
<b>Manor Fuel</b>	16550	2005	STERLING	ACT 7500	2800 A	2FZACGDC45AP00398	31107	
	16551	2004	STERLING	ACT 7500	2800 A	2FZACGAKX4AM86415	31108	
	16552	2002	FRGHT	F70	2800 A	1FVABTAK82HK29907	31109	
	16553	1987	FORD	LS8000	3000 A	1FDXS80U9HVA28061	31110	
	16556	2006	FRGHT	M2	2800 A	1FVHCYDC76HW30514	31547	
<b>Rye - Rochette</b>	1374	1993	VOLVO	FE42	2800/A	4V52AEHC9PR471829	29135	
	1375	1988	FORD	LN8000	3400/A	1FDYR82A1JVA46112	29133	
	1376	2003	INTER	4400	2800/A	1HTMKAANO3H578409	29137	
	1377	1996	INTER	4900	2800/A	1HTSDAANXTH302420	29138	
	1378	1990	INTER	4900	2800/A	1HTSDZ7NXMH333030	29139	
	1379	1987	INTER	S1900	2800/A	1HTLDTVN8JH34604	29140	
	1380	2006	FRHTL	2106	2800/A	1FVACXCS56HW40611	19932	
	1381	2002	FRGHT	FL70	2700	1FVABTAK62HK02334	28098	
	1382	2005	INTER	4300	3499	IHTMMAAN85H105418	28126	
	1370	2000	KENWO	T300	2800 A	1NKMHZ7X0YS851313	31538	
	1372	1987	INTER	1954	2800 A	1HTLDTVN5HH534229	31537	
	1373	2002	INTER	4400	2800 A	1HTMKAANX2H534707	31539	
	<b>Skelton</b>	16260	1996	FORD	L 8000	3400 A	1FDYS82E0TVA19364	32207
		16261	1997	INTER'L	4000	2800/A	1HTSDAAN8VH443182	29296
16263		1985	MACK	MR600	3400/A	1M2K125C6FM008041	29293	
16265		1999	Peterbilt	330	2800 A	3BPNHD7X9XF480110	28000	
16266		2002	Freightliner	FL80	3000 S	1FVABXAK32HJ84981	28040	
16269		1999	INTER'L	4000	2800/A	1HTSDAAN7XH637852	29297	
16274		1980	MACK	MR	3400/A	MR685P3206	29289	
16276		1980	MACK	MR	3400/A	MR685P3208	29291	
16277		2005	INTER'L	4400	2700 S	1HTMKAAN46H250267	32178	



<b>Great Falls</b>	1	1999	FRGHT	HC80	2800	1FV6WFAA4XHB69914	31130
	5	1999	PETER	Bobtail	2400	1NPNHD7X8XS482555	31131
	6	1998	FORD	F800	1900	1FDNF80C6WVA23156	31132
<b>Boston</b>	1113	2004	FRGHT	CONDOR	5500A	1FVHCFS74RM79097	19114
	1150	2002	FRGHT	FL80	3000A	1FVABXAK02HJ84968	18240
	1152	1998	FORD	L8500	2800-1A	1FDXN80F1WV14290	11403
	1153	1997	FORD	LS8000	3000A	1FDYN80E4VVA39727	19894
	1154	1979	WHITE	ROAD EXP	3600A	3ARFGST021521	19943
	1155	1979	MACK	DM	4800A	DM685S43805	19958
	1156	1995	INTL	4900	3400A	1HTSDAAN5SH656781	20026
	1163	2004	INTL	7600	5000-1A	1HTWYAXT64J085261	18633
	1164	2004	INTL	7600	5000-1A	1HTWYAXT54J085302	18634
	1165	2004	INTL	7600	5000-1A	1HTWYAXT44J085260	18635
	1166	2004	INTL	7600	5000-1A	1HTWYAXT74J085267	18636
	1167	2007	FRGHT	BCM2	3000-1A	1FVFCYDC97HY19349	31152
	1178	1989	MACK	RW-700	4600A	1M2AY10Y2KM004387	11469
	1179	1978	WHITE	EXPEDITER	5000A	3QRFRGT014287	11470
	1182	1988	FORD	L9000	2800A	1FDXR82AOJVA58683	11473
	1185	1982	FORD	LN9000	3500A	1FDYR9OW2CVA19203	11476
	1195	1990	WHITE	WX64	5000A	4V2DCFMD1LN629540	11504
	1198	2005	INTL	7600	5000A	1HTWYSBT25J045788	18749
	1200	2005	FRGHT	B-3	4200 A	1FVHCYDC95HU23685	17814
	1202	1987	INTL	S195	30001/A	1HTLDTVN9HH499145	11388
	1203	1990	INTL	4900	3000 1/A	1HTSDTVN3LH223404	11389
	1218	1987	FORD	LN8000	2800 1/A	1FDXR80UXHV48928	11404
	1225	1997	VOLVO	FE42	3400 1/A	4VM2AFD6VR476885	11419
	1226	1986	FORD	L8000	3000 A	1FDXR80UGVA55390	31080
	1228	1987	FORD	C8000	3400 1/A	1FDYD80U1HVA46102	11422
	1230	1987	FORD	LN8000	3000 1/A	1FDYR80U8HVA60600	11423
	1231	2002	FRGHT	FL80	3000 1/A	1FVABXAK9HJ84967	18250
1233	2004	INTL	7600	5000 1/A	1HTWYAXT74J085303	18637	
1234	2004	INTL	7600	5000 1/A	1HTWYAXT04J085305	18638	
1237	2005	INTL	7600	5000A	1HTWYSBT05J045787	18748	
1238	1995	WHITE	EXP	5500A	4V2DCFMEIXSN689176	11465	
1255	2004	INTER	BUS CLASS	3400A	1HTMKAANI4H664586	19115	
1256	2005	FRGHT	B2	4400A	1FVHCYDC95HU21483	19116	

<b>North Haven</b>	1001	1986	MACK	DM685S	5000D/A	2M2B126C2GC012393	9844
	1003	2002	FRGHT	FL80	3300/A	1FVABXAK22HJ84969	18233
	1007	2002	FRGHT	FL80	3300A	1FVABXAK22HJ84972	18236
	1008	1989	VOLVO	FE615	3000/A	YB3U6A3A4KB427871	9853
	1012	1993	FORD	LN8000	2700/A	1FDXR82EXPVA17408	9843
	1014	1988	FORD	LN8000	2800/A	1FDXR82A7JVA25020	9845
	1016	1979	WHITE	EXP11	3400/A	3ARFGGT036040	9846
	1025	1977	FORD	LN8000	3000/A	R80DVY49575	9884
	1026	1987	MACK	MS300P	3000/A	VG6M112B5HB065537	9861
	1036	1990	FORD	LTS9000	4400 A	1FDZY90W3LVA07391	9862
	1037	2004	INTER	7600	5000/1/A	1HTWYAXT84J085262	18639
	1038	2004	INTER	7600	5000/1/A	1HTWYAXT04J085269	18640
	<b>Norwalk</b>	1400	2002	FRGHT	FL 80	3300A	1FVABXAK92HJ84970
1402		1999	INTR	4900	2800A	1HTSDAAN7XH647796	10089
1409		2001	INTER	4400	2800 A	1HTMKAAN53H540530	31752
1410		1995	FORD	LN8000	3500A	1FDXR82E35VAO8395	10091
1411		1998	FORD	LN8000	3600A	1FDXN80E0WVA39852	10090
1416		1988	FORD	LN8000	2700/A	1FDXR82AXJVA47450	9983
1427		1988	FORD	LN8000	3250A	1FDXR82AXJVA05232	9990
1428		1988	FORD	LN8000	2850A	1FDXS8OU4JVA09939	9991
1429		1988	FORD	L8000	2500A	1FDXR82A3JVA47449	9984
1448		2005	PTRBLT	335	3000	2NPLHZ7X15M849988	31576
1450		2002	FRGHT	FL 80	3300A	1FVABXAK02HJ84971	18235
1452		2002	FRGHT	FL 80	3000A	1FVABXAK42HJ84973	18237
1474		1989	INTR	1900	2800A	1HTLDTVN5KH625282	9744
1475		1990	INTR	4900	3400A	1HTSHNHR7LH298573	9741
1476		1990	INTR	4900	3500A	1HTSHNHR3LH282712	9742
1477		1993	INTR	4900	3000A	1HTSDPPR7PH477985	9740
1482		2005	INTR	7600	5000A	1HTWYSBT75J045785	18545
1483	2005	INTR	7600	5000A	1HTWYSBT95J045786	18546	
<b>Ryan - G &amp; S</b>	1053	2002	KENWORTH	T300	2800A	2NKMHD7XX2M888359	19161
	1057	2006	KENWORTH	T300	2800A	2NKMHD7XX6M145836	19162
	1500	2004	INTER	BOBTAIL	2799	1HTMMAAN84H678303	28124
	1505	1984	FORD	L8000	3000/A	1FDYR8OU3EVA53002	19140
	1521	1995	INTHR	4900	2800/A	1HTSDAAN7SH666180	19141
	1522	1997	INTHR	4900	2800/A	1HTSDAAN2VH467459	19142
	1523	1987	FORD	L8000	3000/A	1FDXR8OU7HVA41192	19146/19168
	1525	1991	FORD	L8000	3000/A	1FDYR82A8MVA05822	19148
	1548	1993	KW	T8		1XKDDR9X5PJ610754	18883
	1549	1993	HEIL	9200 A		1HLA3A7F6P7H57147	18884

<b>Ray</b>	1800	2009	Inter'l	7600	4500 A	1HTWYSBT49J093900	31055	
	1801	1991	Inter'l	4900	2800 A	1HTSDZ7N2MH312821	30994	
	1805	1998	Inter'l	9200	5000 A	2HTFMAXTXWC040353	31041	
	1806	2000	Inter'l	4900	4000A	1HTSHADR1YH250511	31042	
	1807	2001	Inter'l	8100	4500 A	1HTHCATT91H378426	31044	
	1808	2002	Inter'l	8100	4500 A	1HTHCATT02H519644	31045	
	1809	1999	Inter'l	4900	2800 A	1HTSDAAN0XH608192	31046	
	1810	2003	Inter'l	4400	2800 A	1HTMKAAN93H572141	31047	
	1811	1995	Inter'l	2674	4500 A	1HTGLAUR0SH611626	31048	
	1812	2005	Inter'l	7400	3000 A	1HTWCADR25J038351	31049	
	1813	2003	Inter'l	4400	2800 S	1HTMKAAN23H590867	31050	
	1814	2005	Inter'l	4400	3499	1HTMMAAN15H106782	31018	
	1815	2006	Inter'l	7600	4500 A	1HTWYSBT26J314700	31051	
	1816	2007	Inter'l	7600	4500 A	1HTWYSBT47J438131	31052	
	1817	2008	Inter'l	7600	5000	1HTWYSBT78J568499	31020	
	1818	2008	Inter'l	7600	4500A	1HTWYSBT88J657482	31054	
	1819	1998	Peter	330	3499	3BPNHC7X8W471509	31022	
	1820	2009	Inter'l	7600	5000	1HTWYSBR59J176241	31025	
	1821	2009	Inter'l	4400	2800 A	1HTMKAANX9H143583	31057	
	1822	2011	Inter'l	7600	5000	1HTWYSJR2BJ336020	31026	
	1823	2010	Inter'l	7600	4500 A	1HTWYSJT5AJ286286	31056	
	1824	2012	Inter'l	Bobtail	4500	1HTGSSJRCJ583552	31034	
	1825	2012	Inter'l	Bobtail	4500	1HTGSSJR8CJ583551	31035	
	1828	2005	Inter'l	7600	5000 A	1HTWYSBT45J045789	31289	
	1840	1998	Inter'l	910		2HSFRAMR3WC039737	31043	
	1845	1988	Almac	6500 A		2A9YA410J1001698	31059	
	<b>Kasden - EH</b>	1062	2006	INTER	4300	BOBTAIL	1HTMMAAN26H175336	28125
		1063	1997	INTER	4900	2800 A	1HTSDAAN6VH456609	28052
		1064	2000	INT'L	2600	4500 A	1HTGLAHT7YH249454	28053
		1066	2004	KENWTH	T300	2800 A	2NKMHD7X94M061732	28055
		1068	2005	KENWTH	T300	2800 A	2NKMHD7X95M085045	28057
		1069	2005	INTER	4400	2800 A	1HTMKAAN65H116553	28059
		1070	1999	KENWTH	T300	2800 A	3BKM77X5SF790063	28060
		1071	2007	INTER	4400	2800 A	1HTMKAAN57H455601	28061
		1072	2007	INTER	4400	2800 A	1HTMKAAN17H463582	28062
1073		2007	INTER	4400	2800 A	1HTMKAANX7H463581	28063	
1074		2007	INTER	4400	2800 A	1HTMKAAN67H416662	28064	
1075		2007	INTER	4400	2800 A	1HTMKAAN37H416666	28065	
1076		1991	INTER	4900	2800	1HTSDZ7N6MG341335	28066	
1078		1984	INT'L	S1900	2800A	1HTLDTVN2EHA63767	28284	

<b>Buckley</b>	1321	1999	INTL	4900	2800A	1HTSDAAN3XH619106	18933
	1322	2010	INTL	4300	2800A	1HTMMAAN7AH278549	18934
	1323	2007	INTL	4300	2800A	1HTMMAAN27H410710	18935
	1324	2003	INTL	4400	2800A	1HTMKAAN33H562852	18948
	1325	2000	INTL	4900	2800A	1HTSDAAN7YH282022	18949
	1326	2005	PTRBL	PB335	2800A	2NPLHZ7X25M858506	18950
	1327	2001	INTL	4900	2800A	1HTSDAAN61H366936	18952
	1329	1992	INTL	4900	2800A	1HTSDNUN6NH401368	18954
	1330	1994	FRGHT	FL60	2800A	1FV6HF13A7RL719080	18955
	1331	2005	PTRBL	PB335	2800S	2NPLHZ7X95M850001	18956
	1332	1995	FORD	L8000	2800S	1FDXR82E9SVA18316	18957
	1333	2009	INTL	4300	3000S	1HTMMAAN49H129981	18958
	1334	2009	INTL	4300	2800A	1HTMMAAN09H105404	18951
	1336	1997	FORD	LS8000	3000A	1FDYN80E6VVA39728	19893
	1338	2005	INT'L	4400	3500	1HTMMAAN15H100657	31620
<b>Rhode Island</b>	1301	1989	FORD	L8000	2800/A	1FDXR82A7KVA05397	11821
	1302	1987	INTER	S1900	2800	1HTLDTVN8HH499587	19889
	1303	1990	INTL	4900	2800A	1HTSDTVN1LH657000	12058
	1305	1990	FORD	L8000	2800A	1FDYR82A4LVA44633	11823
	1601	1995	FRHT	FL70	2700/A	1FV6HLBA6SL708852	11628
	1612	1993	GMC	8500	2850/A	1GDM7H1J9PJ503075	11536
	1617	1995	FORD	LN8000	2700A	1FDXR82E9SVA48397	11539
	1618	1990	INTL	4900	5000A	1HTSHZ3T8LH242197	11540
	1620	1994	FORD	LN8000	2850A	1FDXR82E1RVA13668	11542
	1624	1994	FORD	LN8000	2850A	1FDXR82EXRVA13670	11546
	1628	1990	FORD	LN8000	2450A	1FDXR72P1LVA04116	11608
	1630	1990	INTL	4900	2850A	1HTSDDBN2LH239555	11550
	1634	1988	FORD	LN8000	2700A	1FDXR82A6JVA32945	11627
	1635	1987	FORD	LN8000	2700A	1FDXR80U7HVA56498	11622
	1637	1993	FORD	LN8000	2700A	1FDXR82E9PVA06366	11629
	1638	1994	FORD	LN8000	3200A	1FDXR82E1RVA10771	11624
	1643	1998	MACK	RD688S	2500/2500	1M2P267C4WM038811	11773
	1648	1994	FRHT	FL70	2000/600A	1FV6HFAA7RL584586	11676
	1649	1995	FORD	LN8000	2300/400A	1FDXR82E0SVA08418	11723
	1650	1991	INTL	1954	3000A	1HTSDZ7N5MH348907	11559
	1652	1998	PTRBL	330	3000A	3BPNHD7X2WF456309	11623
	1653	1990	INTL	4300	2700A	1HTSDTVNOLH238586	11626

1654	1987	INTL	S1954	3000A	1HTLDTVN6HH509646	11560
1657	1989	INTL	S1954	2800A	1HTLDTVNXKH635581	11561
1664	1998	FORD	LN8000	2800A	1FDXN80F3WVA14825	11716
1665	1997	FORD	LN8000	2800A	1FDXR82E7VVA22885	11673
1666	1997	MACK	CS300P	2700A	VG6BA09B3VB701567	11695
1667	1997	MACK	CS300P	2700A	VG6BA09BXVB701565	11696
1668	1997	MACK	CS300P	2700A	VG6BA09B7VB701569	11697
1669	1995	FRHT	FL70	2700A	1FV6HFBA9SL652326	11682
1673	1993	FORD	LN8000	2800A	1FDXR82E4PVA33975	11678
1677	1990	INTL	4900	2800	1HTSDTVN3LH250456	11569
1681	1991	INTL	4900	3000	1HTSDZ7N3MH331118	11573
1683	1995	VOLVO	FE42	3200A	4V52AFHD3SR475110	11575
1685	1992	FORD	LN8000	2800A	1FDXR82A8NVA02688	11680
1690	1989	INTL	S1900	2800A	1HTLDDBN9KH656531	11757
1692	1987	FORD	LN8000	2800A	1FDXR82A5HVA31294	11739
1693	1987	FORD	LN8000	2800A	1FDXR80UXHVA58746	11740
1694	1987	INTL	S1900	2800A	1HTLDTVN1HHA20283	11747
1698	1986	FORD	LN8000	2800A	1FDXR80W7GVA08207	11743
1699	1984	INTL	S1900	2800A	1HTLDTVN7EHA68673	11744
1711	2002	KENWORTH	T300	3000A B	2NKMHY7XX2M884187	12674
1712	2002	KENWORTH	T300	3000A B	2NKMHY7X82M884186	12675
1713	2003	FRGHT	FL70	3000A B	1FVABTBV63HL09412	12676
1714	2003	FRGHT	FL70	2800A B	1FVABTBV83HL09413	12677
1715	1987	WHITE	WX42	3300	1WXDAHAC1HN123001	12090
1718	1993	FRGHT	FL70	3000A BL	1FV6HFAA3PL494168	12093
1719	1994	FRGHT	FL70	3000A B	1FV6HFAA0RL710139	12678
1720	1994	FRGHT	FL70	3000A BL	1FV6HFAA9RL710138	12094
1721	1994	FRGHT	FL70	3000A BL	1FV6HFAAXRL556412	12095
1722	1995	FRGHT	FL70	3000A B	1FV6HFAA1SL635246	12679
1723	1995	FORD	LN8000	3000A BL	1FDXR82E2SVA07769	12096
1724	1995	FORD	LN8000	3000A BL	1FDXR82E0SVA07768	12097
1725	1994	FORD	LN8000	2800A TL	1FDXR82E0RVA21986	12098
1727	1996	MACK	RD690	5000A BL	1M2P264CXTM019583	12102
1729	2000	FRGHT	FL70	3000A BL	1FV6HFBAXYHF06600	12106
1770	1989	FORD	LNT9000		1FDYW90W3KVA48197	28222
1771	1989	MACK	R688ST		1M2N187Y3KW029047	11735
1773	1985	MACK	R686ST		1M2N179Y8FA001156	11734
1775	1990	FRHT	FLD120		1FUZYDCYBLH376750	11767
1776	1990	PETER	375		1XPBDE9X2LN302261	17953
1785	1981	HEIL	11800A		1HLA3A7B0B7K51719	11726

	1786	1980	FRUHF	11500A		UNT022402	11763
	1787	1978	FRUHF	10900		UN2606704	11762
	1788	1987	HEIL	9400A		1HLA3A7B3H7H53457	11764
	1790	1985	HEIL	8500A		1HLA3A7BXF7G53045	11727
	1791	1976	TRLMB	9250A		P40054	11761
	1793	1978	FRUHF	9200A		UNZ596008	28224
<b>Woods</b>	1551	1995	FRHGT	FL70	2700	1FV6HLBA7SL686294	17156
	1553	1998	FRGHT	FL70	2700	1FV6HLBA2WH915067	17158
	1561	2000	FRGHT	FL70	2700	1FV6HJBAXYHA37835	17159
	1562	2001	FRGHT	FL70	2700	1FVABTAK31HG48605	17160
	1564	2002	FRGHT	FL70	2700	1FVABTAK72HJ83342	17162
	1565	2003	FRGHT	FL70	2800	1FVACXAK93HL69535	17163
	1566	2003	FRGHT	FL70	2800	1FVABTAK43HK55227	17164
	1567	2004	FRGHT	M2-106	2700	1FVACXDC14HN51865	17165
	1568	2004	FRGHT	M2-106	2700	1FVACXDC34HN51866	17166
	1571	1997	FRGHT	FL70	2700	1FV6HLBA9VH667415	17157
	1572	1984	FORD	F-700	2200	1FDXF70H7EVA45342	17144
	1573	1993	FRGHT	FL70	2700	1FV6HFAA8PL481674	17155
	1575	2007	FRGHT	M2-106	2700	1FVACXDC87HY21906	17167
	1583	1988	FORD	LN8	2700	1FDXR82A9JVA47455	17154
<b>Burke</b>	1700	2000	Peterbilt	330	2800A	1NPNHD8X9YS528023	16968
	1701	2000	Peterbilt	330	2800A	1NPNHD8X7YS528022	16967
	1702	2007	Freightliner	M2-106	3600A	1FVFCYDC47HY19355	31165
	1703	2007	Mack	Granite -CTP	4500A	1M2AT04C47M004924	31164
	1704	2005	Internat'l	7400	3600A	1HTWCAARX5J007532	18774
	1705	2005	Internat'l	7400	3600A	1HTWCAAR15J007533	18775
	1706	2002	Kenworth	T300	2800A	2NKMHZ7X12M891907	17065
	1707	2001	Kenworth	T300	2800A	2NKMHZ7XX1M876840	17066
	1708	1995	Internat'l	4900	2800A	1HTSDAAN5SH679557	17067
	1709	1989	Ford	LN8000	2800A	1FDXR82A1KVA45541	17068
	1713	1990	Ford	LN8000	3000A	1FDXR82A6LVA02833	13991
	1717	1997	Ford	L9000	3000A	1FDYR90L5VVA17423	15834
	1718	1998	Ford	LO8	2800A	1FDXN80F2WVA41160	13998
	1723	1993	Mack	MS3	2800A	VG6M118B8PB300647	13996
	1732	2005	Internat'l	7600	5000A	1HTWYSBT25J007526	18773
	1736	2001	Peterbilt	330	3000A	2NPNHD8X21M558663	16814
	1737	2001	Peterbilt	330	3000A	2NPNHD8X71M558626	16813
	1738	2004	Peterbilt	330	3200A	2NPNHD8X54M810877	18288

1739	1997	Ford	L9T	4000A	1FDYS96T0VVA30883	13999
1740	1995	Ford	L9000	3200A	1FDYR90L0SVA83809	15833
1744	1999	Inter	4900	2800A	1HTSDAAN9XH661599	17047
1745	1990	Inter	4900	3200A	1HTSETVR4LH206773	17048
1746	1985	Inter	S1980	3000A	1HTLDTVN9FHA35305	17049
1750	1998	Peterbilt	330	2800A	3BPNHD7X3WF457811	16272
1751	1999	Peterbilt	330	2800A	3BPNHD7XXXF494338	17031
1752	1995	Volvo	VFE	2800A	4V52AEHD6SR474415	13970
1767	1995	Ford	L9000	2800A	1FDYR90L1SVA17415	13977
1768	1995	Ford	L9000	3000A	1FDYR90LXSVA17414	13978
1769	1994	Ford	L9000	3000A	1FDYR90L5RVA09585	13979
1774	1998	Internat'l	DT466	2800A	1HTSDAANXWH555368	17214
1780	2005	Internat'l	7600		1HSWYSBR35J131149	18776
1783	1998	Peterbilt	378		1XPFD80X0WN456842	16271
1786	2002	Peterbilt	357		1XPADB0X92D574415	unknown
1787	2002	Peterbilt	357		1XPADB0X42N574588	unknown
1790	2005	HEIL	A9200		5HTAB432257H68515	18810
1793	1993	Fruehauf	A9200		1H4T04337PL001101	14004
1794	1995	Fruehauf	A9200		4J8T04236ST009001	14005
1797	2002	Fruehauf	A9200		4J8T042382T003801	15712
<b>Carpenter &amp; Smith</b>						
1000	2002	Mack	RB600	4500A	1M3AM27K22M001102	17230
1001	1994	Marmon	SBA	4500A	1JUDEF185R1000040	17231
1002	2001	Intnat'l	4900	2700A	1HTSDAAN21H329656	17232
1003	2000	Intnat'l	4800	2000A	1HTSEAAAN8YH254114	17233
1005	2005	Intnat'l	7400	2700A	1HTWCAAN55J050141	17235
1006	2002	Intnat'l	4300	2700A	1HTMMAAN22H505194	17236
1007	2004	Mack	RB600	4500A	1M3AM27K04M001103	17237
1008	1990	Intnat'l	4900	2700A	1HTSDTVN5LH690744	17238
1009	1990	Ford	LN8000	2700S	1FDXR82AXLVA05914	17239
1010	2007	Intnat'l	7400	2700A	1HTWCAAN27J428578	17240
1011	1997	Intnat'l	4900	2800	1HTSDAAN7VH446512	18922
1014	1987	Ford	L8000	3600 A	1FDYR80U6HV59039	31271
1015	1989	Ford	L8000	3600 A	1FDYR82A6KVA46530	31272
<b>Region</b>						
1501	1986	FORD	LN8000	3400A	1FDXR80U0GVA52792	14117
1504	1993	FORD	LS8000	3400A	1FDYS82E3PVA06095	14138
1509	1994	GMC	TOPKICK	2800A	1GDM7H1J1RJ518401	14115
1510	1990	FORD	LN8000	2800A	1FDXR82A5LVA04976	14125
1511	1998	FREIGHTL	FL70	3000A	1FV6HFB8WH901868	14126

1512	1988	FREIGHTL	FLC112	4000A	1FVXZWYB8JH405902	17955
1514	1993	FORD	LN8000	2700A	1FDYR82E2RVA18768	13891
1515	2001	STERLING	L8500	3400A	2FZAAWAKX1AH80864	28169
1516	2002	STERLING	L8500	3400A	2FZAAWAK92AJ88418	28170
1518	1993	FORD	LS8000	3400A	1FDYS82E1PVA06094	14141
1519	1997	FORD	LS8000	3400A	1FDYS82E8VVA22063	15831
1520	1997	FORD	LS8000	3400A	1FDYS82EXVVA22064	15832
1521	2001	STERLING	L8500	3400A	2FZAAWAK81AH80863	16811
1522	1998	FORD	L8000	2800A	1FDXN80F3WVA05588	18280
1523	1998	FORD	LS8000	3600A	1FDYS80E4WVA24266	16262
1524	1999	STERLING	L8513	3400A	2FZ6MLBB3XAB16019	16975
1526	1996	FORD	LS8000	3400A	1FDYS82EXTVA17864	15830
1527	1995	FORD	LS8000	3400A	1FDYS82E2SVA21700	14146
1529	1993	FORD	LS8000	3400A	1FDYS82E5PVA06096	14148
1530	1994	IH	4900	2800A	1HTSDAAN4RH570842	14152
1533	2004	STERLING	L8500	2800S	2FZAAVAK34AM59308	18313
1534	2002	FREIGHTL	FL80	3300A	1FVABXAK72HJ84983	18251
1543	1992	FORD	LN8000	3000A	1FDYR82A6NVA03942	13895
1547	1995	FORD	LN8000	3000A	1FDYR82E3SVA12516	13897
1548	2004	STERLING	L8500	3400A	2FZAAVAK54AM59309	18314
1552	1998	INTERNAT'L	4900	2800S	1HTSDAAN2WH538306	17045
1580	1996	KENWORTH	T800		1XKDDR9X3TS21971	32229
1585	1997	WESTERN	4900		2WKPDDCF2VK946554	15808
1586	1998	FORD	LT9500		1FTYS96W2WVA18587	16261
1588	2002	STERLING	L9500		2FWJAZAS22AJ81647	15663
1595	1999	FRUEHAUL	9200A		4J8T04326XT001901	16976
1596	2000	FRUEHAUL	9200A		4J8T042271T008901	14136
1597	2001	FRUEHAUL	9200A		4J8T042252TOO2001	15691
1598	1998	HEIL	9200A		5HTAB432OW7H61807	16257
1599	2005	HEIL	9200A		5HTAB432057H68514	18809
1650	1997	FORD	LN8000	3400/A	1FDYS82E6VVA19839	15835
1651	1990	MACK	DM685	4700/A	1M2B197C7LM007191	13907
1653	1999	INTER	4400	3400/A	1HTSDADR0XH667600	17018
1655	2005	INTER	4300	BOBTAIL	1HTMMAAN55H119647	28118
1656	2004	INTER	4400	3000/A	1HTMKADN94H662709	18473
1659	1988	MACK	DM685	4300/A	1M2B179C7JM004094	13908
1660	1988	MACK	DM685	4300/A	1M2B179C0JM004096	13909
1662	1992	MACK	DM685	4000/A	1M2B221C6NM009577	13915
1663	1990	MACK	DM685	4300/A	1M2B179C0LM006806	13910

Effron



**Leffler**

1666	1998	PETER	330	3400/A	3BPNHD8X7WF457812	16273
1672	1990	GMC	8500	2850A	1GDM7H1J4LJ601098	17401
1675	1991	MACK	DM685	4300/A	1M2B221C8MM008428	13901
1679	1994	FORD	LN8000	3500/A	1FDYS82E5RVA18767	13903
1689	2004	INTER	4300	3000/A	1HTMMAAN55H121429	18781
1699	2005	INTER	8600	4500/A	1HTWYSBT65J007531	18780
1200	2006	INTERNAT'L	4300	3000S	1HTMMAAN96H247388	19946
1201	1997	INTERNAT'L	4700	3000S	1HTSCAAN7VH463149	19947
1202	2005	INTERNAT'L	4300	2800A	1HTMMAAN55H121043	19948
1205	2000	FRTLINER	FL70	3100A	1FV6HJAAGYH46602	19949
1902	2006	INTNAT'L	4400	2800 A	1HTMKAAN36H239700	31572
1903	2002	PETERBILT	357	4800	1NPALUDX32N578060	31191
1904	2004	PETERBILT	357	3300 A	2NPNHD8X04M830180	31190
1905	2005	INTER	7600	5000A	1HTWYSBT85J007529	28092
1906	1999	FRTLINER	FL70	3000 A	1FV6JFAB4XHA83851	16160
1907	1999	FRTLINER	FL70	3000 A	1FV6JFAB6XHA83852	16152
1913	1999	IH	4900	3400 A	1HTSDAAN3XH608333	16164
1914	1999	IH	4900	3200 A	1HTSDAAN5XH608334	16165
1918	2000	FRTLINER	FL70	2800 A	1FV6HJBA5YHF86746	16154
1919	2000	FRTLINER	FL80	4400 A	1FV6JJC3YHG54778	16169
1920	2002	FRTLINER	FL60	3000 S	1FVABTAK82HJ20685	16350
1921	2003	FRTLINER	FL70	3499 S	1FVABTCS43HL12880	16369
1923	1999	IH	4700	3000 S.	1HTSCAAN2XH225342	17897
1928	1990	KW	T800	4200 A	2NKDLR9X7JM519675	16294
1929	1991	KW	T800	4200 A	2NKDLR9X9JM519676	19295
1932	1988	KW	T800	4600 A	1NKDLR9X1KJ521334	16290
1933	1989	KW	T800	4600 A	2NKDLR9X5KM536251	16299
1934	1989	KW	T800	4600 A	2NKDLR9X7KM536252	16300
1935	1989	KW	T800	3500 A	2XKDDR9X6KM537881	16301
1936	1989	KW	T800	3500 A	2XKDDR9X2KM537926	16293
1937	1991	KW	T800	3500 A	1XKDDR9X4MJ563504	16304
1938	1991	KW	T800	4700 A	1NKDLR9X5MJ567008	16305
1939	1991	KW	T800	4600 A	1NKDLR9X7MJ567009	16306
1940	1992	IH	4900	3200 A	1HTSDPBR7NH405527	16308
1943	1994	FRTLINER	FL106	4400 A	1FVX8HCBXRL456929	16316
1944	1994	FRTLINER	FL106	4200 A	1FVX8HCB6RL456930	16317
1946	1995	FRTLINER	FL106	4600 A	1FVX8HCB5SL581553	16323
1947	1995	FRTLINER	FL106	4600 A	1FVX8HCB7SL581554	16957
1948	1995	FRTLINER	FL106	4500 A	1FVX8HCB9SL708854	16325

1949	1995	KW	T800	2800 A	2NKM77X9SM649483	16326
1950	1997	KW	T800	4600 A	1NKDLS9X2VJ737463	16338
1951	1997	KW	T800	4500 A	1NKDLS9X4VJ737464	16339
1952	1997	KW	T800	4700 A	1NKDLS9X6VJ737465	16340
1953	1997	KW	T800	4700 A	1NKDLS9X8VJ737466	16341
1954	1997	KW	T800	4600 A	1NKDLS9XXVJ737467	19097
1955	1997	KW	T800	4200 A	1NKDLS9X1VJ737468	16343
1956	1997	KW	T880	4200 A	1NKDLS9X3VJ737469	16344
1957	1996	KW	T800	2800 A	2XKMA77X9TM667509	16347
1958	1997	KW	T800	4700 A	1NKDLS9X4VJ744429	16345
1964	1994	FRTLINER	FL70	2800 A	1FV6HLBAORL834599	16314
1966	1995	FRTLINER	FL70	3100 A	1FV6HLBA2SL604083	16320
1973	2001	KW	T300	3000 A	2NKMHD7XX1M856235	16351
1974	1996	FRTLINER	FL70	3000 A	1FV6HJAA3TL701462	16327
1975	2003	FRTLINER	FL80	4200 A	1FVHBXCS73HL68639	16370
1976	2003	FRTLINER	FL80	4200 A	1FVHBXCS33HL68640	16371
1977	1995	FRTLINER	FL106	4600 A	1FVX8HCB3SL581552	16322
1978	1990	FRTLINER	FL120	3500 A	1FUYZDZYB1LH391532	16302
1982	1996	KW	T-8		1XKDDR9X5TJ721976	16875
1983	1996	KW	T-8		1XKDDR9X9TJ721978	31573
1985	1996	KW	T800		1XKDDR9X5TS721972	16333
1987	1996	KW	T800		1XKDDR9X9TS721974	17923
1990	1988	FRUEHAUF	9200 A		1H4T04327JK018601	16289
1992	1996	FRUEHAUF	9200 A		4J8T04326TT016702	16346
1993	1996	FRUEHAUF	9200 A		4J8T04328TT016703	16328
1994	1996	FRUEHAUF	9200 A		4J8T0432XTT016704	16329
1995	1997	FRUEHAUF	9200 A		4J8T0432XVT002501	16336
1996	1973	BUTLER	6500 A		2496232	16286
1401	1992	INTERNAT'L	4900	3000A	1HTSDNUR2NH418039	19848
1405	1988	Ford	C-8000	3400/A	1FDYD80U3JVA04164	19265
1409	1995	Peterbuilt	200	3000/A	1XPMH77X1SM608576	19267
1414	2005	International	7600	5500/A	1HTWYSBT65J007528	19840
1420	1994	Freightliner	FL80	3400/A	1FVX8HCB8RL456928	19708
1424	1985	Ford	L-8000	3400/A	1FDXR80U7FVA63030	19271
1425	1987	Ford	L-8000	3400/A	1FDXR82A5HVA59354	19272
1430	1995	Freightliner	FL80	3400/A	1FVX8HCB1SL581551	19707
1436	1995	Freightliner	FL80	4600/A	1FVZJLBB9SL706605	19276
1447	1982	Ford	C-8000	3100/A	1FDYD80U2DVA16231	19270
1452	1989	Ford	L-8000	3400/A	1FDXR82A2KVA52367	19279

**Tullytown**

	1459	1995	Freightliner	FL80	4600/A	1FVZJLBB4SL575051	15837
	1460	1995	Freightliner	FL80	4600/A	1FVZJLBB7SL706604	15838
	1464	1999	Freightliner	FL80	4600/A	1FV6JJBXYHF88148	unknown
<b>Upper Darby</b>	1300	2000	Peterbilt	330	3400A	1NPNHD8X8YS510581	19779
	1302	2005	IH	7600	5000A	1HTWYSBT45J007530	19838
	1303	1989	INTERNTL	4900	3100A	1HTZSZ3R7KH644408	19807
	1305	2001	Peterbilt	330	3400A	2NPNHD8X21M558310	19743
	1307	1989	FORD	LS8000	3400A	1FDXR82AOKVA34627	19849
	1308	1990	FORD	LS8000	3200A	1FDYS82A4LVA03200	28015
	1318	1995	MACK	MS250P	2100A	VG6M117BOSB201699	19682
	1327	1995	FORD	LS 8000	3500A	1FDYS82E0SVA14115	19260
	1340	2002	Sterl Actera	M8500	3600A	2FZAANAK72AJ73734	19773
	1341	2004	Sterl Actera	M8500	3600A	2FZACHAK94AM14482	19819
	1359	1997	FORD	LS 8000	3400A	1FDYS82E6VVA19789	15842
	1360	1996	FORD	LS 8000	3400A	1FDYS82E7TVA07292	15841
	1361	1994	FORD	LS 8000	3700A	1FDYS82E2RVA18774	19251
	1362	1998	Peterbilt	330	3500A	3BPNHD8X7WF463142	19723
	1363	1992	FORD	LS 8000	3500A	1FDYS82AONVA36665	19252
	1371	1997	IH	4900	2500A	1HTSDAAN6VH425182	19672
	1372	1997	IH	4900	2500A	1HTSDAAN8VH425183	19673
	1380	2005	IH	7600		1HSWYSBRX5J131150	19839
	1383	1999	IH	9200		2HSFMAXR8XCO25991	19788
	1390	1993	HEIL	9200A		1HLA3A7B7R7H57299	19261
	1391	2007	HEIL	8500A		5HTAB432177G72300	31166
	1399	1976	HEIL	8500A		1HLA3A7B3H7H53736	19262
<b>Wallace</b>	1611	1993	INT'L	4900	3000/A	1HTSDPPN7PH494282	13950
	1612	1999	FREIG	F80	4500/A	1FVXJLBB4XHA56098	17056
	1613	1997	INT'L	4900	3000/A	1HTSDAANXVH438405	13951
	1614	1999	INT'L	4900	3000/A	1HTSDAANI1XH615622	13953
	1616	2000	KW	T300	3200/S	1NKMHD7X5YS842092	19859
	1630	1997	INT'L	4900	3000/A	1HTSDAAN7VH438412	13956
	1634	1997	INT'L	4900	2800/A	1HTSDAAN8VH471516	unknown
	1639	1994	INT'L	4900	2800/A	1HTSDAAN9RH586034	13948
	1644	2001	INT'L	4900	3000/A	1HTSDAAN01H362963	16618
	1646	1995	INT'L	4900	2600/A	1HTSDAANI1SH645860	13945
	1647	1995	INT'L	4900	2800/A	1HTSDAAN9SH605767	13946
	1648	2004	INT'L	4400	2800/A	1HTMKAAN24H679985	16619
	1649	2006	FREIG	M2-106	3200/S	1FVACXCS96HW64071	16894

**Wantagh**

1802	2007	Mack	CTP713	4500/A	1M2AT04C27M004923	31162
1803	2007	MACK	CTP713	4500/A	1M2AT04C67M004925	31163
1804	2003	Intl	7600	4400/A	1HTWYATTX3J063302	17818
1805	1987	Mack	MR	3400 / A	1M2K125CXHM010331	14046
1807	1983	Mack	R	4800 / A	1M2N128C5DA032287	14048
1808	1983	Mack	R	4800 / A	1M2N128C7DA032288	14049
1812	1980	Mack	R	4800 / A	R685ST79880	14044
1814	1982	Mack	R	4800 / A	1M2N128C6CA032006	14008
1815	1982	Mack	R	4600 / A	1M2N128C8CA032007	14009
1821	1990	Mack	MR	4800/A	1M2K175C3LM003131	16675
1825	1992	Ford	L8000	3000 / A	1FDXR82A6NVA27735	17397
1828	1980	Mack	R	3400 / A	R606T1188	14040
1829	1988	Mack	DM	4600 / A	1M2B179C6JM004099	14034
1830	1995	Mack	RD	3400 / A	1M2P288C6SM017687	14028
1831	1995	Mack	RD	3400 / A	1M2P288C4SM017686	14029
1834	1990	Mack	DM	5000 / A	1M2B179C1LM007012	14010
1835	1990	Mack	DM	4000 / A	1M2B179C3LM007013	14011
1836	1994	Mack	DM	3400 / A	1M2B205C3RM013106	14012
1840	1993	Mack	DM	5000 / A	1M2B221C7PM010823	14037
1844	1988	Mack	DM	4400 / A	1M2B116C3JW007113	14031
1845	1988	Mack	DM	4000 / A	1M2B179C9JM004095	14032
1846	1988	Mack	DM	4000 / A	1M2B179C5JM004093	14033
1848	1988	Mack	DM	4600 / A	1M2B179C9JM004100	14035
1849	1993	Mack	DM	3400 / A	1M2B205C0PM010824	14036
1850	2001	Mack	RD	3400 / A	1M2P288C31M032842	14052
1860	2002	Mack	RD	3400 / A	1M2P288C42M034049	16942
1861	2002	Mack	RD	3400 / A	1M2P288C22M034048	16941
1870	1992	Mack	DM	3400 / A	1M2B205C7NM009683	14019
1871	1992	Mack	DM	3400 / A	1M2B205C2NM009682	14020
1878	1991	Mack	DM	3400 / A	1M2B205C8MM008427	14050
1879	1991	Mack	DM	3400 / A	1M2B205C6MM008426	14051
1880	2005	Mack	CH		1M1AJ06Y65N001985	18772
1881	2005	Mack	CH		1M1AJ06Y85N001986	18771
1883	1990	Mack	CH		1M2AA06Y6LW006462	14058
1884	1992	Mack	CH		1M2AA13YXNW015338	14059
1888	1997	Mack	CH		1M1AA14Y0VW072750	14055
1890	2005	Heil	10600 / A		5HTAB413857J68512	18807
1891	2005	Heil	10600 / A		5HTAB413X57J68513	18808
1892	1996	CUSTOM	9500 A		1C9A1B2B6TS001233	31532

	1894	1995	Heil /Tag F2 E10600	10600 / A		1HLA3A7B8S7J58558	14061
			Fruehauf/Tag F2				
	1895	1991	ESF106	10600 / A		1H4T04229NL001901	14062
			Fruehauf/Tag F2				
	1896	1980	E9200	9200 / A		UNT002201	14063
			Fruehauf/Tag F2				
	1898	1982	E9200	9200 / A		1H4T04125CK007201	14067
			Fruehauf/Tag F2				
	1899	1981	E9200	9200 / A		1H4T04127BK020501	14066
<b>Arlington - Washington</b>	1265	2002	FRGHT	FL80	3300/A	1FVABXAK32HJ84978	18222
	1266	2002	FRGHT	FL80	3400/2/A	1FVABXAK52HJ84979	18223
	1267	2002	FRGHT	FL80	3300/A	1FVABXAK02HJ84985	18225
	1268	2005	INTHR	7400	3600/A	1HTWCAAR45J045774	18631
	1804	1990	FORD	LN8000	2800/1/A	1FDXR82A1LVA10127	6568
	1806	1987	FORD	LN8000	2800/1/A	1FDXR80U5HVA63501	6570
	1810	2002	FRGHT	FL80	3400/A	1FVABXAK62HJ84974	18219
	1811	2002	FRGHT	FL80	3300/A	1FVABXAK42HJ84987	18220
	1891	2005	INTHR	7400	3600/A	1HTWCAAR85J045776	18632
	1893	2002	FRGHT	FL80	3000/A *2	1FVABXAK92HJ84984	18221
	1281	1987	FORD	LS8000		1FDZU90W0HVA59449	18231
	1292	1977	FRUEHAUF	9200/A		UNY581401	31451
<b>Baltimore</b>	1702	2007	FRGHT	M2106	3600/1	1FVFCYDC77HY19351	31189
	1708	1986	FORD	CF7000	2300/A	9BFXH70P6GDM00666	18208
	1710	1985	FORD	LN8000	3000/A*1	1FDXR80U6FVA47899	12140
	1720	1990	FORD	LS8000	3200A	1FDYS82A1LYA03199	19045
	1724	1992	FORD	LS8000	3000/A	1FDXR82AXNVA37894	28168
	1748	1986	FORD	LN8000	3000/A*2	1FDXR80U6GVA20428	4888
	1753	2005	INTHR	7400	3600/A*1	1HTWCAAR25J045773	18627
	1754	2005	INTHR	7400	3600/A*1	1HTWCAAR65J045775	18629
	1776	2002	FRGHT	FL80	3300/A*2	1FVABXAK12HJ84977	18217
	1777	2002	FRGHT	FL80	3000/A*1	1FVABXAK22HJ84986	18218
	1789	1996	INT'L	8200		1HSHGAER7TH272067	12040
	1790	1996	KENWORTH	T800		1XKDDR9X7TS721973	31228
	1787	1983	FRUEHF	9200/A		1H4T04120EK006010	4909
	1788	1988	FRUEHF	8500/A		1H4T04329JL012101	4908
<b>Kenil</b>	1326	1988	FORD	L8000	3300/2/A	1FDYS80U0JVA53845	31970
	1327	2005	INTL	7600	5000/A	1HTWYSBT55J045798	18755
	1330	1985	FORD	L8000	3000/A	1FDXR80UGFVA46784	18055
	1333	1979	MACK	MR606	4400/A	MR606S1017	31907
	1354	1988	FORD	L-8000	3300/A	1FDYS80U2JVA53846	12957

	1368	1995	INTL	4400	3400/A	1HTSG0009SH653003	12999
	1370	1995	FORD	L-8000	2950/A	1FDXR82E1SVA12056	13000
	1375	1986	INTL	S-1900	2800/A	1HTLDTVN8GHA58172	13011
	1380	1994	FORD	L-8000	2800/A	1FDXR72C3RVA17763	13041
	1384	1995	FORD	L-8000	3000/A	1FDXR82E6SVA22209	13066
	1387	1986	FORD	LN-8000	3600/A	1FDXR80U9GVA08208	13089
	1389	1995	FRGHT	FL70	2800/A	1FV6HLBA8SL664594	13092
	1390	1997	FRGHT	FL70	2800/A	1FV6HLBA0VH828508	13093
	1391	2002	FRGHT	FL70	2800/A	1FVABTBS82HJ53135	13094
	1392	2005	INTL	7600	5000/A	1HTWYSBT35J045783	18628
	1393	2005	INTL	7600	5000/A	1HTWYSBT55J045784	18630
<b>Lakewood</b>	1452	1988	FORD	L-8000	2800/A	1FDXR82A4JVA00320	18088
	1456	1988	GMC	7000	2800 A	J8DM7A1SXJ3300033	32372
	1457	1985	FORD	L-8000	3000/A	1FDXR80U1FVA70801	18053
	1459	1984	FORD	L-8000	3000/A	1FDXR80U3EVA59345	18056
	1465	1990	INTL	4900	2800/A	1HTSDTVN7LH264375	18100
	1467	2004	INTL	7600	5000/A	1HTWYAXT34J085265	18658
	1469	2002	FRGHT	FL80	3000/A	1FVABXAK82HJ84989	18215
	1470	2007	FRGHT	M-2106	3600/A	1FVFCYDC57HY19350	31154
	1480	1996	FORD	L-8000	3400/A	1FDXR82E1TVA14536	18149
	1485	2005	STERLING	ACT	2800/A	2FZACGDC05AU93637	18159
<b>South Plainfield</b>	1101	1987	FORD	LN8000	2700/A	1FDXR82A1HVA61263	18930
	1105	2005	GMC	T8500	3600A	1GDT8F43X5F505752	28288
	1107	1988	GMC	TOP KICK	3100/A	1GDM7D1Y6JV504853	12901
	1110	1980	FORD	LN8000	3000/A	R80UVJJ5366	11922
	1115	1995	FORD	LS8000	3000/A	1FDYR82EXSVA27210	31843
<b>Allentown - Reading</b>	1601	2004	INTL	7600	5000/A	1HTWYAXT54J085266	18662
	1604	1997	INTL	4900	3400A	1HTSDAAN1VH451317	16337
	1605	1981	INTL	S1900	3000A	1HTAA1854BH30006	11981
	1637	1994	FORD	F800	2800/A	1FDXK84E6RVA21069	11356
	1638	1988	INTL	S1954	3000/A	1HTLDTVN8JH554805	11328
	1642	1990	INTL	4900	2800/A	1HTSDTVN3LH216565	11336
	1654	1991	FORD	LS8000	3400/A	1FDYS82A5MVA08360	28016
	1659	1995	INTL	LN8000	3000/A	1FDYR82E2SVA18050	11099
	1686	1987	FORD	LN8000	3300/A	1FDXR80U1HVA30043	11118
	1689	1996	VOLVO	FE	3200/A	4V52AEFD6TR475892	11123
	1690	1997	VOLVO	FE	2800/A	4VE2AKFD5VR476646	11122
	1694	2005	INTL	7600	5000/A	1HTWYSBT85J045794	18757

<b>Philadelphia</b>	1551	1988	INTERNATIONAL	S1954	3300 / A	1HTLDUXN6JH541974	11133
	1558	1988	INTERNATIONAL	S1900	2800 / A	1HTLDTVN5JH570587	11254
	1559	1990	INTERNATIONAL	S4900	2800 / A	1HTSDTVNXLH223996	11256
	1560	1990	INTERNATIONAL	S4900	3200 / A	1HTSDTVR4LH223995	11255
	1564	1991	MACK	MS250P	2600 / A	VG6M114BXMB200762	11224
	1566	1994	FORD	LN8000	2800 / A	1FDXR82E8RVA37949	11221
	1568	1994	FORD	LN8000	2800 / A	1FDXR82E2RVA12898	11226
	1576	1996	FORD	LN8000	4000 / A	1FDYR82E0TVA04990	11300
	1592	1993	INTERNATIONAL	9370 EAGLE		2HSFBBHR6PC070356	11266
	1593	1985	Heil	8000/A		1HLA3A7B1E7G52798	11189
	1594	1989	Heil	9200/A		1HLA3A7B2K7H54476	11246
<b>Pennsauken</b>	1500	2007	FRIGHT	M-2106	3600/A	1FVFCYDC97HY19352	31147
	1501	1979	FORD	LN-8000	3000/A	R80DVDC8864	17554
	1506	2005	INTL	7400	3600/A	1HTWCAAR15J006527	18497
	1531	1998	KEN	T300	2800/A	3NKMHD7XOWF763665	17633
	1536	1988	FORD	LN-8000	2800/A	1FDXR80UXJVA48790	17639
	1537	2000	KEN	T300	2800/A	1NKMHD7X9YS830088	17641
	1538	2005	INTL	7600	5000/A	1HTWYSBT65J045793	18753
<b>Princeton</b>	1400	2002	FRGHT	FL80	3300/2/A	1FVABXAKX2HJ84976	18248
	1401	2001	FRGHT	FL70	2800/A	1FVABTBV41HH19755	17831
	1411	1995	FORD	LN8000	2800/2/A	1FDXR82E8SVA08408	17678
	1412	1986	FORD	L8000	3000/1/A	1FDXR80O6GVA23717	12308
	1432	1978	FORD	L8000	3000/1/A	R80DVCH0238	17423
	1447	1978	FORD	L8000	2800/3/A	R80DVBG6647	17424
<b>Southern Propane</b>	1439	2007	CHEV	BOBTAIL	3499WC	1GDM7C1GX7F426694	28152
	1440	2006	GMC	BOBTAIL	3200WC	1GDM7C1G96F415135	28151
	1441	1999	FRGHT	BOBTAIL	3000WC	1FV6HFFA7XH989355	28150
	1442	1994	FORD	BOBTAIL	3200 WC	1FDXF7088RVA27759	28149

VANS

<u>Location</u>	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity</u>	<u>Vin #</u>	<u>FAS #</u>
<b>Carroll</b>	S650	2000	Ford	E350	Van	1FTNE2420YHB43543	31331
	S663	2006	Ford	E250	Van	1FTNE24W16DA48156	31332
	S664	2006	Ford	E250	Van	1FTNE24W56DA48158	31333
	S665	2007	Ford	E250	Van	1FTNE24W27DA21985	31334
	S666	2007	Ford	E250	Van	1FTNE24W07DA45928	31335
	S667	2007	Ford	E250	Van	1FTNE24W47DA54762	31336
	S668	2006	Ford	E250	Van	1FTNE24WX6HA85215	31339
	S669	2006	Ford	E250	Van	1FTNE24W66HA42927	31337
	S670	2007	Ford	E250	Van	1FTNE24W46DB06518	31338
	S671	2007	Ford	E250	Van	1FTNE24W06DB06516	31342
	S672	2007	Ford	E250	Van	1FTNE24W27DA45929	31343
	S673	2007	Ford	E250	Van	1FTNE24W07DA45931	31344
	S674	2007	Ford	E250	Van	1FTNE24W67DA45934	31345
	S675	2007	Ford	E250	Van	1FTNE24W87DA45935	31346
	S676	2007	Ford	E250	Van	1FTNE24W17DA45937	31347
	S677	2007	Ford	E250	Van	1FTNE24W37DA45938	31348
	S678	2007	Ford	E250	Van	1FTNE24W17DA63581	31349
	S679	2007	Ford	E250	Van	1FTNE24W37DA63582	31350
	S681	2007	Ford	E250	CL Utility	1FTNE24WX7DA21989	31352
	S682	2006	Ford	F350	CL Utility	1FDWF36P46ED00145	31346
S683	2006	Ford	F350	CL Utility	1FDWF36P26EC38101	31341	
S688	2004	Ford	E350	CL Utility	1FDSE35L44HA27817	31353	
S689	2003	Ford	E350	CL Utility	1FDSE35L53HA74630	31354	
S690	2003	Ford	E350	CL Utility	1FDSE35L73HA90540	31355	
S694	2003	Ford	E3	Van	1FTSE3466HB29513	18296	
<b>Hardy</b>	S001	2007	Ford	E250	Van	1FTNE24W87DB41421	17768
	S002	2006	Ford	E250	Van	1FTNE24WX6DB16390	17393
	S004	2001	Ford	E250	Van	1FTNE242X1HA03134	17744
	S005	2001	Ford	E250	Van	1FTNE242X1HA09192	17743
	S007	2003	Ford	E250	Van	1FTNE242X3HA14413	17747
	S011	2002	Ford	E250	Van	1FTNE24242HA51021	17775
	S013	2006	Ford	E350	Box	1FDSE35L06HB01446	17763
	S016	2000	GMC	2500	Utility	1GDGC34R3YF474402	17754
	S017	2002	Ford	E250	Van	1FTNE24272HA42572	17781
	S019	2004	Ford	F250	Utility	1FTNE20L14ED72823	17759
	S020	2005	Chevrolet	1500	Utility	1GBHC24UX5E254932	17761
	S023	2005	Ford	E350	Box	1FDWE35L85HA87795	17760
	S025	2004	GMC	2500	Box	1GDJG31U341120079	17758
	S030	2004	Ford	E350	Box	1FDSE35L54HA96435	17757



	S034	2005	Ford	E250	Van	1FTNE24W75HA11376	17784
	S035	2005	Ford	F250	Utility	1FDNF20525EB87677	17762
	S037	2006	GMC	SAVAN	Van	1GTHG352861124840	18879
	S038	2006	GMC	SAVAN	Van	1GTHG352X61125052	18880
	S039	2006	CHEVY	3500EXP	Van	1GCHB352461163599	18878
	S042	2005	Ford	E250	Van	1FTNE24W95HA86063	17750
	S052	2001	Ford	E250	Van	1FTNE24291HA91495	17746
	SO58	2013	FORD	F250	Pick up	1FTBFB68DEB60365	
	S063	2005	Ford	E250	Van	1FTNE24WX5HB46495	17785
	S064	2003	Ford	E250	Van	1FTNE24213HA04434	17782
	S065	2004	Ford	E250	Van	1FTNE24W24HA37480	17773
	S071	2006	Ford	E250	Van	1FTNE24W16HB34219	17395
	S089	2006	Ford	E250	Van	1FTNE24W66HA60859	17751
<b>Hicksville Patterson</b>	S122	2006	FORD	E250	VAN	1FTNE24W26DB16156	18686
	S125	2007	FORD	E250	VAN	1FTNE24W27DA03356	18684
	S129	2004	GMC	G30	VAN	1GTHG35U141222896	18689
<b>Maspeth</b>	S321	2006	FORD	E250	VAN	1FTNE24W64HA78356	31200
	S324	2009	FORD	E250	VAN	1FTNE24W49DA06987	19102
<b>Plainview</b>	S833	2007	CHEV	EXPRESS	CUBE	1GBHG31U571252420	30964
<b>Hoffberger</b>	S6210	2004	FORD	E350	VAN	1FTSE34L44HB34095	31512
	S6211	2004	FORD	E350	VAN	1FTSE34L64HB30789	31513
<b>Hoffman Trumbull</b>	S6752	2003	GMC	SAVA	VAN	1GTHG35U231177353	28367
	S6760	2003	FORD	E-350	VAN	1FTSE34L93HB50579	27983
	S6761	2003	FORD	E-350	VAN	1FTSE34L03HB60448	27984
	S6763	2001	FORD	E250	VAN	1FTSE34L51HA26595	28361
	S6765	1996	FORD	E-350	VAN	1FTJE34Y2THA43834	28368
<b>Hoffman Danbury</b>	S6702	2003	FORD	E-350	VAN	1FTSE34L63HA21912	27989
	S6704	2003	FORD	E-350	VAN	1FTSE34L23HA97823	27987
<b>Lewis - Plainview</b>	S6942	2001	Ford	E350	Van	1FTSE34L31HA34582	30407
	S6945	2002	Ford	E350	Van	1FTSE34L02HA19796	30410
	S6950	2003	Ford	E350	Van	1FTSE34L33HC00098	27995
	S6953	2003	Ford	E350	Van	1FTSE34L23HC00058	27994
	S6910	2004	Ford	E250	Van	1FTNE24W24HB53617	31906
	S6912	2004	Ford	E250	Van	1FTNE24W44HB53618	31907

	S6913	2006	Ford	E250	Van	1FTNE24W96HB25980	31908
	S6914	2011	Ford	E250	Van	1FTNE2EW5BDB39438	31909
	S6980	2004	Chev	Exp	Van	1GCGG25VX41244197	32131
	S6981	2005	Chev		Van	1GCFG15X851111270	32132
	S6982	2006	Chev	Exp	Van	1GCGG25V961131909	32133
	S6983	2010	Ford	TCN	Van	NMOLSS7BN8AT025198	32134
<b>Lewis - Hampton Bays</b>	S6955	2004	FORD	E250	VAN	1FTNE24W54HA14615	31376
	S6959	2003	Ford	E350	Van	1FTSE34L53HB49865	30412
	S6961	2001	Ford	E350	Van	1FTSE34L01HA09302	30414
<b>Manor Fuel</b>	S6970	2007	FORD	E250	VAN	1FTNE24W27DA48295	31113
	S6971	2001	FORD	E350	VAN	1FTSE34L11HB15385	31114
	S6972	2001	FORD	E350	VAN	1FTSE34L31HB15386	31115
	S6976	2001	FORD	E350	VAN	1FTSE34L61HA22278	31101
	S6977	2002	FORD	E150	VAN	1FTRE14272HA40767	31548
<b>Rye - Rochette</b>	S283	2008	CHEV	EXPRESS	VAN	1GCEG15W221137488	31542
	S284	2001	CHEV	G10	VAN	1GCFG15XX81227946	31543
	S285	2002	CHEV	G10	VAN	1GCFG15W411206720	31541
<b>Great Falls</b>	2	1995	Ford	Ranger	Pickup	1FTCRU14U2STA37087	31134
	3	1998	Ford	F800	Crane	1FDNF80C0WVA24058	31133
	4	2007	Ford	F150	Pickup	1FTRF12547NA65998	31135
<b>Ryan - G &amp; S</b>	S793	2002	FORD	E250	VAN	1FTNE24LX2HA70729	19164
	S794	2004	CHEV	ASTRO	VAN	1GC DL19X14B117577	19165
<b>Ray</b>	S500	1997	Ford	E350	Van	1FTJE34F2VHA48128	31002
	S501	1998	Ford	E350	Van	1FTSE34F6WHB61599	31003
	S504	2003	Ford	E250	Van	1FTNE24L83HB87727	31008
	S505	2003	Ford	E250	Box	1FDWE35F53HB43649	31009
	S506	2005	Ford	E350	Van	1FTSE34P65HA47142	31010
	S507	2006	Ford	E250	Van	1FTNE24L76HB43822	31011
	S508	2006	Ford	E350	Van	1FTSE34P16DB24783	31013
	S509	2007	Ford	E250	Van	1FTNE14W87DB11698	31014
	S510	2006	Ford	E350	Van	1FTSE34P66HA74634	31012
	S511	2008	Ford	E250	Van	1FTNE24W48DB39098	31028
	S512	2008	Ford	E250	Van	1FTNE24W48DB16615	31015
	S513	2011	Ford	E250	Van	1FTSE3EL1BDA35303	31017

<b>Kasden - EH</b>	S001	2007	FORD	E250	VAN	1FTNE24L77DB25118	31746
	S015	2004	FORD	E250	VAN	1FTNE24LERHA08575	28076
	S030	2007	FORD	E250	VAN	1FTNE24L77DA32583	28084
	S031	2008	FORD	E250	VAN	1FTNE24L18DA10970	28085
	S032	2008	FORD	E250	VAN	1FTNE24L88DA75153	28086
	S034	2007	FORD	E250	VAN	1FTNS24L07DA88728	28087
<b>Buckley</b>	S250	2009	CHEV	G25	VAN	1GCGG25C691140747	18959
	S251	2008	FORD	E250	VAN	1FTNE24W18DA71374	18961
	S253	2009	CHEV	G25	VAN	1GCGG25C891143701	18963
	S256	2002	CHEV	G25	VAN	1GTGG25W921170082	18967
	S258	2003	CGEV	G25	VAN	1GTGG25VWX31129940	18969
	S259	2003	CHEV	G25	VAN	1GTGG25V491114902	18970
	S263	2005	CHEV	G25	VAN	1GCGG25V251101746	18974
	S264	2003	CHEV	G25	VAN	1GTGG25V831903120	18975
	S265	2004	CHEV	K34	OP utility	1GDHK34U94E357550	18976
	S267	2002	FORD	F21	OP utility	1FTNF21L02ED97640	18978
<b>Rhode Island</b>	S812	2001	FORD	E250	VAN	1FTNE24L51HA34462	11724
	S901	2001	FORD	E250	VAN	1FTNE24L41HA34453	11703
	S902	2001	FORD	E250	VAN	1FTNE24L41HA71731	11704
<b>Woods</b>	S214	2005	FORD	E350	VAN	1FDSE35LX5HA32800	17192
	S222	2005	FRGHT	SPRINTER	VAN	WD2PD644855761127	17190
	S234	2003	FRGHT	SPRINTER	VAN	WD2YD642735515783	17187
	S241	2006	FORD	E350	VAN	1FTSS34L66HA38058	17193
	S242	2006	FORD	E350	VAN	1FDSE35L8L8HB01954	17194
	S244	2006	FORD	E350	VAN	1FDSE35L06DB24295	17196
	S245	2006	FORD	E350	VAN	1FDSE35L76DB28389	17197
	S246	2005	FRGHT	SPRINTER	VAN	WD2PD644055761493	17191
	S247	2006	FORD	E350	VAN	1FDSE35L16HB15324	17195
<b>Burke</b>	S523	2003	Ford	E350	Van	1FTSE34L83HB06928	18289
	S528	2003	Ford	E350	Van	1FTSE34L43HB06926	18290
	S529	2003	Ford	E350	Van	1FTSE34L63HB06927	18291

<b>Carpenter &amp; Smith</b>	S201	2005	Ford	E-350	Van	1FTSS34L85HA84991	17246
	S203	2007	Ford	E-250	Van	1FTNE24L87DA04291	17243
	S206	2004	Ford	E-250	Van 4WD	1FTNE24L24HA10513	17258
	S207	2004	Ford	E-250	Van 4WD	1FTNE24L44HA10514	17247
	S210	2007	Ford	E-250	Van	1FTNE24LX7DA04292	17242
	S213	2006	Ford	E-250	Van	1FTNE24L86HA98857	17244
	S214	2003	Ford	E-150	Van	1FTRE14LX3HA49036	17248
	S221	2003	Ford	E350	Van	1FTSE34F23HB93543	31273
	S222	2004	Ford	E350	Van	1FTSS34P84HB54653	31274
<b>Region</b>	S317	1998	FORD	E350	VAN	1FTSE34F9WHB97173	17014
	S340	2002	FORD	E350	VAN	1FTSE34L92HA13964	28171
	S343	2003	FORD	E350	VAN	1FTSE34LX3HB29515	18302
	S347	2000	FORD	E350	VAN	1FDWE35LXYHB90155	16772
	S348	2001	FORD	E350	VAN	1FTSE34L21HA00925	28172
<b>Effron</b>	S402	2002	FORD	E350	VAN	1FTSE34L42HA09773	16908
	S404	2002	FORD	E350	VAN	1FTSE34L62HA30852	16940
	S406	2003	FORD	E350	VAN	1FTSE34L83HB24488	18295
	S407	2003	FORD	E350	VAN	1FTSE34LX3HB24489	18293
<b>Leffler</b>	S802	2003	CHEVY	G350	VAN	1GCHG35U831110076	16254
	S804	2009	FORD	F150	PICKUP	1FTRX14W19KC15752	38121
	S816	1996	FORD	E250	VAN	1FTFE24Y8THB43856	16424
	S830	2000	CHEVY	3500	UTILITY	1GBHG31R1Y1257059	31193
	S832	1999	FORD	F450	RACK	1FDXF46F3XED37271	19952
	S842	2002	FORD	E350	VAN	1FTSE34L42HB66848	16439
	S864	1996	FORD	E250	OP UTILITY	1FDHF25Y6TEA36497	16427
	S865	2006	CHEVY	2500	VAN	1GCGG25U761205920	19972
	S868	2001	DODGE	2500	UTILITY	3B7KF23ZX1G820614	19974
	S880	2001	FORD	E250	VAN	1FTNE24LX1HA92146	16201
	S883	2001	CHEVY	G25	VAN	1GBHG31R411230394	16243
S887	2002	FORD	E250	VAN	1FTNE24L62HA59212	16234	
<b>Tullytown</b>	S904	2001	Ford	E-350	Van	1FTSE34L21HA48280	19748
	S915	2002	Ford	E-350	Van	1FTSE34L12HA00660	19769
	S923	2002	Ford	E-350	Van	1FTSE34L32HA00658	19762
	S937	2001	Ford	E-350	Van	1FTSE34L21HA48277	19745
<b>Upper Darby</b>	S817	2003	FORD	E350	VAN	1FTSE34L73HB24501	19820
<b>Wallace</b>	S251	2003	FORD	E250	VAN	1FTNE24263HA24016	31082

<b>Wantagh</b>	S021	2001	Ford	E350	Van	1FTSE34L81HA18152	16924
<b>Lakewood</b>	S155	2003	FORD	E350	UTILITY	1FDSE35L33HB94703	18155
	S156	2004	FORD	F250	UTILITY	1FTNX21L64EA56510	18156
	S157	2006	FORD	E350	VAN	1FTSSE34L96HB25789	18157
	S158	2007	FORD	E350	VAN	1FTSE34L57DA82388	18158
<b>Princeton</b>	S103	2004	FORD	E250	VAN	1FTNE24L54HA97095	17828
	S104	2005	FORD	E250	VAN	1FTNE24W65HA48645	17827
<b>Southern Propane</b>	ST350	2008	FORD	F350	UTILITY	1FDWF36588EC82735	28156
	ST450	2004	FORD	FLATBED	PICK UP	1FDXF46P144ED00508	28155
	HVAC	2001	TOYOTA	TUNDRA	PICK UP	5TBJN32171S142477	31776
	HVAC	2001	FORD	F150	PICK UP	1FTZLF17211BA61820	31777
	LF						
	WOLFE	2001	CHEV	2500	VAN	1GCFG25M811159969	31874
LF							
WOLFE	2004	CHEV	G2340	VAN	1GCGG25V841205186	31875	

## OTHER

<u>Location</u>	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity</u>	<u>Vin #</u>	<u>FAS #</u>
<b>Carroll</b>	M200	2006	Ford	F550	OP Utility	1FDAF57P86EB66423	31351
	M201	2010	Cat	2P5000	Forklift	AT3530716	
	M211	2004	Ford	F350	CL Utility	1FTSX31P44ED29018	31356
<b>Hardy</b>	M104	2006	CHEV	3500	PICK UP	1GCJK33D66F153986	31211
	M105	1988	ATLAS	ACR175	COMPRESSOR	ARP933227	
	M106	2006	FORD	F150	PICK UP	1FTPX14V06WB05901	
	C62	2007	Ford	F150	PICK UP	1FTPW14547FB56591	17788
<b>Hicksville Pattereson</b>	M34	2010	DODGE	3500	UTILITY	3D6WH4GL1AG25073	32423
	M35	1983	MACK	MR606T	GENERATOR/TRUCK	1M2N132C9DA03291	3138
	M41	1977	MACK	MB607	3400/A	MB487P3230	2845
	M42	1978	MACK	MB606	3400/A	MB606T1101	2763
	M45	1965	ALLIS CHALMERS	FORKLIFT	ACC25LTS	ADA74342	N/A

<b>Maspeth</b>	M75	1987	DODGE	E250	PICK UP	1B7JW24T1HS445320	1202
	M76	1993	FORD	E250	PICK UP	1FTDF15Y6PNA90790	1203
	M80	1990	CHEVR	C20	PICK UP	1GCGC24KOLE176390	19106
	M82	1982	MACK	DM685X	3000/S	1M2B124C6CA051566	931
	M86	2002	NISSAN	60	FORKLIFT	FGJ02A30V	N/A
	M98	1974	MACK	R607T	3000/S	R607T5466	941
<b>Plainview</b>	M05	2000	FORD	E350	VAN	1FTSS34F9YHB95631	7808
	M06	1976	FORD	LN8000	Tank	R80DVC37120	2106
	M12	1988	FORD	F250	Pick Up	1FTHF26HXJNA89008	2232
	M16	1985	FORD	LN8000	2800 A	1FDXR80U0FVA03168	2199
	M19	1985	FORD	F350	RACK	2FTHF36G4FCA37240	7725
<b>Yaphank</b>	M51	1992	FORD	F350	UTILITY	2FLDLF47MXNCB13638	8631
	M54	1995	GNC	2500	PICK UP	1GTGK24K9SE549038	18792
	M61	1985	MITSU	FG15	FORK LIFT	F256387	N/A
	M64	2009	CARRY-ON		TRAILER	4YMUL18229V030103	27975
	M66	2008	FORD	F550	CRANE	1FDAF57R789EA95977	31992
	M67	2000	FORD	E350	VAN	1FTSE34F5WHA33714	8761
	M1511	1977	MACK	MB607T	2800/A	MB607T5022	1410
	M1552	1977	MACK	MB607T	2800/A	MB607T5024	1412
<b>Hoffberger</b>	M6705	1994	INTERNATIONAL	4700	R/B	1HTSCPLM9RH546594	29491
	M6707	1996	CHEV	C20	UTILITY	1GCGC24R9TZ204158	28176
<b>Hoffman Trumbull</b>	M6860	2000	FORD	E-150	VAN	1FTRE1426YHA31745	28513
	M6861	1998	FORD	E-350	VAN	1FTPE24LXWHA47742	28369
	M6862	2002	FORD	E-350	VAN	1FTSE34L82HA25457	28365
	M6863	1999	FORD	E-350	VAN	1FTSE34F5XAB84969	28363
	M6864	1986	FORD	F-250	PICK UP	1FTHY26H7GK86771	28372
	M6865	1988	FORD	F-350	RACK	1FDKF37G4KNA65947	28515
	M6866	1987	TOYOTA	N/A	FORKLIFT	2FG01511035	27763
	CAR	2000	TOYOTA	COROLLA		2T1BR12E5YC268038	28514
<b>Hoffman Danbury</b>	M6850	2003	FORD	E-350	VAN	1FTSE34L43HA21911	27988
	M6851	1981	CHEVY	K-20	PICK UP	1GCEK24L2BF363206	28855
	M6852	2003	FORD	E-350	VAN	1FTSE34L03HA97822	27986
<b>Lewis - Plainview</b>	M6819	1993	Ford	F350	Dump	1FDKP37H2PNA82200	30419
	M6820	2001	Gmc	3500HD	Util	3GBKC34F21M112088	30420
	M6827	1984	Yale	GLC040	ForkLift	A809NO4594U	30422
	M6832	1999	Ford	E250	Van	1FTNE24L8XHC207333	30405
	M6840	2009	Ringo	RTA 508-3	Utility Trailer	5M7UF08189P000005	31910
	M6845	2003	Mitsu	649	Box	JW6BBC1H43L000627	32130

<b>Manor Fuel</b>	M6801	2001	CHEV	S14	PICK UP	1GCDT19W08165653	31116
	M6802	1987	CHEV	STEP	BOX	1GBKP32J5H3336852	31118
<b>Rye - Rochette</b>	M153	2000	VENTURE	VU2000	UT TRAILER	47GUA1210YB000250	27797
	M154	1993	Haul Mark	trailer	UT TRAILER	16HCB1215TP010285	31544
	M155	1997	FORD	F250	PICK UP	1FTHF26H6VEC50928	31540
<b>Boston</b>	M03	1988	GMC	BRIG	3100A	1GDM8C1Y6JV600764	19118
	M18	1990	HYSTR		FORKLIFT	B1D7526	N/A
<b>North Haven</b>	M42	1979	HSTER	S50C	FORKLIFT	C2D5530M	N/A
	M43	1985	INTER	S1954	2600A	1HTLDTVN3FHA41259	9892
	M44	1994	FORD	E350	VAN	1FTJE34M84HA73023	9847
<b>Norwalk</b>	M85	1987	FORD	F800	2800A	1FDXT84A8HVA23186	10029
	M88	1979	FORD	C8000	3200A	D80DVFE7408	9929
	M89	1985	INTL	1954	2800A	1HTLDTVN7FHAA54158	9795
	M90	1985	MITSUBSHI	FG20	FORKLIFT	F17-02069	N/A
<b>Ryan - G &amp; S</b>	M101	2006	CHEVY	2500	UTILITY	1GCHK29U66E111999	30965
	M104	1986	CHEVY	C30	RACK	1GBHC34M8GJ127791	19156
	M107	1991	YALE	GLC	FORKLIFT	N512890	N/A
	M110	2013	LOAD TRAIL	N/A	TRAILER	4ZEUT2020D1039270	32464
	M111	2013	DITCH WITCH	RT20	TRENCHER	CMWRT20XTD0000232	32557
	M112	2013	RENALDO	EXTC206	TANK MOVER	60098-13	32558
	M113	2000	MITSUBISHI	FE639	BOX	JW6AAE1H7YL004429	27924
	M115	1998	FORD	E350	VAN	1FTSE34L1WHB21677	19152
<b>Ray</b>	F001	1980	Ford	L8000	TANK	R80UVGH1592	31070
	F002	1968	Ford	F800	TANK	T80DUC87598	31071
	F003	1980	Ford	L8000	TANK	R80UVJD8222	31069
	F004	1985	Inter'l	1954	TANK	1HTLDTVN3FHA58675	31075
	F005	1967	Chev	C60	TANK	CE537T108557	31067
	F006	1981	Inter'l	1824	TANK	1HTAA1825BHB24790	31072
	F007	1985	Inter'l	1954	TANK	1HTLDTVR9FHA23366	31073
	F008	1986	Inter'l	1954	TANK	1HTLDUXP9GHA39179	31074
	F009	1990	Ford	L8000	TANK	1FDXR82AGLVA14233	31063
	F010	1981	Inter'l	1954	TANK	1HTAA1853BHA26884	31064

	F011	1987	Inter'l	1954	TANK	1HTLDTVNXHH525669	31065
	F012	1984	Inter'l	1954	TANK	1HTAA195XEHA16842	31066
	F013	1990	Inter'l	4900	TANK	1HTSDZ3N5LH683394	31076
	F014	1978	FORD	L8000	TANK	R80DVCB0415	31068
	F015	1985	Inter'l	S2554	TANK	1HTZLTVN6EHA35192	31077
	F016	1990	HINO	SG	2000	JHBSG1959L1S10224	31062
	F017	1993	Inter'l	4900	2800 A	1HTSDPNN6PH479470	31039
	F018	1993	Inter'l	4900	2800 A	1HTSDPPN3PH475471	31038
	F019	1993	Inter'l	4900	2800 A	1HTSDPPN8PH518978	31040
	M201	2006	Ford	F550	CRANE	1FDAF57P56EB81557	31019
	M202	2006	Chev	2500	RACK	1GCHC24UX6E270190	31053
	M204	2004	Inter'l	4300	RACK	1HTMMAAN44H613383	31024
	M205	2011	Ford	F350	Pick up	1FT8W3BTSBEA42623	31027
	M207	2005	F.R.	N/A	BOX TRAILER	5NHUFE2135U316430	31061
	M208	1985	Trojan	N/A	Loader	3841101	31031
	M209	1998	Ford	E350	Van	1FTSE34F1WHA20200	31004
	M210	2001	Ford	F350	Van	1FDWF37F81EC03948	31005
	M211	2005	MORIT		TRAILER	4WXUU182051011688	31060
	M212	2001	FORD	E350	VAN	1FTSE34F21HB38622	
	M213	1999	FORD	E150	VAN	1FTRE1422XHA23785	
<b>Kasden - EH</b>	M143	2003	OLDS	SILHOUETTE	VAN	1GHDX03E83D185085	
<b>Buckley</b>	M130	2000	FORD	F150	Pick Up	1FTRX18L7YKA99438	18960
	M131	2004	CHEV	K24	Pick Up	1GTHK24U74EZ06723	18965
	M132	2012	WRIGHT	202DO	TRAILER	1S9TS2026C1132075	31126
	M133	2011	RENALDO	EXTC260	CARRIER	60072-11	31125
	P3	2008	CHEV	SILVERADO			
				P-U		1GCEC14X68Z323177	18980
				TAURUS			
	P7	1999	FORD	WAGON		1FAFP58S9XA122763	18979
	V1	1998	DODGE	CARAVAN		2B4FP25B4WR593658	18981
<b>Rhode Island</b>	M31	1997	CHEV	G30	CUBEVAN	1GBHG31R2V1080128	12104
	M32	1991	FORD	F450	RACK	2FDLF47G2MCA25286	11828
	M34	1981	Allis Chalmer		FORKLIFT	ACC30RSAMA74760	12112
	M36	2001	FORD	E250	VAN	1FTNE24L81HB43983	12115
	M44	1982	INTERNAT'L	S1900	2800 A	2HTAA1950CCA16790	11745
	M45	1985	MACK	R686ST	2500/1500 A	1M2N179Y7FA097359	11683
	M46	UNKNOWN	NISSAN	FGA15V	FORKLIFT	FO1 022871	N/A
	M47	UNKNOWN	Allis Chalmer	FTPL30-24	FORKLIFT	38882000	N/A
	M60	1997	FORD	E350	VAN	1FDKE37F1VHB84746	11736



	M66	1994	DODGE	B150	VAN	2B7GB11X6RK151852	11674
	M70	1977	CHEV	C130	UTILITY	CCL3371102488	11651
	M71	1991	FORD	F350	BOX	1FDKF37HXMNA71196	11729
	M73	1990	GMC	6000	BOOM	1GDG6D1B3LV505358	11797
	M79	1988	GMC	8500	3000A	4GDM8C1Y9JV702283	11557
	T-1	NA	HOMEMADE	NA	NA	HMPETRO	N/A
<b>Woods</b>	M120	1987	GMC	SIERRA	3500	1GDHR34KXHJ512694	17168
	M121	1995	ISUZU	NPREF1	BOX	4KLB4B1A5SJ000573	17172
	M122	1998	FORD	E250	VAN	1FTNE24L7WHB90350	17178
	M124	2001	CHEV	BLAZER	SUV	1GNNDT13W012199966	17198
	C42	2006	CHEVROLET	TRAILBLAZER		1GNNDT13S262116039	17199
<b>Burke</b>	M700	1999	Mitsubishi	657	DUMP TRK	JW6FFJ1E3XM000800	17002
	M704	2005	ECONOLINE	Flat	TRAILER	42EDPKM2551000461	16715
	M705	2001	Ford	F450	Box	1FDXF46F31EA31050	16799
	M711	1980	Allis Chambers	ACC40LPS	FORKLIFT	AEJ127937	N/A
	M712	2003	CAPE CRAFT	20' CC	BOAT	MUS10633L203	15850
	M718	2003	VENTURE		BOAT TRL	47GRK19153B000312	15851
	M719	1983	Bradco		BACK HOE	U192535	13726
	M723	1999	Ford	F350	OP UTILITY	1FDSF35F4XEB12959	17006
	M726	1997	Ford	F350	OP UTILITY	3FTHF36F7VMA08566	13732
	M728	2000	Kimatsu	WB140	BACKHOE	F10280	13733
	M740	2001	Peterbilt	330	2000S	2NPNHD8X41M558664	16815
	M743	1995	Eager Beaver	Flat	TRAILER	112DPM277SL044578	13730
	M749	2003	Pace America	Box	UT TRAILER	40LUB16273P095561	16643
<b>Carpenter &amp; Smith</b>	M370	1973	Clark	C500-Y30	Forklift	Y235190311	17260
	M371	1999	WELLS	CW121-102	TRAILER	1WC200E14W1083393	17259
	M378	2000	FORD	F-250	FLAT RACK	1FTNF20L3YEA88616	17252
<b>Region</b>	M208	1998	PACE	UTILITY	TRAILER	40LFB1213XP051293	
	M209	1980	H & H	BRINDLE	TRAILER	80570D	
	M210	1993	CAR MATE		TRAILER	1P9C508S2PL017918	
	M218	2001	FORD	E350	VAN	1FTSE34LX1HA22283	16787
	M219	2001	FORD	E350	VAN	1FTSE34L41HA07746	16781
	M230	1985	HYSTER	S50XL	FORKLIFT	AL87V13549K	N/A
	M232	1995	FORD	AH3136	BACKHOE	VH03662	N/A
	M245	2001	FORD	F250	PICKUP	1FTNF21L71EA59348	28173
	M248	1996	FORD	F250	PICKUP	1FTHF26F3TEB24294	15798
	M250	1983	FORD	LN8000	2800A	1FDYR8OUXDVA34400	14143

<b>Effron</b>	M300	2003	CAPE CRAFT	BOAT	BOAT	MUS10617L203	15852	
	M302	2000	FORD	E350	BOX TRUCK	1FDWE35L2YHC00774	16923	
	M305	1975	MACK	R600	DUMP TRUCK	R685T53906	17954	
	M310	1984	CASE	CK580D	BACKHOE	9870573	18850	
	M311	2013	HAULMARK	PPT-DT2	TRAILER	16HPB1624DP088739		
	M313	1967	CLARK	C500-25	FORK LIFT	23513292321	N/A	
	M314	2002	FORD	E350	VAN	1FTSE34L62HA09774	16907	
	M315	2003	VENTURA		TRAILER	47GRK19173B000313	15853	
	M316	2003	FORD	E350	VAN	1FTSE34L63HB24487	18294	
	M327	1985	FORD	E350	BOX TRUCK	1FDJE37H7FHB39678	13652	
	<b>Leffler</b>	M03	1997	IH	4700	EFFINGER	1HTSCAAL7VH456961	16352
		M010	2000	FORD	F350	OP UTILITY	1FDSF35L3YEB62324	16349
		M020	1995	FORD	E350	RACK	1FDKF37H7SNB34915	16417
M022		1996	FORD	E350	RACK	2FDKF37H8TCA56832	16430	
M024		1995	DODGE	2500	PICK UP	1B7KF26W7SS358704	16409	
M025		1994	CHEVY	C34	RACK	1GBKC34F3RJ108155	16400	
M040		1981	FORD	E350	BOX	1FTHE38G9BHA95802	16143	
M044		1996	FORD	E250	PICKUP	1FTHF25Y2TLA72929	16428	
M048		1996	FORD	F150	PICKUP	1FTHX26H9TEB05330	16429	
M049		2001	FORD	E350	VAN	1FTSE34L31HA70496	16434	
M153		1990	CAR MAR	N/A	UT TRAILER	1P9C712D9LL017581	16381	
M154		1990	LAMCO	N/A	UT TRAILER	1L9UT0816LL088124	16386	
M155		1993	TOW-MSTER	1800B	UT TRAILER	1P9F40D21PG1622804	16399	
M156		1997	HUDSON	N/A	UT TRAILER	10HHSE167V1000873	16433	
M158		1988	KW	T800	DUMP	1NKDLR9X1JJ511806	16291	
M159		1989	KW	T800	VAC TRK	2NKDLR9X2JM519633	16292	
M161		1995	JHN DRRE	410	BACKHOE	D6777462	16385	
M162		1988	CUSTOM	N/A	UT TRAILER	1YB321533J1B1T804	16140	
M163		1994	CHEVY	C30	DUMP	1GBJC34K3RE187036	16141	
M164		1990	KMATSHU	N/A	PAYLOADR	1913KOMATSHU	16142	
M167		1970	ALIS CHAMBER	N/A	FORKLIFT	446228000	N/A	
M168		1980	TOYOTA	N/A	FORKLIFT	2FDC25 - 11029	N/A	
M169		1980	DATSUN	N/A	FORKLIFT	CF01-000254	N/A	
M170		1989	CRWD PLESR	N/A	UT TRAILER	89041455	16378	
M171		1979	CAT	N/A	FORKLIFT	81M03579	N/A	
M173		1983	MITSUBISHI	N/A	FORKLIFT	AFA82A-00711	N/A	
M177		1933	FORD	BB	ANTIQE TRK	BB18758428	N/A	

	M178	1984	LESLIE	N/A	ANT TRL	1L9HW1669E1035165	N/A
	M195	2001	SOUTHWEST		TRAILER	48B500E1812023688	19970
	M197	1996	MACK	C300	BOOM/RACK	VG6BA07A4TB501823	19953
	T3	1980	MONN	N/A	TRAILER	FA7045948	N/A
	T5	1978	FRUEHAUF	N/A	TRAILER	MEZ573873	N/A
	T8		FRUEHAUF	N/A	TRAILER	MAM257901	N/A
<b>Tullytown</b>	M551	1970	TCM	FD30Z7ST	FORKLIFT	A22R52455	N/A
	M557	1998	Sealion	N/A	UT Trailer	45LBS171XW2062874	unknown
	M558	1998	Sealion	N/A	UT Trailer	45LBS1716W2062838	unknown
	M560	2002	Ford	F-350	Pick Up	1FTWX33SX2EA36501	19772
	M562	1999	Ford	F-350	Rack	1FDWF37F4XEC44120	19780
	M563	1995	Ford	E-350	Van	1FTJE34F0SHC14948	15867
	M564	2001	Ford	E-350	Van	1FTSE34L61HA48282	19749
	M566	1998	Recsue One	Boat	17' Alum	OMCR4801F798	unknown
	M567	1998	Recsue One	Boat	17' Alum	OMCR4802F798	unknown
	M568	1986	Case	CK-580-E	Back Hoe	9870573	19855
	M570	1995	Custom	N/A	UT Trailer	10400601210950236	19243
	M571	1989	FORD	LN9000	DUMP	1FDYR90T3KVA07792	19244
	M572	1999	Ford	F-350	Pick Up	1FTWX33FXEC16183	19781
	M575	1995	Ford	E-250	Van	1FTHE24Y3SHA79734	19235
	M579	1997	DYNAWELD	N/A	UT Trailer	4U161AEX6V1X34348	19236
	M584	1989	Ford	E-350	Utility	1FDKF37M4KNA03941	19240
	M590	1990	Ford	E-350	Utility	2FDLF47M5LCB02253	19248
	M591	2001	Haul	N/A	UT Trailer	16HGB18231PO21588	19283
	M592	2001	Haul	N/A	UT Trailer	16HGB18211PO21587	19282
	M599	1996	Petro	Steel	UT Trailer	1P9TAR201T2021221	15840
<b>Upper Darby</b>	M503	2001	FORD	WINDSTAR	MINIVAN	2FMZA50441BC31399	19763
	M505	1987	FORD	C8000	3400A	1FDYD80U3HVA65511	19253
	M510	2003	FORD	E350	VAN	1FTSE3423HB24499	19822
	M511	1995	DODGE	3500	STAKE BODY	1B6MC36C8SS118983	19823
	M522	1996	FORD	F250	PICK-UP	1FTHF26F5TEB24295	15884
	M530	1970	HYSTER	H70C	FORKLIFT	C5D126815	N/A
<b>Wallace</b>	M351	1940	DODGE	SHOW TRK	TANK	T98139493	N/A
	M353	2011	HURST	6 C	TRAILER	1H9TE1621B1057079	31187
	M354	2011	RENALDO	EZTC206	TANK CARRIER	60071-11	31223
	M357	2003	CHEVY	2500	PICK UP	1GCHK24U93E207919	16281
	M365	1986	H&H	BRINDLE	TRAILER	1H91016S8G1019086	13681

<b>Wantagh</b>	M600	1997	FORD	F350	PICK UP	3FTHF36F6VMA23754	13777
	M607	1998	FORD	E250	Van	1FTPE242XWHB82145	13781
	M609	2003	FORD	E350	Van	1FTSE34L43HB29512	18305
	M614	1978	MACK	R607T	3400 A	R607T5710	14017
	M618	1995	Ford	Cutaway	Cube	1FDKE37H3SHB74801	15826
	M631	1987	Hyster	H80XL	Forklift	F005A04602H	N/A
	M633	1999	Ford	E350	Van	1FTSE34L5XHC01050	16980
	M640	1990	Ford	L8000	Tanker	1FDXK84A1LVA09903	14111
<b>Arlington - Washington</b>	M207	1988	E BEAVER	9 TON FL	TRAILER	112HDB204JT090675	11854
	M187	1965	CLARKLIFT	C40H	FORKLIFT	C40H-127-670-LPO-765	N/A
<b>Baltimore</b>	M181	1989	HINO	FD	RACK	JHBFD174XK2S11637	12572
	M193	1988	FORD	LN8000	DUMP TRUCK	1FDYR82A4JVA46136	28175
	M199	2009	PACE/AMER	WS46SALD	4X6 TRAILER	40LFB06169P158491	N/A
<b>Kenvil</b>	M77	1984	FORD	L-9000	4400/A	1FDZY90WXEVA31383	12948
<b>Lakewood</b>	M91	2000	YALE	FORKLIFT	FORKLIFT	AH108246	13043
<b>South Plainfield</b>	M51	1971	YALE	G1C40	FORKLIFT	203254	N/A
	M304	1973	FORD	C8000	TANK	D804VS53726	12893
<b>Allentown - Reading</b>	M142	1990	FORD	F250	PICK UP	2FTEF25Y6LCA41955	11059
	M156	2006	TOYOTA	7FGU15	FORKLIFT	66539	N/A
<b>Philadelphia</b>	M116	1970	AL CH	FT-20-24	FORKLIFT	2739200	N/A
	M136	1990	FORD	2120	BACKHOE	T854B20037	11200
	M137	1987	CTAL	EC16	TRAILER	1C9EC2226H1193391	11199
	C26	2000	PLYMOUTH	MINI-VAN		2P4FP25B4YR569605	11295
<b>Princeton</b>	M89	1959	BAKER	FMD050	FORKLIFT	47107	N/A
<b>Southern Propane</b>	ST250	1997	FORD	F250	UTILTIY	1FTHF25HZVEC78470	28154
		1999	FORD	F250	PICKUP	1FTPX27L7XNC02434	28153
		2007	INTER'L	HT570	FLATBED	1HTWNAZT57J453665	31387
	HVAC	2006	TRANSHAUL	ENCLOSED	12' TRAILER	5KNEB12116G006127	31774
	HVAC	2001	N/A	N/A	12' TRAILER	N/A	31775

LF WOLFE	2006	CHEV	1500	SILVERADO PICK UP	1GCE14V46E107587	31876
LF WOLFE	2007	FORD	F150	PICKUP	1FTRF12W67KB11406	31877
LF WOLFE	N/A	N/A	TRAILER	UTILITY 5X8	N/A	31878
LF WOLFE	N/A	N/A	TRAILER	UTILITY 5X12	N/A	31879

**SURPLUS – ALL TYPES**

<u>Location</u>	<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity</u>	<u>Vin #</u>	<u>FAS #</u>
<b>Carroll</b>	X1012	1999	International	4900	2200 S	1HTSDAAN6XH629368	31320
<b>Hardy</b>	XS018	2000	GMC	2500	UTILITY	1GDGC34R4YF476451	17755
<b>Hicksville</b>	X1458	1983	MACK	MR606P	3400 A	1M2K119C6DM001334	2980
<b>Patterson</b>	X1496	1980	MACK	MR606P	3600 A	MR60691237	3121
	XM30	1969	ALLIS CHAMBERS	ACC50L-2	FORKLIFT	ACA73496	N/A
	X1350	1980	MACK	MR685S	5000A	MR685S3076	17127
	X1351	1980	MACK	MR685S	5000A	MR685S3098	17128
	X1360	1979	MACK	MR606	3400 A	MR606P1186	28003
<b>Maspeth</b>	X1047	1985	ALMAC	N/A	TLRR/5100	2A9TA2M17F1001706	1032
	X1107	1989	MACK	RB690S	4600 S	1M2P198C0KW003622	885
	X1123	1985	MACK	DM686S	4400/S	1M2B126C7FA010901	1182
	X1125	1983	MACK	DM686SX	5400/S	1M2B128CXDA009204	1133
	X1135	1991	MACK	MR690S	4500	1M2K185C7MM003947	19101
	X1144	1979	MACK	DM685SX	4400/S	DM685SX42923	2653
	X1208	1981	WILCO	N/A	TRLR/6500/S	T199	18422
	X1241	1988	MACK	RD686S	4400 / S	1M2P137C6JA017096	18401
	X1291	1988	MACK	MR690S	4400 S	1M2K175CXJM001860	18403
	XM99	1974	MACK	R607T	3000/S	R607T5463	1024
	XS322	1995	FORD	E250	VAN	1FTJE34H8SHB71719	19104
	XS323	1999	FORD	E250	VAN	1FTSE34L6XHC34302	19103
<b>Plainview</b>	X1733	1979	MACK	MR400	3400/A	MR487P1146	7717
	X1734	1986	INTER	S1900	4500/A	1HTLKTVR2GHA24544	7801
	X1740	1985	FORD	C8000	3400A	1FDY80U3FVA66994	2054
	X1767	1987	FORD	C8000	3200/A	1FDYD80U8HVA61924	1976
	X1784	1986	FORD	F8000	2700A	1FDXK87U4GVA20602	2100
	XM04	1980	MACK	MR600	Tank	MR611S1029	1889
	XM10	1986	FORD	C8000	2800A	1FDXD80U7GVA32084	1977
	XM90	1987	INTHR	S1900	BOX	1HTLDTVN2HH474961	12076
	XS880	2000	FORD	E-250	VAN	1FTNE2422YHB56651	12206

<b>Yaphank</b>	X1525	1978	FORD	C8000	TANK	D80DVAG8655	3185
	X1527	VOLVO	FE6	2800/A	TANK	YB3U6A3AOLB444555	8621
	X1545	1988	FORD	C700	TANK	9BFYH81A0JDM02750	1399
	X1551	1996	MACK	MS300P	TANK	VG6M118BXTB301874	12255
	XM60	1992	FORD	E350	VAN	1FTJE34M3NHB62332	1703
	XM574	1987	FORD	F700	TANK	1FDPF82K5HVA03903	1513
<b>Hoffberger</b>	X16122	1987	FORD	LN8000	3000/A	1FDXR80UIHVA20855	29471
	X16125	1983	FORD	LN8000	2800/A	1FDXR80U6DVA38844	29472
	X16138	1997	FORD	LN9000	4200/S	1FDZW90X1VVA10730	19903
	X16147	1979	MACK	MR	3400/A	MR487P1018	29493
	X16157	1980	MACK	MR	3400 A	MR487P1176	29499
	X16158	1980	MACK	MR	3400 A	MR487P1177	29498
	X16164	1980	MACK	MR	3400 A	MR487P1233	29503
	XM6704	1987	INTERNATIONAL	S-1600	P/O	1HTLAHEM7HH484575	29490
	XM6706	1991	GMC	3500	PICK UP	1GDHR33J2MF702060	29489
	XS6206	2000	FORD	E250	VAN	1FTNE2425YHA34527	29519
	XS6207	2001	FORD	E250	VAN	1FTNE24251HA44867	29516
	XS6208	2003	FORD	E350	VAN	1FTSE34L43HA34464	31290
	XS6209	2003	FORD	E350	VAN	1FTSE34L83HB60150	31291
	<b>Hoffman Trumbull</b>	XS6750	2003	FORD	E-350	VAN	1FTSE34L23HB46017
XS6758		2003	FORD	E-350	VAN	1FTSE34L53HB81974	27982
XS6764		2002	FORD	E350	VAN	1FTSE34LX2HA70979	28362
<b>Hoffman Danbury</b>	X16601	87	FORD	L8000	tanker	1FDYR80U7HVA11338	28870
	X16602	91	FORD	N87	tanker	1FDXR82A5MVA28521	28863
	XS6700	2004	FORD	E-350	VAN	1FTSE34L04HB11672	31258
	XS6709	2001	FORD	E-350	VAN	1FTSE34L71HA77645	28852
	XS6710	2003	FORD	E-350	VAN	1FTSE34L43HB45743	27985
<b>Lewis-Plainview</b>	X16502	1985	Inter	2554	3400 / A	1HTZLTVN5FHA27103	27893
	X16529	1980	Mack	MR487	3400 / A	MR487P1183	30424
	XS6935	2001	Ford	E350	Van	1FTSE34LX1HA18072	30406
<b>Lewis - Hampton Bays</b>	XS6960	2002	DODGE	3500	VAN	2B7KB31Z12K140738	30413

<b>Manor Fuel</b>	X16554	1985	FORD	8000	3000 A	1FDYD80U4FVA40159	31111
		UNKNOWN	YALE	FORKLIFT		N/A	31119
	XS6974	1994	FORD	E350	VAN	1FTJE34Y9RHB88331	31117
	XS6978	2000	FORD	E250	VAN	1FTNE2425YHB33722	31549
<b>Rye - Rochette</b>	103	1993	VOLVO	FE42	2800/A	4V52AEEB0PR472847	27784
<b>Skelton</b>		1999	FORD	E250	VAN	1FTRE1422XHB51881	29282
		2000	CHEVROLET	EXPR	VAN	1CGHG35RXY1100989	29283
		1996	FORD	E250	VAN	1FTHE24YXTHA44514	29285
	X16262	1985	MACK	MR600	3400/A	1M2K125C8FM008042	29292
	X16264	1989	UBT'L	S	2800 A	1HTLDRVN9KH604824	29294
	X16267	1979	MACK	MR	3400 A	MR487P1021	29295
	X16273	1980	MACK	MR	3400 A	MR487P1186	29288
	XS6050	1991	FORD	E350	VAN	1FTJE34M1MHA53754	29284
	XS6052	2000	FORD	E250	VAN	1FTNE2424YHB59504	29286
	XS6053	2000	FORD	E250	VAN	1FTNE2426YHB59505	29287
<b>Boston</b>	X1109	1989	SCANIA	113H	5500 A	YS2PH4226K1143672	19119
	X1186	1982	WHITE	EXP	3400 A	1WXDAHHD6CN052353	11493
	X1187	1988	SCANIA	112H	4600 2 A	YS2PH4220J1129149	11499
	X1258	1987	scania	112H	5500 A	YS2PH4229H1122078	19117
	XS132	2005	FORD	E250	VAN	1FTNE24WX5HB22665	196156
	XS321	2001	FORD	E250	VAN	1FTNE24291HB14810	153696
	XS327	2003	FORD	E250	VAN	1FTNE24213HB16912	168674
	XS384	2000	FORD	E250	VAN	1FTNE2425YHB23790	145414
<b>Norwalk</b>	X1403	1986	INTER'L	S1954	2600 A	1HTLDTVN5GHA15182	9893
	X1406	1985	INTER'L	S1954	2800 A	1HTLH0000FHA35546	10028
	X1417	1987	FORD	LN8000	2800 A	1FDXR82AXHVA61262	9981
	X1445	1983	FORD	L8000	3600/A	1FDXR80U2DVA36038	9988
	X1446	1994	FORD	CF8000	3200A	1DYH81E3RA18170	28187
	X1464	1980	WHITE	EXP2	3500 A	3ARFGST040021	9727
	X1480	1979	WHITE	EXP2	3000 A	3ARDPST021538	9811
	X1481	1989	WHITE	EXPD2	2800 A	4V2DAEAD3KN615917	9812
<b>Ryan - G &amp; S</b>	X1058	1988	FORD	LN8000	2800 A	1FDXR80U7JVA01636	19159
	X1512	1986	FORD	L8000	2700/A	1FDXR0U3GVA28308	19151
	XM116	1997	FORD	F350	UTILITY	3FEHF36H3VMA49656	19163
<b>Ray</b>	X1802	1991	INT'L	4900	2800 A	1HTSDNUM1MH373901	31037

<b>Kasden - EH</b>	FUSCO	1988	FORD	LN8000	2800 A	1FDXR82A15VA18290	31745	
	FUSCO	1997	FORD		VAN	1FTH24LXVA53235	31747	
	X1065	1988	INTER	2600	4500A	1HTZVGCT5JH551036	28054	
	X1067	1991	FORD	LN8000	2800 A	1FDXS82A0MVA09766	28056	
	X1077	1981	MACK	R6067	3600	1M2N121CXBA001320	28178	
	XS007	2001	FORD	E250	VAN	1FTNE24L01HA91460	28070	
	XS012	2006	FORD	E250	VAN	1FTNE24LX6DA26758	28074	
	XS020	2003	FORD	E250	VAN	1FTNE24L93HB81449	28078	
	XS024	2006	FORD	E250	VAN	1FTNE24L76NA99286	28079	
	XS025	2006	FORD	E250	VAN	1FTNE24L76HA90622	28080	
	XS026	2006	FORD	E250	VAN	1FTNE24L66HB16613	28081	
	XS027	2005	FORD	E250	VAN	1FTNE24LX5HA42742	28082	
	<b>Buckley</b>	X1337	1991	FORD	LS8000	3300A	1FDYS82A7MVA08358	19892
		XS252	2004	CHEV	G31	CL utility	1GBJG31U641132817	18962
XS254		2002	CHEV	G31	CL utility	1GBHG31R6Z1161743	18964	
XS266		1999	CHEV	G24	Oputility	1GBGC24R1XF037595	18977	
<b>Rhode Island</b>	X1661	1988	INTL	1954	3500 A	1HTLDRVTXJH571741	11665	
	X1662	1987	INTL	1954	3500 A	1HTLDTVR6HHA15079	11664	
	X1663	1984	INTL	S1900	2800 A	1HTLDTVN1EHA68667	11759	
	X1792	1995	HOMEMADE	275	TRAILER	KEENAN'S	11766	
	XS883	2002	FORD	E250	VAN	1FTSE34LX2HB38214	12117	
	XT 2	NA	HOMEMADE	275	NA	HMPETRO	N/A	
<b>Woods</b>	XS221	2005	FRGHT	SPRINTER	VAN	WD2PD644355734868	17189	
	XS223	2002	FRGHT	SPRINTER	VAN	WD2YD641525373407	17183	
	XS225	2002	FRGHT	SPRINTER	VAN	WD2YD641425378341	17184	
	XS243	2004	FRGHT	SPRINTER	VAN	WD2PD643145605324	17188	
<b>Burke</b>	X1747	1984	Inter	S1980	3000A	1HTLDTVN4EHA27966	17,050	
<b>Carpenter &amp; Smith</b>	X1004	1995	INT'L	4900	2700 A	1HTSDAAN75H651257	17234	
	XM379	1989	FORD	F-450	FLAT/TANK	2FDLF47M7KCB22440	17241	
	RAMSEY	1985	FORD	LN8000	3500 A	1FDYR80UXFVA55959	31264	
	RAMSEY	1986	FORD	C8000	3000 A	1FDXD80U1GVA51892	31265	
	RAMSEY	1999	CHEV	3500	VAN	1GCHG35F4X1035822	31265	
	XS202	2002	FORD	E150	VAN	1FTRE14L92HA84617	17250	



<b>Region</b>	X721	1983 1985	GMC	2500	Pickup TRAILER	2GTGC24J5D1504686 189F12626E2091123	13626
			GARDNER-DENVER		AIR COMPRESSOR	AGACNA9	
		1987	FORD	F350	Rack	1FDKF3718HNB09372	
	X1507	1987	FORD	LN8000	3400/A	1FDYR82A1HVA59628	14121
	X1513	1989	INT'L	1954	PROPANE	1HTLDDBN4KH617250	
	X1584	1995	MACK	CH613	TRACTOR	1M1AA13Y5SW050398	15829
	X1587	2001	STERLING	L9500	TRACTOR	2FWJAZAS8IAH80862	14130
	XM203	1997	FORD	E350	PICK UP	1FTHF36FXVEA59999	15799
	XM217	2003	FORD	E350	Van	1FTSE34L13HB29516	18301
	XS339	2001	FORD	E350	Van	1FTSE34L1HA22284	16788
XS342	2003	FORD	E350	Van	1FTSE34L83HB29514	18303	
<b>Effron</b>		1979	WHITE	EXP.2	3400/A	3ARDGST024309	13913
	X1658	1997	FORD	LN9000	3000 A	1FDYR90L3VVA17422	15836
	X1669	1991	MACK	DM685	4900 A	1M3B166K6MM001225	13914
	X1670	1990	INTER	4300	2800 A	1HTSDTVN9LH247822	17399
	XM308	1995	FORD		UTILITY	1FDHF38F4SNA07725	18224
	XM309	1999	FORD	E350	VAN	1FTSE34FXXHB98317	16985
	XM312	2001	FORD	E350	VAN	1FTSE34L31HA23713	16789
	<b>Leffler</b>	X1208	1998	CHEVROLET	C7500	2000 A 3	1GBM7H1C7WJ108904
X1942		1992	KW	T800	4200 A	1XKDDR9X4NJ579705	16310
X1945		1994	FRTLINE	FL106	4200 A	1FVX8HCB8RL456931	16318
XM032		1994	FORD	150	PICK UP	2FTHF26H8RCA69664	16216
XM033		1997	FORD	E250	Cube	1FTEE1468VHA44008	16189
XM050		2003	FORD	E250	VAN	1FTNS24L53HA22906	16241
XM172		1964	CLARK	N/A	FORKLIFT	CFY40B150591	16210
XM174		1964	YALE	N/A	FORKLIFT	P212991	16209
XM180		1999	FORD	E250	VAN	1FTNE2421XHA64686	16242
XM186		2001	DODGE	1500	PICK UP	1B7HF16Z41S753128	16459
XS800		1999	FORD	E150	VAN	1FTRE1426XHB55903	16252
XS828		1997	FORD	E250	VAN	1FTHE24L2VHA72590	31194
XS837		2002	FORD	E350	VAN	1FTSE34L22HA13997	16435
XS839		2002	FORD	E350	VAN	1FTSE34L62HA13999	16437
XS866		1994	CHEVY	2500	VAN	1GCEG25K6RF127501	19973
XS871		2000	FORD	F350	UTILITY	1FDSF34LXYEB80790	16348
XS874		1995	DODGE	2500	OP UTILITY	1B6KC26C3SS122361	16408
XS882		2001	FORD	E250	VAN	1FTNE24L71HB47927	16231
XS886		2002	FORD	E250	VAN	1FTNE24L92HA36393	16233
XXXX		1983	CHEVROLET	C60	1500 S	1GBGD1A1DV127610	18913
XXXX		1977	FORD	C8000	3400 A	D80DVZ08319	31192

<b>Tullytown</b>	X-910	1988	BVR	Trailer	N/A	42EDP2036J1000171	19238
	X-967	1970	Case	580	N/A	42029854195644	19242
	X1403	1990	FORD	C8000	3400 A	1FDYD80U4LVA12258	19263
	X1404	1994	PETERBILT	320	4600 A	1XPZL79X5RD707736	19264
	X1408	1990	FORD	C8000	3200 A	1FDYD80U0LVA12032	19266
	X1426	1989	FORD	C8000	3000 A	9BFXH81A2KDM00494	19273
	X1467	1979	FORD	C8000	CHASSIS	D80DVDF1907	16289
	XM553	1999	Ford	E350	VAN	1FTSE34F5XHB83448	19785
	XM554	1999	FORD	E350	VAN	1FTSE34F3XHB83447	19784
	XM577	1994	FORD	E350	BOX	1FDKE37M8RHC17947	19234
	XM583	1986	Eager Beaver	UT Trailer	UT Trailer	SW54623PA	19239
	XM586	1994	CHEVROLET	2500	PICK UP	1GCGK24F4RE173586	19249
	XS900	1999	FORD	E350	VAN	1FTSE34F7XHB83449	19786
	XS901	1999	FORD	E350	VAN	1FTSE34FXXHB83445	19782
	XS902	1999	FORD	E350	VAN	1FTSE34F1XHB83446	19783
	XS903	2002	FORD	E350	VAN	1FTSE34L32HA00661	19761
	XS905	2001	FORD	E350	VAN	1FTSE34L61HA48279	19747
	XS910	2001	Ford	E350	Van	1FTSE34L41HA48278	19246
	XS912	2001	FORD	E350	VAN	1FTSE34L01HA48276	19744
	XS914	2002	FORD	E350	VAN	1FTSE34L52HA00659	19770
	XS917	2002	FORD	E350	VAN	1FTSE34L72HA00663	19768
XS939	1997	FORD	E350	VAN	1FTJE34F8VHB83145	16275	
<b>Upper Darby</b>	X1334	1991	FORD	LN8000	3175 A	1FDYR82A7MVA36785	19256
	X1336	1991	FORD	LN8000	3100 A	1FDYR82A9MVA36786	19257
	XM502	1997	FORD	TAURUS	WAGON	1FALP57U7VA297287	15886
	XM513	2001	FORD	E350	VAN	1FTSE34L92HA00664	19764
	XM518	1995	FORD	F250	PICK UP	1FTHF26F0SNA29335	19230
	XM532	1996	FORD	E350	VAN	1FTJE34F8THB60347	15882
	XS800	1999	FORD	E350	VAN	1FTSE34F3XHB83450	19787
	XS809	2002	FORD	E350	VAN	1FTSE34L02HA00665	19765
	XS816	2003	FORD	E350	VAN	1FTSE34L53HB24500	19821
	XS851	2001	FORD	E350	VAN	1FTSE34L41HA23736	19742
	XS853	2001	FORD	E350	VAN	1FTSE34L21HA23735	19741
	XS855	2001	FORD	E350	VAN	1FTSE34L01HA23734	19740
	XS895	1997	FORD	E350	VAN	1FTJE34F1VHC13702	16277
	XS896	1997	FORD	E350	VAN	1FTJE34F3VHC13703	16278

<b>Wallace</b>	X1631	2001	INTL	4900	2800 A	1HTSDAAN81H401914	16914
	XS254	1999	FORD	E350	VAN	1FTSE34L3XHB40829	16966
	XM350	1999	FORD	F550	RACK	1FDAF5FIXED99567	13689
<b>Wantagh</b>	X1806	1987	MACK	MR	3400 A	1M2K125C1HM010332	14047
	X1852	1983	MACK	MR	3400 A	1M2K125CXDM006659	14015
	X1869	1982	MACK	R607T	4800 A	1M2N128C8CA032010	14018
	XC96	2003	FORD	ESCAPE	SUV	1FMYU921X3KD74945	18306
	XM602	1978	MACK	R607T	3400 A	R607T5712	14016
	XM605	2003	FORD	E350	VAN	1FTSE34L43HB29509	18304
	XM612	1997	FORD	E350	VAN	1FTJE34L1VHA45839	15825
	XM613	1995	FORD	E350	VAN	1FTJE34Y2SHC14953	15896
	XM619	1995	FORD	CUTAWAY	CUBE VAN	1FDKE37H6SHB74808	15827
	XS015	2001	FORD	E350	VAN	1FTSE34L61HA22281	16785
	XS018	2001	Ford	E350	Van	1FTSE34L81HA18149	16925
	XS045	2003	Ford	E350	Van	1FTSE34L03HB29510	18298
	<b>Arlington - Washington</b>	X1251	1986	FORD	L8000	3200 A	R2291VA RECONSTRUCT
X1252		1988	FORD	L8000	3200 A	1FDYR80U9JVA38594	11843
X1254		1981	INTERNAT'L	S1854	2800 A	1HTAA1858BHA28940	6531
X1808		1986	FORD	LN80000	2800/1/A	1FDXR80U4GVA09752	6572
X1885		1978	WHITE	EXP2	3600/A	3ARFGST009501	6489
X1898		1981	WHITE	EXP2	4400 A	XDCGAC6BN048149	6494
<b>Baltimore</b>	X1700	1982	GMC	TOPKI	3000/A	1GDP7D1Y1CV572848	17714
	X1706	1989	GMC	TOPKI	2800/A	1GDM7D1Y1KV516801	17971
	X1712	1980	FORD	C80000	3000/A	D80UVGJ6745	18273
	X1714	1988	GMC	BRIGI	3400/A	1GDM8C1Y6JV601252	18732
	X1715	1977	WHITE	ROAD EX	2800 A	3ARDSFD010686	18270
	X1721	1978	WHITE	EXPII	3500 A	3ARFMSB020876	19107
	X1723	1979	INTER	S1950	3000/A*1	AA195JHA16053	4760
	X1747	1989	FORD	LN8000	2800/A*1	1FDXR82A5KVA350000	4889
	X1752	1994	MACK	MS3009	2800 A	VG6M118B7RB300948	12183
	X1785	1989	PETBILT	227	2800 A	9DWWT7J26LC012839	12614
	X1791	1981	INTER	1800	3000/2/A	1HTAA1859BHA29496	13559
	XM175	1981	WHITE	EXPED2	4400A	1WXDCHAC9BN048145	4806
	<b>Kenvil</b>	X1352	1988	FORD	L-8000	3300/A	1FDYS80U4JVA53847
XC8		1997	DODGE	DAKOTA	P/U	1B7FL26X8VS246484	13095

<b>Lakewood</b>	X1463	1980	FORD	C-8000	3100/A	D8OUVJG5658	18078
	X1464	1989	FORD	C-8000	3100/A	1FDYD80U0KVA01966	18077
	X1466	1980	FORD	C-8000	3400/A	D8OUVJA9283	18052
	XM95	1951	HYSTER	H20E	FORKLIFT	BID4740K	N/A
	XS160	2004	CHEV	G25	VAN	1GCGG25U141117166	18161
<b>South Plainfield</b>	X1104	1985	FORD	LN8000	3500/A	1FDXR8OUXFVA70800	18054
	XM1100	1988	GMC	7000	2700S	1GDM7D1BOJV526956	12894
<b>Allentown - Reading</b>	X1639	1987	INTHR	S1954	3000/A	1HTLDTV6HHA26731	11327
	XM145	1988	GMC	E350	TANK	1GDM8C1YXJV602615	11350
	X1653	1976	FORD	C-8000	3300/A	D80DVA87383	11095
	X1675	1986	INTHR	S1954	2800/A	1HTLDTV4GHA60570	11066
	X1683	1988	INTHR	S1954	2800/A	1HTLDTV6JH542314	11055
	XM160	1989	INTHR	S1954	TANK	1HTLDTV6NOKH633967	11062
<b>Philadelphia</b>	X1552	1989	FORD	C8000	3400 A	1FDY80U6KVA07338	11098
	X1567	1990	FORD	C8000	3400 / A	1FDYD80U1LVA31172	11227
	X1570	1990	FORD	CF8000	2800 / A	9BFXH81A3LDM01042	11225
	XS713	1996	DODGE	B300	VAN	2B7KB31Y7TK106084	11292
<b>Princeton</b>	n/a	1994	FORD	F-250 XLT	Pick Up 4x4	1FTHX26M4RKC01048	19993
	n/a	1996	FORD	E-150	van	1FTEE14Y4TBH41964	19994
	X1402	1984	GMC	TOPKICK	2800A	1GDM7D1Y3EV501107	17612
	X1403	1987	INTHR	S1954	2500/2/S	1HTLDUXNOHHA20584	19102
	X1404	1992	FORD	LN 8000	2800/A	1FDXR82A7NVA09339	19992
	X1441	1983	FORD	C-8000	3500/2/A	1FDYD80U2DVA47642	17411
	XM85	1991	FORD	E-250	VAN	1FTFE24Y0MHA58365	17448
	XS101	1993	CHEVY	G-30	VAN	2GCHG35K1P4146933	17830
	XS102	1994	FORD	E-250	VAN	1FTHS24H7RHA98967	17829

**EXHIBIT F**

(See Section 3.11 of Security Agreement)

**FIXTURES****Owned:**

<u>Record Owners</u>	<u>Property Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
Ortep of Pennsylvania, Inc.	Roy E. Miller	301 N. Forge Road	Palmyra	PA	17078
Petro Holdings, Inc.	Whaleco/Colonial	12 Colonial Road	Canton	CT	06019
Petro Holdings, Inc.	DeBlois E. Greenwich	2579 South Country Trail	E. Greenwich	RI	02818
Meenan Oil Co, LP	Burke	26 Bayview Rd. nr. Roa Hook Road	Peekskill	NY	10566
Meenan Oil Co, Inc.	Meenan Oil Clinton	108 W. Main Street	Clinton	NJ	08809
Meenan Oil Co, LP	Meenan Oil Chester	65 Maple Avenue	Chester	NJ	07930
Meenan Oil Co, LP	Meenan Oil Franklin	460 Route 23	Franklin	NJ	07416
Meenan Oil Co, LP	BudOil Co.	55 US Highway 46	Hackettstown	NJ	07840
Meenan Oil Co, LP	Wallace	10 Sands Station Road	Middletown	NY	10940
Meenan Oil Co, LP	Kirk's Fuel	1859 Route 212	Quakertown	PA	18951
Petro Holdings, Inc.	Prov Energy Oil	25 Stafford Street	Warwick	RI	02886
Meenan Oil Co, LP	Hamburg	State Route 23 at Oak Street	Hamburg	NJ	07419
Petro Inc.	Billings	Routes 55 & 82	Billings	NY	12510
Petro Holdings, Inc.	River - Woonsocket	1182 River St.	Woonsocket	RI	02895
Marex Corp.	Marex Corp.	8900 Citation Rd.	Baltimore	MD	21221
Meenan Oil Co, LP	Region Oil	15 Richboyton Road	Dover	NJ	07801
Minnwhale LLC	Whaleco	800 State Road	Princeton	NJ	08540
Petro Inc.	Eastern Depot	30 Old Dock Road	Yaphank	NY	11980
Meenan Oil Co, LP	Meenan Long Island	3020 Burns Avenue	Wantagh	NY	11793
Ortep of Pennsylvania, Inc.	DJ Witman	4025 Pottsville Pike	Reading	PA	19605
Meenan Oil Co, Inc.	Meenan Oil	113 Main Street	Tullytown	PA	1907
Meenan Oil Co, Inc.	Young Supply	8301 Lansdowne Avenue	Upper Darby	PA	19082
Richland Partners, LLC	Richland	62 N. Main Street	Stewartstown	PA	17363
Richland Partners, LLC	Richland	1234 Cloverleaf Road	Mt Joy	PA	17552
Richland Partners, LLC	Richland	669 E Ross Street	Lancaster	PA	17602
Richland Partners, LLC	Richland	572 E. Main Street	New Holland	PA	17557
Richland Partners, LLC	Richland	25 Hanover Street	York	PA	17404
Petro Holdings, Inc.	Prov Energy Oil	141 Knight Street	Warwick	RI	02886
Petro Holdings, Inc.	Prov Energy Oil	12 Stafford Street	Warwick	RI	02886
Petro Holdings, Inc.	Prov Energy Oil	550 Fish Road	Tiverton	RI	02878
Petro Holdings, Inc.	Prov Energy Oil	1191 River Street	Woonsocket	RI	02895
Hoffman Fuel Company of Bridgeport	Bridgeport	156 E. Washington Street	Bridgeport	CT	06611
Hoffman Fuel Company of Danbury	Danbury	170 White Street	Danbury	CT	06810
Hoffman Fuel Company of Danbury	New Milford	519 Danbury Rd	New Milford	CT	
A.P. Woodson	Southern Propane	1169 John C. Calhoun Drive	Orangeburg	SC	
A.P. Woodson	Southern Propane	854 Cannon Bridge Road	Orangeburg	SC	

<b>Leased: Location</b>	<b>Street</b>	<b>City / St / Zip</b>	<b>Landlord</b>	<b>Legal Entity</b>
Connecticut	52, 55 & 71 Day Street / 18 Concord St/ 22-24 Woodward Ave	Norwalk CT 06854	Robert Schwartz	Petro Inc.
New Haven	212 Elm St.	North Haven CT 06473	O'Leary-Vicunas No. Two, LLC	Petro Holdings, inc.
Corporate	2187 Atlantic Street	Stamford CT 06902	Antares 2187 Atlantic Spe LLC	Petro Inc.
Boston	295 Eastern Avenue	Chelsea MA 02150	Northeast Petroleum Div of Cargill, Inc.	Petroleum Heat & Power, Inc.
Boston	51 Industrial Drive	Readville MA 02081	Antonio Musto & Joseph Musto	Petro Holdings, Inc.
Kenvil	94 Dell Avenue	Kenvil NJ 07847	Sylway Properties	Minnwhale LLC
Lakewood	99 River Avenue	Lakewood NJ 08701	Kaitlyn Industries, Inc	Minnwhale LLC
Linden	11 Lincoln St.	Linden NJ 07036	Linden Associates VI	Minnwhale LLC
Pennsauken	1701 Sherman Ave.	Pennsauken NJ 08110	Mid America	Minnwhale LLC
South Plainfield	40 Cragwood Road	South Plainfield NJ 07080	Cragwood LLC	Minnwhale LLC
Hudson River Petroleum-Burke	569 N. Main St	Brewster NY 10509	Richard E. Bouton	Meenan Oil Co. LP
Durkin	560 N. Main St.	Brewster NY 10509	Durkin water supply.	Meenan Oil Co. LP
Brooklyn	1820 Cropsey Avenue	Brooklyn NY 11214	Sergio & Vincent Allegretti	Petro Inc.
Burke Realty Hawthorne	475 Commerce St.	Hawthorne NY 10532	George E. Burke	Meenan Oil Co. LP
Hicksville	477 W. John St. and 5 Alpha Plaza	Hicksville NY 11801	Alpha John Associates	Petro Inc.
Hicksville	51 Alpha Plaza	Hicksville NY 11801	Stelow Inc	Petro Inc.
Highland	388 Upper North Road	Highland NY 12528	Tricia Holdings, Inc., LLC	Petro, Inc.
Petro - East	125 West Meadow Road	King's Park NY 11754	AHJ Associates	Petro Inc.
Maspeth	55-60 58th Street	Maspeth NY 11378	Capitol Distributors Corp	Petro Inc.
Hardy	13520 Main St.	Mattituck NY 11952	Joseph Hardy	Petro Inc.
Melville	520 Broadhollow Road	Melville NY 11747	Reckson Australia Portfolio Clearing	Petro Inc.
Carpenter & Smith	100/98 Spring St.	Monroe NY 10950	Herbert Schneider	Meenan Oil Co. LP
Plainview	3 - 5 Fairchild Court	Plainview NY 11803	Commander Enterprises	Petro Inc.
Plainview	1 Fairchild Court	Plainview NY 11803	Long Island Industrial MGT LLC	Petro Inc.
Melville - Dispatch / IT	171 Ames Court	Plainview NY 11803	ESCO Management C/O JFI	Petro Inc.
Effron-Norfe Realty (oil terminal)	100/99 Prospect Street	Poughkeepsie NY 12601	Dawn Effron	Meenan Oil Co. LP
Effron-Norfe Realty (office and garage)	143 and 154 Garden St.	Poughkeepsie NY 12601	Dawn Effron	Meenan Oil Co. LP

Ryan	47 Patrick Lane	Poughkeepsie NY 12603	Patrick Page Commercial Properties, LLC	Meenan Oil Co. LP
Ryan	35 Patrick Lane	Poughkeepsie NY 12603	John Page Development, LLC	Meenan Oil Co. LP
Ryan	Parking Lane Parking Lot	Poughkeepsie NY 12603	Patrick Page Commercial Properties, LLC	Meenan Oil Co. LP
Hardy	76 Mariner Drive (Northwestern)	Southampton NY 11968	P & J Associates	Petro Inc.
Hardy	1654 County Road 39	Southampton NY 11968	Joseph Hardy	Petro Inc.
Hardy	7 & 11 Greenfield Ave	Southampton NY 11968	Joseph Hardy	Petro Inc.
Hardy	76 Mariner Drive (Southwestern)	Southampton NY 11968	P & J Associates	Petro Inc.
Southampton Terminal	224 N. Main St.	Southampton NY 11968	224 North Main Street LLC	Petro Inc.
Burke -Verplank	126 Broadway	Verplank NY 10596	Regina Keefe Trustee	Meenan Oil Co. LP
Bronx	1416 Williamsbridge	Bronx NY 10461	Ardee Plaza, LLC	Petro Inc.
Leffler-Douglassville	21 Unionville Rd.	Douglassville PA 19518	NJB Partners LLC	Richland Partners, LLC
Leffler-Douglassville	Additional space @ 21 Unionville Road	Douglassville PA 19518	NJB Partners LLC	Richland Partners, LLC
Leffler-Lucknow	3300 Industrial Rd.	Harrisburg PA 17110	Eldorado Properties	Richland Partners, LLC
Mt Joy-(office, garage)	13-15 Mount Joy St.	Mount Joy PA 17552	DH & PM Properties	Richland Partners, LLC
Leffler-Richland	225 East Main St.	Richland Borough PA 17087	Premier R&G Properties	Richland Partners, LLC
Pennsylvania	644 - 650 Knowles Ave	Southampton PA 18966	Douglas E. Woosnam	Ortep of Pennsylvania
Allentown	6330 Farm Bureau Road	Upper Macungie PA 18106	Paul Weis	Ortep of Pennsylvania
Woods	22 Almeida Ave	East Providence RI 02914	Benker Family LLC	Petro Holdings, Inc.
Providence	50 Houghton Street	Providence RI 02904	50 Houghton Associates, LP	Petroleum Heat & Power, Inc.
Buckley	1630-1632 Kingstown Rd	South Kingstown RI 02879	Highlander Realty LLC	Petro Holdings, Inc.
Arlington	6873 Lee Highway Arlington	Arlington VA 22213	R. Shreve LLC	A.P. Woodson Company
Wallace	50 Industrial Place	Middletown NY 10940	Alta East inc.	Meenan Oil Co. LP
Region	276 Main St.	Hackettstown NJ 07840	CK & S Buliding Dorothy kappers	Meenan Oil Co. LP
Region	282 Main St.	Hackettstown NJ 07840	DE KAPPERS Dorothy kappers	Meenan Oil Co. LP
Rye Fuel	225 Greenleaf Avenue	Portsmouth NH 03801	PPG Properties	Rye Fuel Company
Lewis Oil Company	50 Roselle St.	Mineola NY 11501	Windsor Fuel Company Inc. Pension Trust	Lewis Oil company, Inc.
C. Hoffberger Company	1400 Ceddox Street	Baltimore MD 21226	E. Stewart Mitchell	C. Hoffberger Company
C. Hoffberger Company	33 Hudson Street	Annapolis MD 21401	Petroleum Marketing Group, Inc.	C. Hoffberger Company
Lewis Oil Company	175 Sunnyside Holding Corp.	Plainview NY 11803	175 Sunnyside Blvd., Inc.	Lewis Oil company, Inc.

Lewis Oil Company Hoffman Fuel Company	274-D Montauk Hwy 56 Quarry Rodad	Hampton Bays NY 11946 Trumbull CT 06611	RCF Properties Corp. Robert D. Scinto	Lewis Oil company, Inc. Hoffman Fuel Company of Danbury Richland Partners, LLC
Tanner (Leffler)	1120 Mount Rock Rd	Shippensburg PA 17257	Rohr Family Limited Partnership	
Kasden - East hartford Great Falls Propane Carroll Home Services	340 Tolland Street 1509 Pageland Highway 2700 Loch Raven Road	East Hartford, CT 06108 Lancaster, SC 29115 Baltimore, MD	Sybil Deitch Michel's Motorsports, LLC Carroll Independent (Sublandlord)	Petro, Inc. Great Falls Propane, LLC A.P. Woodson Company
Carroll Home Services	509 Old Westminister Pike	Westminister, MD	Carroll Independent (Sublandlord)	A.P. Woodson Company
Carroll Home Services	226 Cockeysville Rd	Hunt Valley, MD	Carroll Independent (Sublandlord)	A.P. Woodson Company
Carroll Home Services	101- 103 Laurel Ave	Laurel, MD	Carroll Independent (Sublandlord)	A.P. Woodson Company
Young Supply	236 Brandywine Ave	Downingtown, PA	Brandywine Avenue Commercial, LLC	Meenan Oil Co. LP
Home - NM Carroll Home Services	125 Commerce St. 6401 Chemical Road	Brookfield, CT 06804 Curtis Bay, MD 21226	Tecor Properties, LLC Carroll Independent (Sublandlord)	Petro, Inc. A.P. Woodson Company
Lenaire Wolfe J.J. Skelton Manor Fuel	1174 Amelia Street 40 West Manoa Road 152 Railroad Avenue	Orangeburg, SC 29115 Haverton, PA Huntington Station, NY 11746	Lenaire F. Wolfe, II BOT, Inc Nicoletto Family Investment Trust	A.P. Woodson Company JJ Skelton Oil Company Lewis Oil Company, Inc.
Rochette Oil Rocklyn Fuel John Ray and Sons	658 Daniel Webster Highway 200 Atlantic Ave 2995 7th Avenue	Merrimack, NH Oceanside, NY 11572 Troy, NY	Willey Real Estate, LLC Rocklyn Fuel Oil Corp. Ray Garage, LLC	Rye Fuel Company Lewis Oil Company, Inc. Columbia Petroleum Transportation, LLC
John Ray and Sons	2900 6th Avenue	Troy, NY	John Ray Properties, LLC	Columbia Petroleum Transportation, LLC
John Ray and Sons	2800 7th Avenue	Troy, NY	2800 Seventh Ave, LLC	Columbia Petroleum Transportation, LLC
John Ray and Sons	4 Blue Lupine Lane	Wilton, NY	4 Blue Luoine Lane, LLC	Columbia Petroleum Transportation, LLC
John Ray and Sons	2794-A Seventh Avenue	Troy, NY	Ray Garage, LLC	Columbia Petroleum Transportation, LLC



**Exhibit G**

(See Section 3.13 of Security Agreement and Definition of “Pledged Collateral”)

## LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY STOCKS

<u>Issuer</u>	<u>issued in the name of</u>	<u>CERTIFICATE NO.</u>	<u>Ownership Interest</u>
A.P. Woodson Company	Petro, Inc.	1	100 shares of Common Stock, no par value; 100% ownership interest
CFS LLC	Richland Partners, LLC	N/A	100% Membership Interest
Champion Oil Company	Champion Energy Corporation	3	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Champion Energy Corporation	Petro Holdings, Inc.	29	1,000 shares of Common Stock, without par value; 100% ownership interest <sup>1</sup>
C. Hoffberger Company	Champion Energy Corporation	1	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Columbia Petroleum Transportation, LLC	Richland Partners, LLC	100	100% Membership Interest
Hoffman Fuel Company of Bridgeport	Champion Energy Corporation	1	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Hoffman Fuel Company of Danbury	Champion Energy Corporation	1	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Hoffman Fuel Company of Stamford	Champion Energy Corporation	1	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
JJ Skelton Oil Company	Champion Energy Corporation	1	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Lewis Oil Company, Inc.	Champion Energy Corporation	2	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Marex Corporation	Petro, Inc.	100	100 shares of Common Stock, no par value; 100% ownership interest
Minnwhale LLC	Petro, Inc.	N/A	100% Membership Interest
Meenan Holdings of New York, Inc.	Meenan Oil Co., Inc.	1	100 shares of Common Stock, no par value; 100% ownership interest
Meenan Oil Co., Inc.	Petro Holdings, Inc.	100	1,269 shares of Common Stock, par value \$ 0.01 per share; 100% ownership interest
Meenan Oil Co., L.P.	1) Meenan Oil Co., Inc.	100	1) 75.069236% Limited Partnership Interest
	2) Meenan Holdings of New York, Inc.	101	2) 24.930764% Limited Partnership Interest
Ortep of Pennsylvania, Inc.	Petroleum Heat and Power Co., Inc.	1	200 shares of Common Stock, no par value; 100% ownership interest
Petro Plumbing Corporation	Petroleum Heat and Power Co., Inc.	1	90 shares of Common Stock, \$0.01 par value; 90% ownership interest

<sup>1</sup> Face amount on share certificate is 100 shares \$0.01 par value. Current amount is based on a 1:10 stock split pursuant to a 1:10 increase in authorized shares and a change in par value. No replacement share certificate has been issued.

Petro, Inc.	Petroleum Heat and Power Co., Inc.	C100	950 shares of Common Stock, no par value; 100% ownership interest
Petroleum Heat and Power Co., Inc.	Petro Holdings, Inc.	No #	100 shares of Common Stock, no par value; 100% ownership interest <sup>2</sup>
Petro Holdings, Inc.	Star Acquisitions, Inc.	1	100 shares of Common Stock, par value \$0.01 per share; 100% ownership interest
RegionOil Plumbing, Heating and Cooling Co., Inc.	Meenan Oil Co., L.P.	4	90 shares of Common Stock, no par value; 90% ownership interest
Richland Partners, LLC	Ortep of Pennsylvania, Inc.	100	100% Membership Interest
Rye Fuel Company	Champion Energy Corporation	1	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Star Gas Finance Company	Star Gas Partners, L.P.	1	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Star Acquisitions, Inc.	Star Gas Partners, L.P.	2	99.99 shares of Common Stock, \$0.01 par value; 99.99% ownership interest
Star Acquisitions, Inc.	Star Gas Partners, L.P.	3	0.01 shares of Common Stock, \$0.01 par value; 0.01% ownership interest
Star Gas Partners, L.P.	Kestrel Heat, LLC		Certificate Representing 324,100 General Partnership Units Representing General Partnership Interests
TG&E Service Company, Inc.	Star Gas Partners, L.P.	2	100% Membership Interest

BONDS

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
N/A					

GOVERNMENT SECURITIES

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
N/A						

OTHER

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Account Number(s) or Description</u>
NewEdge USA, LLC	Petroleum Heat and Power Co., Inc.	Account Nos. GGG 76031, 034-76031, 034-76032, and 034-76033; Control Agreement [all inactive]
Morgan Stanley DW	Petroleum Heat and Power Co.	64289011 [not active - ~\$1200 in acct]

<sup>2</sup> Face amount on share certificate is 26,452,270 shares, par value \$0.01 per share. Current amount is based on a reverse stock split pursuant to a decrease in the authorized shares and a change in par value. No replacement share certificate has been issued.

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JPMorgan Chase Bank, N.A.	Petroleum Heat and Power Co.	36056919 and 36056885
J. P. Morgan Securities LLC	Petroleum Heat and Power Co.	Futures Account # M 1018 D 1179
Star Gas Partners, L.P.	Petroleum Heat and Power Co.	\$77,519,991 10.25% Subordinated Note dated November 16, 2010
Star Gas Partners, L.P.	Petroleum Heat and Power Co.	\$37,391,917 9.3% Subordinated Note dated November 16, 2010

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**EXHIBIT H**

(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

<u>NAME OF COMPANY</u>	<u>JURISDICTION OF FILING</u>
A.P. Woodson Company	District of Columbia
Columbia Petroleum Transportation, LLC	Delaware
Marex Corporation	Maryland
Minnwhale LLC	New York
Meenan Holding of New York, Inc.	New York
Meenan Oil Co., Inc.	Delaware
Meenan Oil Co., L.P.	Delaware
Ortep of Pennsylvania, Inc.	Pennsylvania
Petro, Inc.	Delaware
Petro Holdings, Inc.	Minnesota
Petroleum Heat and Power Co., Inc.	Minnesota
Richland Partners, LLC	Pennsylvania
Star Gas Finance Company	Delaware
Star Gas Partners, L.P.	Delaware
Star Acquisitions, Inc.	Minnesota

**EXHIBIT I**

(See Section 4.4 and 4.8 of Security Agreement)

AMENDMENT

This Amendment, dated \_\_\_\_\_, is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Second Amended and Restated Pledge and Security Agreement, dated as of January [ ], 2014, between the undersigned, as the Grantors, and JPMorgan Chase Bank, N.A., as the Collateral Agent, (the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in said Security Agreement.

1. \_\_\_\_\_

2.

3. By:

4. Name: \_\_\_\_\_

5. Title: \_\_\_\_\_

6.

7. \_\_\_\_\_

8.

9. By:

10. Name: \_\_\_\_\_

11. Title: \_\_\_\_\_

12.

13. \_\_\_\_\_

14.

15. By:

16. Name: \_\_\_\_\_

17. Title: \_\_\_\_\_

SCHEDULE I TO AMENDMENT

STOCKS

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Certificate Number(s)</u>	<u>Number of Shares</u>	<u>Class of Stock</u>	<u>Percentage of Outstanding Shares</u>

BONDS

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>

GOVERNMENT SECURITIES

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED)

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>

[Add description of custody accounts or arrangements with securities intermediary, if applicable]

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**EXHIBIT J**  
(See definition of “Commercial Tort Claims”)

COMMERCIAL TORT CLAIMS

None

STOCK PURCHASE AGREEMENT

between

CENTRAL HUDSON ENTERPRISES CORPORATION

and

PETRO HOLDINGS, INC.

Dated as of January 27, 2014



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## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT, is made as of January 27, 2014 (this "Agreement"), by and between CENTRAL HUDSON ENTERPRISES CORPORATION, a New York corporation ("Seller"), and PETRO HOLDINGS, INC., a Minnesota corporation ("Purchaser"), under the following circumstances:

A. Seller is the sole holder of all of the outstanding capital shares of Griffith Energy Services, Inc., a New York corporation (the "Company"). The Company is engaged in the business of distributing heating oil, propane and motor fuels to residential and commercial customers, and providing heating, ventilation and air conditioning sales and maintenance and other related services, in Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia (collectively, the "Business").

B. Upon the terms and subject to the conditions hereinafter set forth, the parties desire that Seller sell to Purchaser, and that Purchaser purchase from Seller, all of the outstanding capital stock of the Company. Unless otherwise indicated, capitalized terms used herein have the respective meanings set forth in Section 14.1.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE 1

#### PURCHASE AND SALE OF THE SHARES

Section 1.1 Purchase and Sale of the Shares. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all 100 authorized and outstanding shares of voting common stock without par value of the Company (the "Shares").

### ARTICLE 2

#### CONSIDERATION

Section 2.1 Amount and Form of Consideration. The purchase price to be paid by Purchaser to Seller in consideration of the sale of the Shares as provided in this Agreement shall be U.S. \$69,850,000 (the "Base Purchase Price"); (i) increased by the amount by which the sum of the net book value of the current assets (including the Closing Date Cash) and notes receivable of the Company as of the Effective Time and the prepaid expense referred to in Section 10.7 (collectively, the "Closing Assets") exceed the net book value of the current liabilities and Other Liabilities of the Company as of the Effective Time (collectively, the "Closing Liabilities"), or (ii) decreased by the amount by which the Closing Assets are less than the Closing Liabilities, with the line item Closing Assets and Closing Liabilities determined in each case in accordance

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with GAAP (except as otherwise provided on Exhibit A (Statement of Closing Assets and Closing Liabilities as of September 30, 2013)) in a manner consistent with the Company's past practice and in the same manner in which Exhibit A (Statement of Closing Assets and Closing Liabilities as of September 30, 2013) was prepared, as finally determined pursuant to Section 2.3 (the "Closing Adjustment"). The Purchase Price shall be paid as provided in Sections 2.2 and 2.4.

Section 2.2 Closing Payment. At the Closing, Purchaser shall pay to Seller an amount equal to the Base Purchase Price, adjusted as provided in this Section 2.2 (as so adjusted, the "Closing Payment"), by wire transfer of immediately available funds to an account or accounts designated by Seller, such designation to be made in writing at least two Business Days prior to the Closing Date. For purposes of calculating the Closing Payment: (i) at least five days prior to the Closing Date, Seller shall deliver to Purchaser Seller's good faith estimate of the Closing Adjustment (the "Estimated Closing Adjustment"), together with such information as is reasonably sufficient to show the basis for Seller's estimates, and (ii) the Closing Payment shall be equal to the Base Purchase Price plus or minus the amount of the Estimated Closing Adjustment.

Section 2.3 Closing Statement. (a) As promptly as practicable after the Closing, but in no event more than 60 days after the Closing, Seller shall prepare and deliver to Purchaser a statement (the "Closing Statement") setting forth the calculation of the Closing Assets, the Closing Liabilities and the Closing Adjustment. The Closing Statement shall be prepared on the basis of a closing of the Company's books as of the Effective Time conducted as soon as practical after the Closing Date in a manner consistent with the Company's past practice and in the same manner as Exhibit A was prepared. The Closing Statement shall include such information as is reasonably sufficient to show how Seller made such calculations.

(b) Purchaser shall, during the 60-day period following the Closing, make available to Seller and its authorized representatives during normal business hours the books and records of the Company for use in preparing the Closing Statement. During the 30-day period following delivery by Seller of the Closing Statement, Seller shall make available to Purchaser and its authorized representatives during normal business hours the work papers used by Seller in preparing the Closing Statement and shall promptly furnish to Purchaser such other information with respect to the preparation of the Closing Statement as Purchaser or its representatives may from time to time reasonably request.

(c) Purchaser shall have 30 days following receipt of the Closing Statement to give Seller a written notice (the "Notice of Dispute") of any disputes or objections concerning the Closing Statement, the Closing Assets, the Closing Liabilities and the Closing Adjustment not being in accordance with this Article 2, specifying in reasonable detail the nature and amount of such disputes or objections. Items and amounts in the Closing Statement to which no objection is made in the Notice of Dispute shall be final and binding upon the parties. If Purchaser does not deliver the Notice of Dispute to Seller within such 30-day period, the Closing Statement shall be considered to have been accepted by Purchaser, and the Closing Assets, the Closing Liabilities and the Closing Adjustment shall be final and binding. In the event Purchaser delivers the Notice of Dispute to Seller, Purchaser and Seller shall attempt to resolve the disputed matters as promptly as possible.

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(d) If Purchaser and Seller are unable to resolve all disputed matters identified in the Notice of Dispute, if any, within 30 days after delivery of the Notice of Dispute to Seller, the remaining disputed matters shall be resolved by an accounting firm mutually designated by Purchaser and Seller (the "Independent Accounting Firm"). The determination by the Independent Accounting Firm shall be final and binding upon the parties, and the Closing Statement (including, if affected thereby, the Closing Assets, the Closing Liabilities and the Closing Adjustment) shall be adjusted accordingly. The Independent Accounting Firm shall be instructed to address only the remaining disputed items or amounts from the Notice of Dispute and to use reasonable efforts to complete its review and make all necessary determinations within 30 days after submission of the Notice of Dispute to it. The Closing Statement (including, if affected thereby, the Closing Assets, the Closing Liabilities and the Closing Adjustment) as modified by resolution of any disputes in accordance with this Section 2.3(d) or, if applicable, as accepted by Purchaser pursuant to Section 2.3(c), shall be final and binding, and the Closing Assets, the Closing Liabilities and the Closing Adjustment shall be as set forth therein. The fees and expenses of the Independent Accounting Firm shall be shared equally by Seller and Purchaser.

Section 2.4 Payment Based on Closing Statement. If the Purchase Price (calculated in accordance with Section 2.1 using the amounts of the Closing Adjustment as finally determined pursuant to Section 2.3) exceeds the Closing Payment, Purchaser shall, within five Business Days after the Closing Statement becomes final pursuant to Section 2.3, pay to Seller the amount by which the Purchase Price exceeds the Closing Payment. If the Purchase Price (calculated in accordance with Section 2.1 using the amounts of the Closing Adjustment as finally determined pursuant to Section 2.3) is less than the Closing Payment, Seller shall, within five Business Days after the Closing Statement becomes final pursuant to Section 2.3, pay to Purchaser the amount by which the Purchase Price is less than the Closing Payment. No interest shall be payable with respect to any payment made pursuant to this Section 2.4 if such payment is made within five Business Days after the date the Closing Statement becomes final pursuant to Section 2.3. If any such payment is not made within such five Business Day period, then, commencing on the next day, interest shall accrue thereon at a rate per annum equal to the KeyBank prime rate. Such rate shall change as the KeyBank prime rate changes, and interest shall be calculated on the basis of a year of 360 days. Payments pursuant to this Section 2.4 shall be made by wire transfer of immediately available funds in U.S. dollars to an account designated by the intended recipient, such designation to be made in writing at least two Business Days prior to the date payment is due.

ARTICLE 3  
THE CLOSING

Section 3.1 Closing Date. Except as hereinafter provided, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Thompson Hine LLP, 335 Madison Avenue, 12th Floor, New York, New York, at 10:00 a.m. (local time) on (i) March 4, 2014, or (ii) if the conditions set forth in Articles 8 and 9 (other than those conditions that by their terms cannot be satisfied until the Closing Date) have not been satisfied or, in the case of Article 8, waived by Purchaser or, in the case of Article 9, waived by Seller, by such date, then the third Business Day following the date on which the last of the



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conditions set forth in Articles 8 and 9 have been satisfied (other than those conditions that by their terms cannot be satisfied until the Closing Date) or, in the case of Article 8, waived by Purchaser, or, in the case of Article 9, waived by Seller, or (iii) at such other place and/or at such other time and date as may be mutually agreed upon by Purchaser and Seller, which shall not be later than the Outside Closing Date (the date of the Closing being referred to herein as the “Closing Date”).

Section 3.2 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser the following:

- (a) the stock certificate(s) representing the Shares and an assignment in substantially the form of Exhibit B assigning and transferring the Shares to Purchaser, duly executed by Seller;
- (b) a receipt duly executed by Seller acknowledging receipt of the Purchase Price;
- (c) the certificate referred to in Section 8.5, signed by a duly authorized officer of Seller;
- (d) a resignation from each director and officer of the Company who is not an employee of the Company from all positions with the Company;
- (e) a certificate of non-foreign status pursuant to Treasury Regulation § 1.1445-2(b)(2) signed by Seller;
- (f) an IRS Form 8023 reflecting an election under Section 338(h)(10) of the Code, executed by the common parent of the selling consolidated group in accordance with Section 338(h)(10)(C) of the Code;
- (g) a copy of the Company Certificate certified by the Secretary of State of the State of New York and a certificate issued by the appropriate Governmental Authority (or other reasonable evidence) of the good standing of the Company as a foreign corporation in the States of Delaware, Maryland, New York and West Virginia, the Commonwealths of Pennsylvania and Virginia and the District of Columbia;
- (h) an opinion of Thompson Hine LLP in substantially the form set forth as Exhibit C;
- (i) copies of all Required Material Consents; and
- (j) such other documents and instruments as reasonably may be required by Purchaser to consummate the transactions contemplated by this Agreement at the Closing.

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Section 3.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller the following:

- (a) the Closing Payment, by wire transfer of immediately available funds in the amount and manner provided in Section 2.2;
- (b) the certificate referred to in Section 9.5, signed by a duly authorized officer of Purchaser;
- (c) an IRS Form 8023 reflecting an election under Section 338(h)(10) of the Code, executed by Purchaser;
- (d) an opinion of Phillips Nizer LLP in substantially the form set forth as Exhibit D; and
- (e) such other documents and instruments as reasonably may be required by Seller to consummate the transactions contemplated by this Agreement at the Closing.

Section 3.4 Proceedings at Closing; Effective Time. All acts and proceedings to be taken and all documents to be executed and delivered by the parties at the Closing shall be deemed to have been taken and executed simultaneously, effective as of the Effective Time (unless otherwise expressly provided herein), and, except as permitted under this Agreement, no acts or proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered.

#### ARTICLE 4

##### REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller hereby represents and warrants to Purchaser as of the date of this Agreement as set forth below:

Section 4.1 Organization and Good Standing. Each of Seller and the Company is duly organized, validly existing and in good standing under the laws of New York and has the requisite power and authority to own or lease and operate its properties and to carry on, in all material respects, its business as now being conducted. The Company is duly authorized to conduct business as a foreign corporation in the States of Delaware, Maryland and West Virginia, the Commonwealths of Pennsylvania and Virginia and the District of Columbia, which are the only jurisdictions in which such qualification is required, except where the failure to be so qualified would not reasonably be expected to materially interfere with the business activities of the Company. Seller has delivered or made available to Purchaser an accurate and complete copy of the certificate of incorporation of the Company as in effect on the date of this Agreement (the "Company Certificate") and the bylaws of the Company as in effect on the date of this Agreement (the "Company Bylaws"). Seller has made available to Purchaser complete and correct copies of the minutes of all meetings of the sole stockholder and Board of Directors of the Company since the date of the Company's incorporation.

Section 4.2 Authorization of Agreement. Seller has all requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated hereby to be executed by Seller in connection with the consummation

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of the transactions contemplated hereby (all such other agreements, documents, instruments and certificates required to be executed by Seller being hereinafter referred to, collectively, as the “Seller Documents”), and to perform (or cause to be performed) fully its obligations hereunder and thereunder. The execution, delivery and performance by Seller of this Agreement and each of the Seller Documents has been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been, and each of the Seller Documents will be, on or prior to the Closing Date, duly executed and delivered by Seller, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section 4.3 Capital Structure. The authorized capital stock of the Company consists of 100 shares of voting common stock without par value. The Shares are duly authorized, validly issued, fully paid and nonassessable and are not subject to, or issued in violation of, any purchase option, call option, right of first refusal, preemptive right or other similar right under any provision of the NYBCL, the Company Certificate, the Company Bylaws, any Contract to which the Company is a party or otherwise is bound or any applicable securities or other Laws. All of the Shares are owned by Seller, beneficially and of record, and are not subject to any Lien. Except for the Shares, no shares of capital stock or voting securities of, or other equity interests in, the Company are issued, reserved for issuance or outstanding. All of the terms and rights of the Shares are set forth in the Company Certificate. There are no outstanding options, warrants, calls or other rights to acquire any capital stock or other securities of the Company nor does either the Company or Seller have any obligation to issue, deliver or sell any capital stock or other securities of the Company or any options, warrants, calls or other rights to acquire any capital stock or other securities of the Company.

Section 4.4 Subsidiaries. The Company does not own, directly or indirectly, any capital stock or voting securities of, or other equity interests in, or any interest convertible into or exchangeable or exercisable for, any capital stock or voting securities of, or other equity interests in, any Person.

Section 4.5 No Conflicts; Consents of Third Parties. (a) Except as set forth on Schedule 4.5, the execution and delivery by Seller of this Agreement and each of the Seller Documents, the consummation of the transactions contemplated hereby or thereby and compliance by Seller with any of the provisions hereof or thereof will not: (i) violate any provision of the Company Certificate, the Company Bylaws or the certificate of incorporation or bylaws of Seller; (ii) violate or constitute a breach of or a default under, any Material Contract, if such violation, breach or default would reasonably be expected to have a Material Adverse Effect; (iii) contravene or result in a violation of any Law to which the Company or Seller is subject or violate in any material respect, result in a material breach of, or constitute a material default under, any Order by which Seller or the Company is bound or subject; (iv) give rise to the creation of a Lien (other than a Permitted Exception or a Real Property Permitted Exception) upon the Shares or any of the assets of the Company under the terms of any Indebtedness, mortgage, indenture, deed of trust, license, lease, permit, agreement or other instrument or obligation to which Seller or the Company is a party or by which Seller, the Shares, the Company, or any of the assets of the Company is bound; (v) give any person the right to terminate or modify any Material Contract; or (vi) give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify any Permit held by or for the benefit of the Company.

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(b) Except as required by the HSR Act or as set forth on Schedule 4.5, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority or, to the Knowledge of Seller, any other Person is required on the part of Seller or the Company in connection with the execution and delivery of this Agreement or the Seller Documents, the consummation of the transactions contemplated hereby and thereby or the compliance by Seller or the Company with any of the provisions hereof or thereof, other than consents, waivers, approvals, Orders, Permits or authorizations of, or declarations or filings with, or notifications to, any Person or Governmental Authority the failure of which to be received or made would not reasonably be expected to have a Material Adverse Effect.

Section 4.6 Financial and Other Information. (a) Seller has made available to Purchaser copies of: (i) the unaudited balance sheet and income statement of the Company as of December 31, 2012 and for the fiscal year then ended, and (ii) the unaudited balance sheet and income statement of the Company as of September 30, 2013 and for the nine months then ended (collectively, the "Financial Information"). The Financial Information was prepared from Seller's books and records and fairly presents, in all material respects, the financial position of the Company as of the dates thereof and the results of its operations for the periods indicated in accordance with GAAP, except that the Financial Information lacks the full footnotes required by GAAP and, with respect to the Financial Information for the nine months ended September 30, 2013, normal year-end adjustments. Schedule 4.6(a) sets forth the year-end adjustments made to the Financial Information for the year ended December 31, 2012.

(b) The Company does not have as of the date of this Agreement, and will not have as of the Closing, any Indebtedness.

(c) All books, records and accounts of the Company are accurate and complete, and are maintained, in all material respects in accordance with good business practice and all applicable Laws. The Company maintains systems of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences.

(d) Schedule 4.6(d) sets forth, for each month during the period from October 1, 2012 through September 30, 2013, the Company's volumes (in gallons) by product category or type of customer, the Company's gross profit by product category or type of customer and the Company's HVAC revenues by type.

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(e) Schedule 4.6(e) sets forth, as of September 30, 2013, the number of Active Customers (as defined on Schedule 4.6(e)) of the Company by product category or type of customer and the number of customers who were parties to service agreements. As of the earlier of the Closing Date or February 28, 2014, the number of Active Customers of the Company for Petroleum Products (other than in the “will call” category) shall be no less than 98% of the number of Active Customers of the Company for Petroleum Products (other than in the “will call” category) as of September 30, 2013 (as shown on Schedule 4.6(e)).

(f) Schedule 4.6(f) includes schedules showing the aging of the accounts receivable of the Company as of September 30, 2013 and November 30, 2013 that are accurate and complete in all material respects.

(g) Schedule 4.6(g) includes a list of all business acquisitions by the Company since November 1, 2000, other than acquisitions of business subsequently sold by the Company pursuant to the Northeast Sale Agreement and with respect to which the Company has no further contractual obligations to the sellers of such businesses.

(h) None of Seller, Seller Parent, Fortis, Inc. or any other Affiliate of Seller or Fortis, Inc. has, or will have as of the Closing Date, any Customer Information.

(i) Set forth on Schedule 4.6(i) is a general narrative description of the Company’s discount, rebate and other similar customer programs that is accurate and complete in all material respects.

(j) Since September 30, 2013, the Company has continued its normal delivery schedule for Petroleum Products in all material respects and has not delivered products materially in advance of the Company’s normal delivery schedule.

(k) Neither the Company nor Seller has disclosed any material portion of the Customer Information to any Person other than: (i) the Company’s employees, and (ii) certain independent contractors and other firms listed on Schedule 4.6(k), who in each case have access to the Customer Information in the Company’s computer systems to perform their required duties.

(l) Except as set forth on Schedule 4.6(k), the Company does not subcontract to any independent contractor the delivery of Petroleum Products or the provision of any sales, installation or maintenance services.

(m) Except as set forth in Schedule 4.6(m): (i) during the 12 months ended September 30, 2013, the Company sold no gallons of Petroleum Products to Capped Price Customers, Fixed Price Customers or Pre-Buy Customers, and (ii) no offers have been made to customers for such sales for the period following the Effective Time.

(n) Schedule 4.6(n) lists, as of September 30, 2013, substantially all of the Company’s customers: (i) to which the Company was delivering Petroleum Products on a Bid Basis, (ii) which, to the Knowledge of Seller, were cooperative buying groups or the members of such a cooperative buying group, (iii) which are Governmental Authorities, or (iv) to which the Company was delivering Petroleum Products through a central tank or delivery system. Except as set forth on Schedule 4.6(n), to the Knowledge of Seller, the Company has not owned a central tank or delivery system for Petroleum Products.

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(o) In 2013, the Company earned less than \$70,000 in gross profit from the Franchise Agreement for a Pacific Pride Commercial Fueling System Territory dated November 4, 2010 between Pacific Pride Services, LLC and the Company, as amended.

Section 4.7 Absence of Certain Changes. Except as set forth on Schedule 4.7, to the Knowledge of Seller, since the Balance Sheet Date:

(i) there has been no event or circumstance (or series of events or circumstances) that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect, and (ii) the Company has operated in the ordinary course of business, consistent with its past practices, and

(ii) the Company has not taken any action that, if taken after the date of this Agreement and prior to the Effective Date, would constitute a breach of clauses (a) through (i) of Section 6.2.

Section 4.8 Taxes. (a) Except as set forth in Schedule 4.8: (i) all Tax Returns required to be filed by or with respect to the Company have been timely filed (taking into account any extension of time to file), and such Tax Returns have been accurately prepared; (ii) all Taxes due and payable pursuant to such Tax Returns or otherwise due have been paid or will timely be paid or, where payment is not yet due, the Company has established an accrual on its books in accordance with GAAP for the payment of all Taxes shown on the Tax Returns relating to periods up to and including the Effective Time; (iii) no deficiency for any amount of Tax has been asserted or assessed by a Governmental Authority in writing against the Company that has not been satisfied by payment, settlement or withdrawn; (iv) there are no Liens for Taxes upon any property of the company except for Permitted Exceptions; (v) there are no outstanding waivers or agreements extending the statute of limitations for any period with respect to any Tax to which the Company is subject and no requests for such waivers are pending; (vi) the Company is not a party to or has it any obligation under any Tax sharing, allocation or Tax indemnification agreement or arrangement; (vii) no claim, proceeding or contest of any refund in respect of Taxes for the Company is pending on or on appeal from any Government Authority; and (viii) the Company is a corporation for federal income tax purposes in accordance with Treasury Regulation §301.7701-2.

(b) Schedule 4.8 sets forth the following information with respect to the Company: (i) the most recent Tax years through which a Governmental Authority having jurisdiction over Taxes payable by the Company has completed its examination of the Company; and (ii) whether there is a current or pending Tax examination by a Governmental Authority with respect to the Taxes of the Company, and, if so, the Tax years involved.

(c) Except as set forth in Schedule 4.8, since January 1, 2010, the Company: (i) has not been the subject of an audit, examination, investigation, or proceeding with respect to Taxes nor, to the Knowledge of Seller has an oral communication been received that would cause a reasonable person to believe that a deficiency for Taxes will be asserted by a Governmental

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Authority, and (ii) has not received a deficiency notice or reports, requests for information or documents, or questionnaires in respect of any Tax matters, including without limitation, any inquiry from any Governmental Authority in any jurisdiction where the Company does not file Tax Returns. Except as set forth in Schedule 4.8, the Company has not agreed to extend any statute of limitations for periods prior to January 1, 2010 where such statute is still open on the date of this Agreement.

(d) Set forth on Schedule 4.8 is a list of the jurisdictions in which the Company is required to file Tax Returns. Seller also has provided a complete and correct copy of the Company's Tax Returns (pro forma) relating to federal income and gross receipts Taxes and to state income Taxes for each calendar year commencing with 2010 and thereafter.

(e) Except as otherwise set forth on Schedule 4.8: (i) no power of attorney which is currently in force has been granted by or with respect to the Company in connection with any matter relating to Taxes; (ii) the Company has not engaged in a "listed transaction" or "reportable transaction" within the meaning of Section 6011 of the Code and applicable Treasury Regulation thereunder (or a similar provision of state Law); (iii) the Company has complied in all material respects with all applicable Laws relating to the withholding of Taxes; and (iv) the Company has not participated in or cooperated with an international boycott within the meaning of Section 999 of the Code.

(f) The Company: (i) has been a member of a "selling consolidated group" (within the meaning of Section 338(h)(10)(B) of the Code) that has filed a consolidated Federal tax return, (ii) has no material liability for any Tax of any Person under Treasury regulation Section 1.1502-6 (or any similar provision of Law), as a transferee or successor by contract or otherwise and (iii) is eligible to make a Code Section 338(h)(10) election.

(g) The Company has no Tax liability relating to any period prior to the date of this Agreement, except those Tax liabilities included as liabilities in the Financial Statements and tax liabilities accrued in the ordinary course of business since the date of the Financial Statements.

(h) The Company has not in the past ten years (A) acquired assets from another corporation in a transaction in which their tax basis for the acquired assets was determined, in whole or in part, by reference to the tax basis of the acquired assets in the hands of the transferor or (B) acquired any stock of any corporation which is a qualified subchapter S subsidiary.

Section 4.9 Real Property. Except as set forth on Schedule 4.9:

(a) the Company has valid title to each parcel of the real property listed on Schedule 4.9 as owned by the Company (the "Owned Real Property"), free and clear of all Liens and title defects (including, without limitation, any such title defect that is disclosed by a survey), other than Real Property Permitted Exceptions;

(b) none of the Owned Real Property is subject to any lease, sublease, license or other agreement granting to any other Person any right to the use of such Owned Real Property or any part thereof, other than Real Property Permitted Exceptions;

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(c) the Company has a valid leasehold interest in the real property listed on Schedule 4.9 as leased by the Company (the “Leased Real Property”) pursuant to Real Property Leases included in the Material Contracts (which are covered by the representations and warranties set forth in Section 4.12);

(d) the Real Property constitutes all real property presently used by the Company or required for the operation of the Business in substantially the same manner as it was being operated by the Company prior to the Closing;

(e) excluding environmental matters (which are covered by Section 4.17 [Environmental Matters]), to the Knowledge of Seller, the Real Property substantially complies with all applicable Laws in all material respects;

(f) excluding environmental matters (which are covered by Section 4.17 [Environmental Matters]), to the Knowledge of Seller: (i) the Company has all certificates of occupancy and other Permits of any Governmental Authority necessary for the current use and operation by the Company of the Real Property, (ii) the Company has complied with all applicable conditions of any easements, Contracts, Permits and Laws applicable to the Real Property (“Real Property Restrictions”) in all material respects, (iii) no material default or violation by the Company, or event that with the lapse of time or giving of notice or both would become a material default or violation by the Company, has occurred in the due observance of any certificate of occupancy or other Permit with respect to the Real Property or any of the Real Property Restrictions; (iv) no material certificate of occupancy or other Permit with respect to the Real Property or Real Property Restriction will be adversely affected in any material respect by the consummation of the transactions contemplated by this Agreement; (v) all of the Real Property has access to public roads; (vi) the Real Property is in compliance in all material respects with all zoning and other land use and similar Laws (other than Environmental Laws, which are covered by Section 4.17 [Environmental Matters]) (collectively, “Real Property Laws”), and since January 1, 2008, neither Seller nor the Company has received any written notice of violation from: (A) any Governmental Authority regarding any Real Property Law, or (B) any other Person regarding any easement, covenant, encroachment, boundary line dispute, access restriction on, or lack or absence of access, prescriptive easement or adverse possession claim, right of any person in possession, right of ingress or egress or right-of-way, or any other matter of record, (vii) neither Seller nor the Company has received any written notice of any action to alter the zoning or zoning classification of the Real Property since January 1, 2008, (viii) there are no parties in possession of any portion of any Real Property as lessees, subtenants, tenants at sufferance or trespassers, (ix) all utilities (including, without limitation, water, sewer or septic, gas, electricity, trash removal and telephone service) are available to the Real Property to the extent required to operate the Business in a manner consistent with the Company’s past practice, and (x) there are no material structural defects with respect to any of the structures on the Real Property.

(g) there does not exist any actual or, to the Knowledge of Seller, threatened condemnation or eminent domain proceedings that affect any Real Property that is material to the Company, and neither Seller nor the Company has received any written notice of the intention of any Governmental Authority or other Person to take or use any Real Property that is material to the Company.



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Section 4.10 Tangible Personal Property. (a) An accurate and complete list of all tangible personal property owned by the Company with a book value in excess of \$25,000 is set forth in Schedule 4.10(a).

(b) An accurate and complete list of each item of tangible personal property leased by the Company from third parties as of the date of this Agreement at an annual rental in excess of \$25,000 is set forth in Schedule 4.10(b). The leases under which the Company leases such tangible personal property are, to the extent such leases satisfy the definition of Material Contracts, covered by Section 4.12.

(c) All motor vehicles used in the Business are: (i) properly licensed and registered in accordance with applicable Law, (ii) to the Knowledge of Seller, in substantial compliance with applicable state and Federal Department of Transportation requirements, and (iii) the sole property of the Company.

(d) With respect to the propane tanks and propane-related equipment, owned by the Company: (a) at least 90% of all propane tanks are in safe and working order and are in Substantial Compliance with NFPA Pamphlet No. 58, 1998 Edition; (b) at least 90% of all propane tanks owned by the Company include proper data plates or tank identification (marked in accordance with NFPA 58) and are rated for a working pressure of at least 200 pounds per square inch, determined in accordance with the standards of the American Society of Mechanical Engineers; and (c) substantially all of the cylinders are qualified for use in accordance with applicable state and federal department of transportation standards and regulatory requirements, except cylinders stored on the Real Property not currently in use or awaiting disposal. At least 90% of all propane tanks serviced by the Company located at the premises of Customers are owned by the Company.

(e) Except as otherwise described on Schedule 4.10(e), neither Seller nor the Company has received, within 2 years prior to the date of this Agreement, any written recommendation from any insurance carrier of the Company or any consultant hired by the Company proposing changes in the Company's methods of operation.

Section 4.11 Intellectual Property. To the Knowledge of Seller, Schedule 4.11 sets forth an accurate and complete list of all material Intellectual Property Assets that are used by the Company. Except as expressly set forth in Schedule 4.11, the Company owns, on an exclusive basis, free and clear of all Liens (other than Permitted Exceptions), or, to the Knowledge of Seller, has the right to use, all of the Intellectual Property Assets. The Company owns no patents. Neither Seller nor the Company has received any written notice of infringement or violation of the rights of others with respect to any Intellectual Property Assets.

Section 4.12 Material Contracts. Schedule 4.12 sets forth an accurate and complete list, as of the date of this Agreement, of each of the following to which the Company is a party or by which the Company is bound:

(a) any franchise, distributorship or sales agency agreement involving annual payments in excess of U.S. \$250,000;

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- (b) (i) any Contract for the purchase, or the sale, supply or provision, of materials, supplies, services, or merchandise, (ii) any contract for the purchase or lease of equipment, and (iii) any Contract for the lease of tangible personal property, in each case involving annual payments in excess of U.S. \$250,000 or total payments in excess of \$500,000;
- (c) any Contract for the purchase or sale of any of the assets in excess of U.S. \$250,000 other than in the ordinary course of business;
- (d) the Real Property Leases;
- (e) any hedging, fixed cap, derivative or other similar Contract;
- (f) any retention, non-competition, change-in-control or severance agreement between the Company and any Company Employee;
- (g) any Contract relating to any Indebtedness or any grant of a Lien (other than a Permitted Exception or a Real Property Permitted Exception);
- (h) any material joint venture, partnership involving a sharing of profits, losses, costs or liabilities by the Company with any other Person;
- (i) any Contract entered into by the Company by which the Company has agreed to indemnify a third party against the acts of another Person, other than Contracts with a vendor or a customer and leases;
- (j) any Contract by which the Company has agreed to guaranty the obligations of any Person;
- (k) any Contract to supply Petroleum Products to the Company and any Contract for the thruput of Petroleum Products to which the Company is a party;
- (l) the Contract for the 2009 sale of the Company's former operations in Pennsylvania, Rhode Island and Connecticut; and
- (m) any Contract under which the consequences of a default or termination would reasonably be expected to have a Material Adverse Effect.

The Contracts referred to in clauses (a) through (m) are referred to collectively as "Material Contracts." Seller has made available to Purchaser true and accurate copies of each Material Contract, including all material amendments and modifications to such Material Contract. To the Knowledge of Seller, each Material Contract is in full force and effect and constitutes as of the date of this Agreement the valid and legally binding obligation of each party thereto, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally or by general principles of equity. The Company has performed in all material respects the obligations required to be performed by it to date under, and is not in material breach or default under, any of the Material Contracts and, to the Knowledge of Seller, no other party to any of the Material Contracts is in breach or default in any material respect thereunder.

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Section 4.13 Labor. The individuals listed on Schedule 4.13, together with such other individuals as are hired by the Company after the date of this Agreement and prior to the Closing in compliance with Section 6.2 and, in each case, who remain employed by the Company immediately prior to the Effective Time (including any such individual who is absent on the Effective Time due to vacation, holiday, sickness or other approved leave of absence), are referred to collectively in this Agreement as the “Company Employees.” The rate of compensation (including targeted 2013 short term incentive, if any) as of the date of this Agreement of each of the Company Employees listed on Schedule 4.13 is shown on Schedule 4.13. As of the date of this Agreement, the Company is not a party to, or bound by, any labor, union or collective bargaining agreement or similar agreement with any labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to employees of the Company, including without limitation any agreement with any labor organization which restricts the Company from selling, relocating or closing any or all of its businesses or operations. To the Knowledge of Seller, except as set forth on Schedule 4.13, there are no, and in the past 5 years have been no: (i) strikes, material controversies, work slowdowns or stoppages, lockouts, picketing, material arbitrations or labor disputes involving any Company Employees, (ii) employees of the Company who are represented by any labor organization with respect to their employment by the Company; (iii) material attempts to organize employees by any labor organization, and there are no organizational campaigns, demands, petitions or proceedings pending or threatened by any labor organization or group of employees seeking recognition or certification as collective bargaining representative of any group of employees of the Company or union claims to represent the employees of the Company, (iii) grievances or other labor disputes or proceedings asserted, pending or threatened against or involving any Company Employees, or (iv) unfair labor practice charges, grievances or complaints pending or threatened in writing by or on behalf of any Company Employees. To the Knowledge of Seller, the Company is, and has at all times during at least the last five years has been, in compliance in all material respects with all Laws respecting employment and fair employment practices, terms and conditions of employment, employment standards, equal employment opportunity, immigration, family and medical leave, wages, hours of work and occupational health and safety, and is not engaged in any unfair labor practices as defined in the National Labor Relations Act or any other applicable Law. To the Knowledge of Seller, other than as set forth in Schedule 4.13, there are no material complaints, claims, controversies, charges, lawsuits, investigations or other proceedings pending or threatened against or related to the Company in any court or by or with any agency responsible for the enforcement of labor or employment Laws by, on behalf of or concerning any employee, specifically including, without limitation, those regarding: (i) no material violation of immigration, labor, equal employment opportunity, family and medical leave, wages, hours of work, employee benefits, occupational health and safety or any other employment law, or (ii) no material breach of any express or implied contract of employment, any law or regulation governing labor relations, employment or the termination thereof or other illegal, discriminatory, wrongful or tortious conduct in connection with the employment relationship or any terms and conditions of employment. To the Knowledge of Seller, other than the Material Contracts, the Assumed Employee Agreements listed on Schedule 10.1 and Excluded Seller Benefit Plans, there are no employment Contracts, severance agreements or retention agreements, oral or written, between the Company and any of its employees and no

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material written personnel policies, rules or procedures applicable to the Company's employees. As of the date of this Agreement, the Company has no Liability with respect to any: (i) "plant closing" as defined in the Worker Adjustment and Retraining Notification Act of 1988 ("WARN") affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Company, (ii) "mass layoff" as defined in WARN affecting any site of employment or facility of the Company (nor has the Company been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local Law), or (iii) "employment loss" as defined in WARN.

Section 4.14 **Employee Benefits.** (a) Schedule 4.14 sets forth a true and complete list of each material "employee benefit plan," as defined in Section 3(3) of ERISA, and any other material plan, policy, program, practice, agreement, understanding or arrangement providing compensation or other benefits to any director, officer, employee or individual consultant, which is maintained, sponsored or contributed to by the Company, or under which the Company has any material obligation or liability, or to which the Company has promised or otherwise is committed or required to sponsor, maintain or contribute, including modifications to any existing plans (collectively, the "Company Benefit Plans"), including all incentive, bonus, profit sharing, savings, deferred compensation, cafeteria, "voluntary employees' beneficiary associations" under Section 501(c)(9) of the Code (each a "VEBA"), medical, health, dental, life insurance, disability, accident, supplemental unemployment or retirement, employment, severance or salary or benefits continuation, fringe benefit, stock purchase or equity based compensation plans, policies or programs, but excluding all Excluded Seller Benefit Plans. The Excluded Seller Benefit Plans are listed on Schedule 10.1 under a separate heading.

(b) Except as would not have a Material Adverse Effect: (i) each Company Benefit Plan has been established, administered, and maintained in all material respects in accordance with its terms and all applicable Laws, including ERISA and the Code, (ii) all contributions required to be made under the terms of any Company Benefit Plan have been timely made or have been reflected in the Company Financial Statements, and (iii) all Company Benefit Plans that are subject to Section 409A of the Code are in compliance with the requirements of Code Section 409A and any treasury regulations, IRS notices and other applicable guidance issued by the IRS.

(c) Except as would not have a Material Adverse Effect: (i) each Company Benefit Plan which is intended to qualify under Section 401(a) of the Code has either received a favorable determination letter from the IRS covering all applicable Tax law changes, as to its qualified status, or may rely upon an opinion letter for a prototype plan and, to the Knowledge of the Seller, no fact or event has occurred that would reasonably be expected to materially adversely affect the qualified status of any such Company Benefit Plan under Section 401(a) of the Code, (ii) each VEBA has been determined by the IRS to be exempt from Federal income tax under Section 501(c)(9) of the Code, and, to the Knowledge of the Seller, no fact or event has occurred that would reasonably be expected to materially adversely affect the tax-exempt status of any such VEBA, (iii) there has been no prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code, other than a transaction that is exempt under a statutory or administrative exemption), with respect to any Company Benefit Plan that would reasonably be expected to result in material liability to the Company, and (iv) no suit,

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administrative proceeding, claim, audit, examination, investigation, action or other litigation has been brought, or to the Knowledge of Seller, is threatened against or with respect to any such Company Benefit Plan, including any audit or inquiry by the IRS or United States Department of Labor (other than routine benefits claims).

(d) Schedule 4.14(d) lists each Company Benefit Plan, if any, that provides health or other welfare benefits after retirement or other termination of employment (other than (i) continuation coverage required under Section 4980B(f) of the Code or other similar applicable Law, (ii) coverage or benefits the full cost of which is borne by the employee or former employee (or any beneficiary of the employee or former employee) or (iii) benefits provided during any applicable severance period).

(e) No Company Benefit Plan is a single-employer pension plan subject to Title IV of ERISA or part 3 of Subtitle B of ERISA or Section 412 of the Code or a multiemployer pension plan (as defined in Section 3(37) of ERISA). The Company has not incurred any material liability: (i) to the Pension Benefit Guaranty Corporation under Title IV of ERISA arising in connection with the termination of any plan covered by Title IV of ERISA, (ii) to the Pension Benefit Guarantee Corporation under Section 4062(e) of ERISA in connection with a substantial cessation of operations by an employer from any plan covered by Title IV of ERISA, or (iii) to a multiemployer pension plan under Subtitle E of Title IV of ERISA in connection with the complete or partial withdrawal from a multiemployer plan as provided in Subtitle E of Title IV of ERISA, in each case, that could become a material Liability of the Company after the Effective Time.

(f) Schedule 4.14(f) lists each Company Benefit Plan that provides for the payment (whether in cash or property or the vesting of property) as a result of the consummation of the transactions contemplated by this Agreement (either alone or upon the occurrence of any additional or subsequent event), to any employee, officer or director of the Company who is a “disqualified individual” (as such term is defined in proposed Treasury Regulation §1.280G-1) under any Company Benefit Plan that is reasonably expected to be characterized as an “excess parachute payment” (as defined in Section 280G(b)(1) of the Code). Except as set forth on Schedule 4.14(f), neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or upon the occurrence of any additional or subsequent event) is reasonably expected to: (i) entitle any employees of the Company to severance pay or any increase in severance pay upon any termination of employment after the date hereof, (ii) accelerate the time of payment or vesting, result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other material obligation pursuant to any of the Company Benefit Plans, or (iii) limit or restrict the right of the Company to merge, amend or terminate any of the Company Benefit Plans.

Section 4.15 Litigation. Schedule 4.15 sets forth an accurate and complete list, as of the date of this Agreement, of all material pending or, to the Knowledge of Seller, threatened Legal Proceedings to which the Company is a party. Except as set forth on Schedule 4.15, no Order is binding on the Company. As of the date of this Agreement, there is no material Legal Proceeding pending or, to the Knowledge of Seller, threatened against the Company that challenges, or questions the validity of, this Agreement, any Seller Document or any action taken or to be taken by the Company in connection with, or which seeks to enjoin or obtain monetary damages in respect of, the consummation of the transactions contemplated hereby or thereby.

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Section 4.16 Compliance with Laws. Except as set forth on Schedule 4.16, to the Knowledge of Seller, the Company is in compliance, in all material respects, with all applicable Laws and all Orders and Permits of or from Governmental Authorities, except for instances of noncompliance or possible noncompliance that are within the scope of Sections 4.11 [Intellectual Property], 4.12 [Contracts], 4.14 [Employee Benefits], 4.15 [Litigation], or 4.17 [Environmental Matters]. Schedule 4.16 includes a list of all material Permits held by the Company (other than Permits required by Environmental Laws). To the Knowledge of the Seller, the Permits held by the Company constitute all Permits (other than Permits required by Environmental Laws, which are covered by Section 4.17) necessary for the Company to conduct and operate the Business in compliance with Law in all material respects.

Section 4.17 Environmental Matters. Except as set forth on Schedule 4.17, to the Knowledge of Seller: (a) the Business is being conducted by the Company in material compliance with all applicable Environmental Laws; and (b) the Company is in possession of, and in material compliance with, all material Permits required under Environmental Laws for the conduct of the Business as it is being conducted on the date of this Agreement. Seller has made available to Purchaser copies of all material environmental site assessments, reports, studies and audits prepared by third parties relating to Real Property and obtained by Seller or the Company within the five year period ending on the date of this Agreement. Schedule 4.17 includes a list of all Permits required by Environmental Laws that are held by the Company. The representations and warranties in this Section 4.17 are the exclusive representations and warranties made by Seller or any other Person with respect to any environmental matters. Without in any way limiting the generality of the foregoing, to the Knowledge of the Seller: (i) all on-site and off-site locations where the Company or any Predecessor have stored, disposed or arranged for the disposal of Materials of Environmental Concern are identified in Schedule 4.17; (ii) all underground storage tanks and above ground storage tanks currently owned or operated by the Company are listed on Schedule 4.17; and (iii) there are no Legal Proceedings pending or threatened against the Company or any predecessor relating to any violation, or alleged violation, of any Environmental Laws. Except as otherwise set forth on Schedule 4.17, since January 1, 2008, the Company has not received any Environmental Notice that: (i) alleges that the Company or any Predecessor is in violation of any Environmental Laws, or (ii) advising the Company that it is responsible for or potentially responsible for Environmental Conditions or Environmental Compliance Liability with respect to any Facility. To the Company's Knowledge, none of the Real Property is on Governmental Authority's list of hazardous sites, such as the Environmental Protection Agency's Comprehensive Response, Compensation and Liability Information System List. Except as set forth on Schedule 4.17 or in Section 11.2(a)(iii)(B), the Company is not obligated to perform, in compliance with Environmental Laws: (i) a site assessment for Materials of Environmental Concern or an audit for any potential Environmental Compliance Liability, (ii) Remedial Action to address Materials of Environmental Concern, or (iii) the recording or delivery of any disclosure document or statement pertaining to environmental matters to any Governmental Authority regarding each of the foregoing by virtue of this Agreement and the transactions contemplated by this Agreement or as a condition to the effectiveness of this Agreement and the transactions contemplated by this Agreement.

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Section 4.18 Title to and Sufficiency of Assets. (a) Except as set forth on Schedule 4.18, the Company holds valid title to all of the material tangible assets (other than the Real Property, which is covered by Section 4.09 [Real Property] and not this Section 4.18) it purports to own in each case free and clear of all Liens other than Permitted Exceptions. Except as otherwise set forth on Schedule 4.18, the assets owned, leased or licensed by the Company constitute all material assets (other than cash and the corporate administrative assets of Seller and its Affiliates other than the Company) necessary to operate the Business in substantially the same manner as it was being operated by the Company prior to the date of this Agreement.

(b) To the Knowledge of Seller, except as set forth on Schedule 4.18, since January 1, 2008, the Company has not received any written recommendation from any consultant hired by the Company relating to modifications or improvements to, or replacement of, equipment of the Company, which modifications, improvements or replacements would cost more than \$100,000.

Section 4.19 Insurance. Schedule 4.19 sets forth an accurate and correct list of policies and binders of fire, liability, workers' compensation, products liability and all material forms of insurance (showing as to each policy or binder the carrier, policy number, coverage limits, expiration dates, annual premiums, deductibles, self-insured retention and a general description of the type of coverage) currently maintained by Seller or an Affiliate relating to the Business, copies of which have been provided to Purchaser. Except as otherwise set forth on Schedule 4.19, all such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the date of this Agreement have been paid or will be paid in the ordinary course of business, and no notice of cancellation or termination has been received with respect to any such policy. Except as set forth in Schedule 4.19, all policies are written on an occurrence basis.

Section 4.20 Certain Information. Schedule 4.20 sets forth an accurate and complete list of: (i) all bank and savings accounts and safe deposit boxes of the Company and the names of the persons authorized to sign thereon, (ii) all outstanding powers of attorney granted by the Company and the persons authorized to act thereunder, and (iii) the officers and directors of the Company. The Second Amended and Restated Credit Agreement dated as of October 19, 2012 among Seller Parent, the lending institutions named therein and KeyBank National Association, JPMorgan Chase Bank, N.A., and HSBC Bank USA (a copy of which was attached as Exhibit 10.1 to Seller Parent's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on October 24, 2012) remains in full force and effect and has not been amended.

Section 4.21 Brokers. Except for Lazard Middle Market LLC ("Seller Financial Advisor"), no Person has acted directly or indirectly as a broker, finder or financial advisor for Seller or the Company in connection with the negotiations relating to or the transactions contemplated by this Agreement. Seller is solely responsible for any fees and expenses of Lazard Middle Market LLC payable in connection with the transactions contemplated by this Agreement.

Section 4.22 Disclaimers of Seller. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY SELLER DOCUMENT: (A) THE SHARES, THE COMPANY AND THE BUSINESS ARE BEING SOLD "AS-IS," "WHERE-IS" AND WITH ALL FAULTS, (B) SELLER EXCLUDES AND DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED

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WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE BUSINESS AND THE PURCHASED ASSETS, AND (C) SELLER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY OFFERING OR SALES MEMORANDUM, PRESENTATION, REPORT, OR ANY FINANCIAL FORECAST OR PROJECTIONS OR OTHER INFORMATION FURNISHED BY SELLER, THE COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

Section 4.23 No Other Representations or Warranties. Except for the representations and warranties contained in this Article 4 or in any Seller Document, neither Seller nor any Affiliate of Seller or any other Person makes any representations or warranties, and Seller hereby disclaims any other representations or warranties, whether made by Seller or any Affiliate of Seller, or any of their respective officers, directors, employees, agents or representatives, with respect to the execution and delivery of this Agreement or any Seller Document, the transactions contemplated hereby, the Shares, the Company or the Business, notwithstanding the delivery or disclosure to Purchaser or any of its representatives of any documentation or other information with respect to any one or more of the foregoing.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Seller as of the date of this Agreement that:

Section 5.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Minnesota, and has the requisite corporate or other power and authority to own or lease and operate its properties and to carry on, in all material respects, its business as now being conducted.

Section 5.2 Authorization of Agreement. Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated hereby or to be executed by Purchaser in connection with the consummation of the transactions contemplated hereby and thereby (all of such agreements, documents, instruments and certificates required to be executed by Purchaser being hereinafter referred to collectively as the "Purchaser Documents") and to perform (or cause to be performed) fully its obligations hereunder and thereunder. The execution, delivery and performance by Purchaser of this Agreement and each Purchaser Document has been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been, and each of the Purchaser Documents will be, on or prior to the Closing Date, duly executed and delivered by Purchaser, as the case may be, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of Purchaser Documents when so executed and delivered will constitute, the valid and legally binding obligations of Purchaser, enforceable against each in accordance with their respective terms.



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Section 5.3 No Conflicts; Consents of Third Parties. (a) The execution and delivery by Purchaser of this Agreement and each of the Purchaser Documents, the consummation of the transactions contemplated hereby or thereby and the compliance by Purchaser with any of the provisions hereof or thereof will not: (i) violate any provision of the certificate or articles of incorporation, by-laws or similar organizational documents of Purchaser; (ii) violate in any material respect, result in a material breach of, or constitute a material default under, any Order by which Purchaser or any of its properties or assets are bound or subject; or (iii) constitute a material violation of any Law applicable to Purchaser.

(b) Except as required by the HSR Act, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of Purchaser in connection with the execution and delivery of this Agreement or the Purchaser Documents, the consummation of the transactions contemplated hereby and thereby or the compliance by Purchaser with any of the provisions hereof or thereof.

Section 5.4 Litigation. There is no Legal Proceeding pending or, to the knowledge of Purchaser, threatened against Purchaser that challenges, or questions the validity of, this Agreement, the Purchaser Documents or any action taken or to be taken by Purchaser in connection with, or that seeks to enjoin or obtain monetary damages in respect of, the consummation of the transactions contemplated hereby or thereby.

Section 5.5 Financing. Purchaser has, on the date of this Agreement; will have on the Closing Date; and knows of no circumstance or condition that would reasonably be expected to prevent the availability at the Closing of, the requisite financing to consummate the transactions contemplated by this Agreement (including payment by Purchaser at the Closing of the portion of the Purchase Price payable in cash at the Closing and all associated costs and expenses). Purchaser has not incurred any obligation, commitment, restriction or liability of any kind, absolute or contingent, present or future, which would impair or adversely affect its available resources and capabilities (financial or otherwise) to perform its obligations hereunder and under the Purchaser Documents.

Section 5.6 Brokers. No Person has acted directly or indirectly as a broker, finder or financial advisor for Purchaser in connection with the negotiations relating to or the transactions contemplated by this Agreement.

Section 5.7 Investment Representation. Purchaser is acquiring the Shares pursuant to this Agreement for Purchaser's own account and not with a view to a distribution or sale of such Shares in violation of applicable securities laws.

Section 5.8 No Inducement or Reliance; Independent Assessment. (a) With respect to the Shares, the Company, the Business or any other rights or obligations to be transferred under or pursuant to this Agreement, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any of its Affiliates, or any agent, employee, attorney or other representative of Seller or any such Affiliate representing or purporting to represent any of them that are not expressly set forth in this Agreement, whether or not any such representations, warranties or statements were made in writing or orally, and neither Seller nor any of its respective Affiliates, or any agent, employee,

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attorney, other representative of Seller or any other Person shall have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser, or Purchaser's use of, any such information, including any information, documents or material made available in any "data rooms" or management presentations or in any other form in expectation of the transactions contemplated hereby.

(b) Purchaser acknowledges that, except as otherwise expressly set forth in this Agreement or in any Seller Document, it is purchasing the Shares, the Company and the Business "as-is," "where-is" and with all faults. Purchaser is familiar with the Shares, the Company and the Business and has made its own assessment of the present condition and the future prospects of the Business and is sufficiently experienced to make an informed judgment with respect thereto. Purchaser acknowledges that, except as explicitly set forth herein, neither Seller nor any of its Affiliates has made any warranty, express or implied, as to the prospects of the Business or its profitability to or for Purchaser or any Affiliate, or with respect to any forecasts, projections or business plans prepared by or on behalf of Seller and delivered to Purchaser or any Affiliate in connection with the review by Purchaser of the Company and the Business and the negotiation and the execution of this Agreement.

## ARTICLE 6 COVENANTS

Section 6.1 Access to Documents; Opportunity to Ask Questions. From the date of this Agreement until the Closing, Seller shall, and shall cause the Company to, afford to representatives of Purchaser reasonable access to the corporate records, books of accounts, Material Contracts and other documents (excluding Tax Returns filed on a consolidated, combined or unitary basis with Seller or an Affiliate of Seller, except as prepared on a pro forma basis, and associated workpapers and confidential portions of personnel and medical records), as reasonably may be requested by Purchaser, and shall permit Purchaser and its representatives reasonable access to the Real Property and to the customers of, and suppliers to, the Business; provided, that in each case, such access shall be: (i) subject to any limitations that are reasonably required by Seller to preserve any applicable attorney-client privilege or third-party confidentiality obligation, (ii) given at reasonable times and upon reasonable notice and without undue interruption to the business or personnel of Seller (and subject to the right of Seller to participate in any such meetings with customers and suppliers), and (iii) nothing contained herein shall permit Purchaser or its representatives or financing sources to conduct any on-site environmental investigations or examinations without the prior written consent of Seller. All requests for access shall be made to such representatives of Seller as Seller shall designate, who shall be solely responsible for coordinating all such requests and access thereunder.

Section 6.2 Conduct of Business. From the date of this Agreement until the Closing, Seller shall, and shall cause the Company to, use commercially reasonable efforts with respect to the operation of the Business and the Company (unless Purchaser shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed) or except as otherwise contemplated by this Agreement or as disclosed on Schedule 6.2), to the extent permitted by applicable Law, to:

(a) except for changes resulting from transactions in the ordinary course and except for the cancellation or payment immediately prior to the Effective Time of all intercompany accounts between the Company and Seller or any Affiliate of Seller, keep the level of the inventories, supplies, accounts receivable and accounts payables of the Company reasonably consistent in all material respects with past practice (taking into account the reasonable expectations of the Company with respect to the weather);

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(b) not create or permit to exist any Lien (other than Permitted Exceptions and Real Property Permitted Exceptions) on any property or assets of the Company except in the ordinary course of business consistent with the past practice;

(c) not dispose of any assets of the Company except in the ordinary course of business consistent with the past practice;

(d) not enter into any Contracts, except Contracts entered into by the Company in the ordinary course of business consistent with past practice, and not amend, modify or terminate any Material Contract except in the ordinary course of business consistent with past practice;

(e) not enter into, adopt, amend or terminate any Contract of the Company relating to the compensation or severance entitlement of any employee employed by the Company, except in the ordinary course of business or except to the extent required by Law or any existing Contract of the Company and except for the assumption immediately prior to the Closing of the Assumed Employee Agreements as contemplated by Section 10.1(a) (i);

(f) not amend or repeal any provision of the Company Certificate or the Company Bylaws;

(g) not sell any of the Shares or issue or sell any capital shares or other securities of the Company or issue any securities or other rights convertible into or exchangeable for representing the right to purchase or otherwise acquire, any capital shares or other securities of the Company;

(h) not declare or pay any dividend, or make any other distribution, with respect to the Shares, other than dividends payable solely in cash that are declared and fully paid prior to the Closing;

(i) not accelerate the rate of collection of the accounts receivable of the Company other than in the ordinary course of business consistent with the past practice;

(j) maintain in effect all policies of insurance insuring the Company with limits no less than those in effect as of the date of this Agreement;

(k) (A) not make any election with respect to Taxes that has a material effect on the Company or make any changes to any such election that has a material effect, or (B) not settle or compromise any material Tax Liability or refund involving the Company;

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(l) not file or amend any Tax Return that has a material effect on the Company other than in the ordinary course of business and on a basis consistent with past practices and applicable Law, or not fail to pay any material amount of Taxes of the Company that are due and payable;

(m) conduct the Business consistent with past practices and use commercially reasonable efforts to preserve intact its goodwill and relationships with customers and vendors and others having business dealings with the Company; not increase the compensation or benefits of its employees except in the ordinary course of business consistent with past practices and maintain and keep its material properties in as good repair and condition consistent with past practice and subject to ordinary wear and tear; and

(n) not agree to take any action or actions prohibited by any of the foregoing clauses (a) through (m).

Section 6.3 Reasonable Efforts. (a) Subject to the express limitations set forth in this Agreement, Seller and Purchaser shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the others in doing, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

(b) The parties shall keep each other reasonably apprised of the status of matters relating to the completion of the transactions contemplated hereby, including promptly furnishing the other party with copies of notices or other communications received from any third party and/or any Governmental Authority with respect to the transactions contemplated hereby, subject to any applicable confidentiality restrictions. Seller and Purchaser each shall promptly furnish to the other parties such necessary information and reasonable assistance as such other parties reasonably may request in connection with the foregoing and, subject to any applicable confidentiality restrictions, shall promptly provide the other party's counsel with copies of all filings made by such party, and all correspondence between such party (and its advisors) with any Governmental Authority with respect to the transactions contemplated by this Agreement and (subject to any applicable confidentiality restrictions) any other information supplied by such party and its Affiliates to a Governmental Authority in connection herewith and the transactions contemplated hereby; provided, however, that such party may, as it deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other party as "outside counsel only" and materials may be redacted: (i) to remove references concerning the valuation of the Business and (ii) as necessary to comply with contractual obligations. Materials designated as for "outside counsel only" and the information contained therein shall be given only to the outside legal counsel of the other party and will not be disclosed by such outside counsel to employees, officers, directors or other representatives of the other party unless express written permission is obtained in advance from the disclosing party's legal counsel. Seller and Purchaser each shall, subject to applicable Law, permit counsel for the other party reasonable opportunity to review in advance, and consider in good faith the views of such party in connection with, any proposed written communication to any Governmental Authority in connection with consummation of the transactions contemplated by this Agreement. Neither Seller nor Purchaser shall participate in any substantive meeting or

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discussion, either in person or by telephone, with any Governmental Authority in connection with the transactions contemplated by this Agreement unless it consults with the other parties in advance and, to the extent not prohibited by such Governmental Authority, give the other parties the opportunity to attend and participate.

(c) In connection with and without limiting Section 6.3(b), Purchaser and Seller shall, as promptly as practicable and in no event later than ten Business Days after the date of this Agreement, file a Premerger Notification and Report Form in accordance with the HSR Act and make any other necessary registrations, declarations, notices or filings, if any, necessary for completion of the transactions contemplated by this Agreement under any other federal, state or foreign Law designed to prohibit, restrict or regulation actions for the purpose or effect of monopolization, restraint of trade or regulation of foreign investment (collectively "Antitrust Laws"). Purchase and Seller shall cooperate and use their respective best efforts: (i) to secure the expiration or termination of any applicable waiting period under the HSR Act and any consents of any Governmental Authority any other applicable Antitrust Laws as promptly as practicable and in any event prior to the Outside Date; (ii) to respond promptly to any requests of any Governmental Authority for information under any Antitrust Law and to resolve any objections asserted with respect to the transactions contemplated by this Agreement raised by any Governmental Authority, including any "second request" under the HSR Act. Notwithstanding the foregoing, or any other provision to the contrary in this Agreement, and except to the extent it elects to do so in its sole discretion, Purchaser shall not be obligated to sell or dispose of or hold separately (through a trust or otherwise) any assets or business of Purchaser or its Affiliates. Purchaser and Seller promptly shall inform the other of any written or oral communication received from any Governmental Authority relating to the transactions contemplated hereby (and, if in writing, furnish the other party with a copy of such communication, provided that if the party furnishing the copy designates it for outside counsel only, copies of the writing shall not be disseminated beyond outside counsel except with permission of the party furnishing the same), and shall consult and cooperate with each other, and consider in good faith the views of each other, in connection with any analyses, appearances, presentations, memoranda, briefs, responses, arguments, opinions and proposals made or submitted by or on behalf of any party hereto in connection with proceedings under or relating to the HSR Act and any other Antitrust Law. Such cooperation shall include, but not be limited to, the parties: (x) providing, in the case of oral communications or meetings with a Governmental Authority, advance notice of any such communication or meeting and, whether or not initiated by a party, an opportunity for the other party to participate (if permitted by the Governmental Authority); and (y) providing, in the case of written communications, an opportunity for the other party to comment on any such communication (including the incorporation of such reasonable comments) and provide the other with a final copy of all such communications (other than documents or information that reveal any party's negotiating objectives or strategies), which shall, where applicable, be provided under a joint defense agreement.

Section 6.4 Other Consents and Conditions. Subject to the provisions of Section 6.3, Seller and Purchaser each shall use commercially reasonable efforts to: (i) obtain all necessary consents, approvals or waivers from, and give any necessary notifications to, third parties required to be obtained in connection with the execution, delivery and performance of this Agreement and, respectively, the Seller Documents and the Purchaser Documents, and consummation of the transactions contemplated hereby and thereby, (ii) make all registrations

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and filings with, and obtain all necessary actions or non-actions, waivers, consents and approvals from, all Governmental Authorities, and (iii) defend any Legal Proceedings challenging this Agreement or the consummation of the transactions contemplated hereby, including seeking to have any stay or temporary restraining order entered by any Governmental Authority vacated or reversed.

Section 6.5 Public Statements. Seller and Purchaser shall make a joint press release announcing the execution of this Agreement and the transactions contemplated hereby, which release will be reasonably acceptable to each of Seller and Purchaser. Before any party shall issue any press release or otherwise make any public statement concerning this Agreement or the transactions contemplated hereby, it shall so advise and cooperate with the other party and shall not release such information without the other party's consent (which consent shall not be unreasonably withheld, conditioned or delayed), unless: (i) such information is otherwise publicly available other than as a result of a disclosure by the party seeking to make the disclosure, or (ii) the release thereof is, in the reasonable judgment of the party seeking to make the disclosure, required by any Law (including any rule of any securities exchange on which its securities are traded) or Order to which the party is bound or subject.

Section 6.6 Litigation Support. In the event and for so long as any party is actively contesting or defending against any action, investigation, charge, claim, or demand by a third party in connection with: (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction involving the Company or the Business with respect to periods prior to the Effective Time, the parties shall cooperate in the contest or defense, make available their respective personnel, and provide such testimony and access to their respective books and records as shall be reasonably necessary in connection with the contest or defense, all at the sole cost and expense of the party contesting or defending such action, investigation, charge, claim or demand (unless such party is entitled to indemnification therefor under Article 11).

Section 6.7 Guarantees; Letters of Credit. Purchaser shall cause itself or one or more of its Affiliates to be substituted in all respects for Seller or any of Seller's Affiliates (other than the Company), effective as of the Effective Time (or as soon thereafter as is reasonably practicable), in respect of all obligations of Seller and any such Affiliate under each of the guarantees, letters of credit, letters of comfort, credit enhancement, bid bonds and performance bonds obtained by Seller or any of its Affiliates (other than the Company) for the benefit of the Company (and Seller and its Affiliates shall be released from any such obligations), for those guarantees, letters of credit, letters of comfort, bid bonds and performance bonds set forth in Schedule 6.7 (the "Guarantees"). As a result of the substitution contemplated by the first sentence of this Section 6.7, Seller and its Affiliates (other than the Company) shall from and after the Effective Time cease to have any obligation whatsoever arising from or in connection with the Guarantees.

Section 6.8 Notices; Supplements to Schedules. From time to time prior to the Closing, Seller shall promptly deliver to Purchaser in writing any information which, if existing, occurring or Known at the date of this Agreement, would have been required to be set forth or described in any Schedule or which is necessary to correct any information in any Schedule

which has been rendered inaccurate thereby. In the event that Seller delivers to Purchaser any such information that modifies or supplements a Schedule, such Schedule, as so modified or supplemented, shall be deemed to be the Schedule for purposes of this Agreement; provided, however, that if, in the absence of such modification or supplementation, any of the conditions to the obligations of Purchaser set forth in Section 8.1 would not be satisfied, then Purchaser shall have the option of terminating this Agreement by giving written notice of such termination to Seller within 10 days after Seller delivers the modified or supplemented Schedule to Purchaser unless Seller agrees to correct or cure the matter at issue (if it is capable of being corrected or cured by Seller) prior to the Closing and then actually corrects or cures the matter.

Section 6.9 Parent Guarantees. Concurrently with the execution of this Agreement by Purchaser and Seller, Seller Parent is executing and delivering to Purchaser a Guarantee for the benefit of Purchaser, and Purchaser Parent is executing and delivering to Seller a Guarantee for the benefit of Seller.

Section 6.10 ISDA Agreements. Seller shall cause the Company to terminate, effective prior to the Effective Time: (i) Letter Agreement (Confirmation) dated October 8, 2013 between the Company and Munich Re Trading Ltd., and (ii) the ISDA Master Agreement dated June 3, 2005 between the Company and Canadian Imperial Bank of Commerce, as amended and supplemented, such that the Company shall have no Liability or receivable arising out of or relating to such documents at or after the Effective Time, except to the extent included in the Closing Statement.

## ARTICLE 7 TITLE INSURANCE

Section 7.1 Title Commitment and Survey. Seller has delivered to Purchaser the commitments listed on Schedule 7.1 from the title insurance company or companies listed on Schedule 7.1 (the "Title Company") for owner's title insurance policies, together with copies of the underlying title documents referenced therein (collectively, the "Title Commitment") for the Owned Real Property. Seller has also delivered to Purchaser any survey of the Owned Real Property of which Seller has Knowledge to which Seller has access. Purchaser shall use all commercially reasonable efforts (and Seller shall cooperate in all reasonable ways with such effort without cost to Seller) to obtain prior to the Closing, at Purchaser's sole cost and expense, surveys of the Owned Real Property conducted by a registered land surveyor or engineer licensed in the state(s) in which the surveys are conducted (collectively, the "Survey"). Any Survey that Purchaser obtains shall be at Purchaser's sole cost and expense and shall be certified to Purchaser, Seller and the Title Company, and Purchaser shall provide a copy of each such Survey to Seller at no cost to Seller.

Section 7.2 Title Review. Purchaser shall have the right to object to any title exception affecting the Owned Real Property created or suffered by the Company, or first made known to Purchaser, between the effective date of the Title Commitment and the Closing Date which is not a Real Property Permitted Exception, including any such title exception that is disclosed by a Survey (any such matter that is not a Real Property Permitted Exception, a "Title Defect") by giving written notice to Seller on or before the date ten days after Purchaser first had

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knowledge of such Title Defect and, in any event, prior to the Closing. Purchaser may object to any Title Defect, but the same shall be considered a Real Property Permitted Exception and not a Title Defect if: (i) the Title Company is willing to insure over such Title Defect (without additional cost to Purchaser or where Seller elects at its sole option to pay such cost for Purchaser's account), (ii) the Title Company is willing to provide affirmative insurance over such Title Defect (without additional cost to Purchaser or where Seller at its sole option elects to pay such cost for Purchaser's account), (iii) such Title Defect will be eliminated at the Closing, or (iv) such Title Defect is waived in writing by Purchaser. Seller shall have the right, but not the obligation, to cure or remove any Title Defects at or prior to the Closing; provided, however, that Seller shall be obligated to cause any monetary Lien encumbering any Owned Real Property to be satisfied or otherwise released on or before the Closing. In the event that Purchaser has given a timely notice of objection to a Title Defect in accordance with this Section 7.2 and such Title Defect is not eliminated prior to or at the Closing, then Purchaser shall have the right, as Purchaser's sole and exclusive remedy, exercisable solely if such Title Defect would reasonably be expected to have a Material Adverse Effect, to terminate this Agreement by giving written notice of such termination to Seller. In any instance where Purchaser does not exercise Purchaser's termination right, any uncured Title Defect shall be subject to the provisions of Section 11, and Seller's liability for such incurred Title Defect shall survive the Closing. Neither the termination of the representations and warranties set forth in Section 4.9(a) as of the Closing Date pursuant to Section 11.1(a)(i) nor the references to zoning, land use or building and fire code matters in the definition of "Real Property Permitted Exception" shall limit the rights of Purchaser to indemnification under Section 11.2(a)(i) with respect to any breach of the representations and warranties of Seller under Sections 4.9(f)(i)-(iv) and (vi)-(vii).

Section 7.3 Title Policy. Purchaser shall use all commercially reasonable efforts to obtain, as quickly as reasonably possible after the date of this Agreement, at Purchaser's sole cost and expense (and Seller shall cooperate in all reasonable ways with such effort without cost to Seller); (i) the Survey, and (ii) title insurance policies from the Title Company (which may be in the form of mark-ups of the Title Commitment or pro forma policies based thereon) for the Owned Real Property at standard rates in accordance with the Title Commitment, insuring Purchaser's fee simple title to the Owned Real Property, in each case subject only to the Real Property Permitted Exceptions; such title policies to be issued in such amounts as Purchaser reasonably shall determine but in no event below the reasonably estimated fair market value of each Owned Real Property so as to assure that the Title Company will issue such policies (collectively, the "Title Policy"). Seller shall reasonably cooperate with Purchaser in obtaining the Title Policy at the Closing.

## ARTICLE 8

### CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

The obligation of Purchaser to consummate the transactions contemplated hereby on the Closing Date is subject to the satisfaction (or waiver by Purchaser, in its sole discretion) of each of the following conditions:

Section 8.1 Accuracy of Representations and Warranties. Each of the representations and warranties of Seller contained herein shall be true and correct in all respects (disregarding materiality qualifications contained therein) with the same force as if made on and as of the Closing Date, except for any such failure to be true and correct as would not reasonably be expected to have a Material Adverse Effect and except, in each case, to the extent any such representation or warranty speaks as of a specific date, in which case such representation or warranty shall be, subject to the qualifications set forth above, true and correct as of such specific date.



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Section 8.2 Performance of Covenants. Seller shall have performed and complied, in all material respects, with the covenants and provisions hereof required to be performed or complied with by Seller between the date of this Agreement and the Closing Date (including, without limitation, all actions required under Section 3.2).

Section 8.3 No Injunctions. No preliminary or permanent injunction or other Order of any court of competent jurisdiction or Governmental Authority restraining or prohibiting the consummation of the transactions contemplated hereby shall be in effect.

Section 8.4 HSR Act. The waiting period applicable to the transactions contemplated by this Agreement under the HSR Act, if any, shall have expired or been terminated.

Section 8.5 Officers' Certificate. Purchaser shall have received a certificate from Seller certifying the fulfillment of the conditions set forth in Sections 8.1, 8.2 and 8.7, dated the Closing Date, signed on behalf of Seller by an officer of Seller.

Section 8.6 Required Material Consents. The material consents, approvals, authorizations and waivers of or from any Governmental Authority or any other Person, if any, that are listed on Schedule 8.6 (the "Required Material Consents") shall have been obtained.

Section 8.7 Indebtedness. The Company shall have no Indebtedness outstanding at the Effective Time.

Section 8.8 Title Policy and Survey. Purchaser shall have obtained the Title Policy and the Survey.

Section 8.9 Clarke County Business License. The Company shall have reinstated its business license in Clarke County, Virginia.

Section 8.10 Insurance Policy Endorsements. Seller shall have delivered to Purchaser amendments, discovery endorsements or other similar instruments from the applicable insurance company confirming the existence as of the Effective Time of the Excess Coverage required under Section 10.7 (to the extent such coverage is not already provided for under the terms of the applicable policies).

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ARTICLE 9

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligation of Seller to consummate the transactions contemplated hereby on the Closing Date is subject to the satisfaction (or waiver by Seller, in its sole discretion) of each of the following conditions:

Section 9.1 Accuracy of Representations and Warranties. Each of the representations and warranties of Purchaser contained herein shall be true and correct (disregarding any materiality qualifications contained therein) in all material respects at and as of the Closing Date with the same force as if made on and as of the Closing Date and except, in each case, to the extent any such representation and warranty speaks as of a specific date, in which case such representation and warranty shall be, subject to the qualifications set forth above, true and correct, as the case may be, as of such specific date.

Section 9.2 Performance of Covenants. Purchaser shall have performed and complied, in all material respects, with the covenants and provisions hereof required herein to be performed or complied with by Purchaser between the date of this Agreement and the Closing Date (including, without limitation, all actions required under Section 3.3).

Section 9.3 No Injunctions. No preliminary or permanent injunction or other Order of any court of competent jurisdiction or Governmental Authority restraining or prohibiting the consummation of the transactions contemplated hereby shall be in effect.

Section 9.4 HSR Act. The waiting period applicable to the transactions contemplated by this Agreement under the HSR Act, if any, shall have expired or been terminated.

Section 9.5 Officers' Certificate. Seller shall have received a certificate from Purchaser certifying the fulfillment of the conditions set forth in Sections 9.1 and 9.2, dated the Closing Date, signed on behalf of Purchaser by an officer of Purchaser.

Section 9.6 Seller Material Consents. The material consents, approvals, authorizations and waivers of or from any Governmental Authority or any other Person, if any, that are listed on Schedule 9.6 shall have been obtained.

ARTICLE 10

ADDITIONAL POST-CLOSING COVENANTS

Section 10.1 Certain Employment Matters. (a) The following provisions shall apply effective as of the Effective Time:

(i) Benefit Plans. Effective as of the Effective Time, all Company Employees shall cease to accrue benefits under and otherwise to participate as active participants in the Seller Savings Plan and any other Company Benefit Plan that is maintained by Seller or any Affiliate other than the Company and is listed on Schedule 10.1 (the "Excluded Seller Benefit Plans"); provided, however, that

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immediately prior to the Closing, the Company shall assume and agree to perform the Contracts, policies and arrangements of Seller Parent for the benefit of certain Company Employees which are listed on Schedule 10.1 (the “Assumed Employee Agreements”). With respect to each Company Benefit Plan which will continue to cover any employees of the Company following the Closing (the “Continuing Plans”), Seller has provided Purchaser with, or made available to Purchaser complete and correct copies of: (i) each Continuing Plan, including all amendments thereto, (ii) the most recent summary plan description (if any) and all other material documents pursuant to which the Continuing Plan is maintained, (iii) the most recent annual report (Form 5500 series) filed with the IRS (with attachments) with respect to any Continuing Plan, and (iv) all IRS determination letters, rulings and opinions received by the Company in respect of any Continuing Plans. Except as otherwise specifically provided in this Section 10.1, Seller shall remain solely responsible for any and all Liabilities and obligations arising under, in connection with or in respect of the Excluded Seller Benefit Plans, and neither Purchaser nor any of its Affiliates (including, without limitation, the Company) shall have any responsibility or obligation in respect of any such plan, except that to the extent requested by Seller, the Company shall pay through the Company’s payroll system any amounts payable by Seller or any Affiliate to any Company Employee under any Excluded Seller Benefit Plan, using funds made available by Seller or such Affiliate for such purpose (and all amounts paid to Company Employees pursuant to any retention bonus and transaction bonus Contracts included in the Excluded Seller Benefit Plans shall be claimed as a deduction by the Company on income Tax Returns filed on behalf of the Company for a Pre-Closing Tax Period). Except as otherwise expressly provided in Section 10.1(a)(iii), no assets held in trust for any Excluded Seller Benefit Plan shall be transferred to Purchaser or to any employee benefit plan adopted or maintained by Purchaser or any of its Affiliates. Except with respect to the Excluded Seller Benefit Plans, after the Closing, the Company (and not Seller or any of its other Affiliates) shall remain solely responsible for any Liabilities arising out of the employment of any Company Employee before or after the Effective Time, including accrued obligations for salaries, wages and other compensation, personal days and floating holidays and sick pay of the Company Employees and all other benefits under the Company Benefit Plans (other than the Excluded Seller Benefit Plans).

(ii) Compensation; Service Credit; Transition from Excluded Seller Benefit Plans. From the Effective Time until the first anniversary of the Closing Date, Purchaser shall, and shall cause the Company to, maintain compensation levels (including, without limitation, base compensation, short-term incentive compensation and long-term incentive compensation) and benefits for the benefit of each Company Employee that are no less, when taken as a whole for each such Company Employee, than was provided to such Company Employee during and for 2013. For all purposes under the employee benefit plans of Purchaser and its Affiliates (including, without limitation, the Company) providing benefits to any Company Employee after the Effective Time (the “Purchaser Plans”), each Company Employee shall be credited with his or her years of service with the Company as of the Effective Time (and any additional service credited under the Company Benefit Plans), to the same extent as such Company Employee was entitled, before the Closing, to credit for such service under any similar Company Benefit Plans, except that such crediting shall not be required to the extent such credit would result in a

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duplication of benefits or for purposes of benefit accrual under any defined benefit pension plan. In addition, and without limiting the generality of the foregoing: (A) each Company Employee shall be eligible immediately to participate, without any waiting time, in any and all Purchaser Plans to the extent coverage under such Purchaser Plan replaces coverage under a comparable Company Benefit Plan in which such Company Employee previously participated; and (B) for purposes of each Purchaser Plan providing medical, dental, pharmaceutical, vision and/or disability benefits to any Company Employee, Purchaser shall use commercially reasonable efforts to cause all preexisting condition exclusions and actively-at-work requirements of such Purchaser Plan to be waived for such employee and the employee's covered dependents, to the extent such exclusions and requirements were waived under comparable Company Benefit Plans. Nothing herein shall be construed as a requirement that the Company continue the employment of any Company Employee after the Effective Time, it being understood that such employment is at will and may be terminated by the Company at any time.

(iii) Savings Plan. Company Employees shall not be entitled to make contributions to or to benefit from matching or other contributions under the Seller Savings Plan after the Effective Time. Purchaser shall take all commercially reasonable efforts necessary and appropriate to ensure that, prior to the Closing and effective as close as possible to the Effective Time, Purchaser has in effect one or more savings plans (hereinafter referred to in the aggregate as the "Purchaser Savings Plan") for the Company Employees meeting the following requirements: (x) the Purchaser Savings Plan must be a qualified, single-employer individual account plan under Section 401(a) of the Code; and (y) each Company Employee shall be eligible to participate in the Purchaser Savings Plan and make before-Tax contributions (under Section 401(k) of the Code) and take participant loans on the terms described on Schedule 10.1(a)(iii), which terms (subject to the requirements of Section 10.1(ii)) may be changed following the Effective Time in a manner which does not discriminate against the Company Employees as compared with other employees of Affiliates of the Company in the Territory. The terms of the Purchaser Savings Plan also shall provide that the account balances (assets and liabilities) of each Company Employee under the Seller Savings Plan and its related trust shall be transferred to the Purchaser Savings Plan and its related trust in accordance with Section 414(l) of the Code. Any participant loan notes with respect to the Company Employees shall be transferred in-kind as part of the transfer of account balances from the Seller Savings Plan to the Purchaser Savings Plan. Seller and Purchaser shall take such reasonable actions to cause the transfer of account balances from the Seller Savings Plan to the Purchaser Savings Plan as soon as reasonably practicable after the Closing, but no later than six months after the Closing Date.

(iv) Short Term Incentive Payments. If the Closing occurs prior to March 15, 2014, (if not previously paid by the Company), not later than March 15, 2014, Purchaser shall pay to each Company Employee who is then employed by the Company, Purchaser or any other Affiliate of Purchaser, in accordance with the terms of the Company's short-term incentive plan, the targeted short-term incentive payment for such Company Employee for 2013 shown on Schedule 4.13.

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(v) Vacation. Following the Closing, Purchaser shall cause the Company to permit Company Employees to use all vacation entitlements that Company Employees have, under the applicable policies of the Company, accrued but not used through the Effective Time in accordance with the applicable policies of the Company as in effect as of the Effective Time.

(vi) Assumed Employee Agreements; Severance Arrangements. Purchaser shall cause the Company to perform all of the obligations of the Company under the Assumed Employee Agreements and, unless Purchaser provides to the employees of the Company a severance plan with better benefits, shall cause the Company to perform all of its obligations under all severance plans and arrangements included in the Company Benefits Plans (including, without limitation, the Griffith Severance Policy).

Section 10.2 Further Assurances. From time to time following the Closing, Seller and Purchaser shall, and shall cause their respective Subsidiaries to take such further actions as reasonably may be necessary or appropriate to assure fully to Purchaser and the separation of the Company from Seller in accordance with this Agreement.

Section 10.3 Seller's Access to Documents. After the Effective Time, Purchaser shall, and shall cause its Affiliates (including without limitation, the Company) to, afford to Seller's representatives, upon reasonable notice and without undue interruption to Purchaser's and the Company's business, access during normal business hours to the books and records pertaining to the operations of the Company prior to the Closing Date (including financial records, but excluding Tax records which are covered by Section 13.9) following the Closing Date in connection with financial statements and other reasonable business purposes, provided that nothing herein shall limit Seller's rights of discovery. Purchaser shall, and shall cause the Company to, hold all of the books and records of the Company in accordance with Purchaser's standard record retention policies; provided, that Purchaser shall not, and shall not permit the Company to, destroy, alter or dispose of any of such books and records without first offering in writing at least 90 calendar days prior to such destruction or disposition to surrender them to Seller.

Section 10.4 No Solicitation of Employees. For a period of one year after the Closing Date, without the prior written consent of Purchaser, Seller shall not, and shall not cause Seller Parent or any Affiliate controlled by Seller Parent to, solicit, hire or attempt to solicit or hire any Company Employee who is then employed by the Company. Notwithstanding the foregoing, nothing herein shall prohibit Seller or any Affiliate from advertising publicly for employment or using other methods of recruitment not expressly directed at such Company Employees.

Section 10.5 Non-Competition. (a) Subject to Section 10.5(b), for a period of five years after the Closing Date ("Covenant Term"), Seller shall not, and shall cause Seller Parent and any Affiliate controlled by Seller Parent not to, directly or indirectly, either alone or as a stockholder, partner, employee, officer, director, associate, consultant, owner, agent, creditor, co-venturer of any other Person, or in any other capacity, directly or indirectly, engage anywhere in the States of Delaware, Maryland or West Virginia, the Commonwealths of Pennsylvania or Virginia or the District of Columbia (collectively, the "Territory") in the distribution of Petroleum Products or the provision of commercial or residential heating, ventilation or air conditioning sales and maintenance and related services (collectively, "Prohibited Business").

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(b) Notwithstanding anything to the contrary contained in Section 10.5(a):

(i) Seller and such Affiliates may directly or indirectly hold interests in or securities of any Person whose securities are publicly traded to the extent that such investment does not directly or indirectly confer on Seller and such Affiliates in the aggregate more than 10% of the voting power of such Person and so long as Seller and such Affiliates do not actively participate in the Prohibited Business conducted by such Person;

(ii) Seller and such Affiliates may acquire interests in or securities of any Person as an investment by their pension funds or funds of any other benefit plan of Seller or any such Affiliate whether or not such Person is engaged in any Prohibited Business;

(iii) Seller and such Affiliates may acquire interests in or securities of any Person that derived 25% or less of its total annual revenues in its most recent fiscal year from activities that constitute a Prohibited Business;

(iv) Seller and such Affiliates may acquire or use any product for internal uses or to conduct its or their other businesses that consume, use, contain, depend upon or otherwise incorporate any such product;

(v) nothing in this Section 10.5 shall create any obligation on Fortis Inc. or any Affiliate of Fortis Inc. other than Seller Parent and Affiliates controlled by Seller Parent; and

(vi) nothing in this Section 10.5 shall restrict the performance by Seller and such Affiliates of their respective obligations under this Agreement or any Seller Document.

Nothing in this Section 10.5 shall be deemed to require Seller or any Affiliate to give notice to or obtain the consent of Purchaser in order to engage in any activity or transaction of the types described in Section 10.5(b)(i)-(vi).

(c) If, at the time of enforcement of this Section 10.5, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, then the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area.

(d) If Seller or an Affiliate subject to Section 10.4 or this Section 10.5 breaches any covenant or agreement set forth in Section 6.4 or this Section 10.5, then Purchaser shall have the right to seek and obtain all appropriate injunctive and other equitable remedies therefor, in addition to any other rights and remedies that may be available at law, it being acknowledged and agreed that any such breach would cause irreparable injury to Purchaser and that money damages would not provide an adequate remedy therefor.

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Section 10.6 Notice Upon Separation from Service after the Effective Time. Following the Effective Time, Purchaser shall, or shall cause the Company to, promptly notify Seller upon the separation from service with the Company of any of the Company Employees listed on Schedule 10.6 so that Seller Parent may pay such Company Employee any amount due under the Seller Parent's Directors and Executives Deferred Compensation Plan (an Excluded Seller Benefit Plan).

Section 10.7 Excess Coverage. For a period of 36 months after the Closing, Seller or Seller Parent shall maintain \$150 million of insurance coverage that will be excess over the \$5 million (\$1 million for occurrences prior to December 1, 2013) primary general liability insurance coverage and \$1 million of primary automobile and primary employer's liability insurance coverage being maintained by or for the Company as of the date of this Agreement as listed in Annex I to Schedule 4.19 (the "Excess Coverage"). Seller or Seller Parent shall make the Excess Coverage available to the Company solely for claims associated with covered events that occur prior to the Effective Time. Purchaser and the Company shall be solely responsible for maintaining any and all insurance (including primary and excess liability insurance) for events that occur after the Effective Time. In consideration of the foregoing, the Closing Assets included in the Closing Statement shall include a prepaid expense equal to the actual cost of the Excess Insurance (up to a maximum of \$89,000).

Section 10.8 Colonial Avenue Insurance Claim. The Company has outstanding claims against two insurance carriers that are part of the Chartis group of insurance companies, which provided auto and commercial general liability insurance coverage for the Company prior to the Closing, and against AEGIS, which provided excess liability insurance covering the Company prior to the Closing, with respect to certain occurrences arising out of a misdelivery of fuel oil to a home on Colonial Avenue in Alexandria, Virginia in August, 2010 (the "Colonial Avenue Insurance Claim"). Purchaser and Seller intend that all rights, benefits and obligations with respect to the Colonial Avenue Insurance Claim be transferred by the Company to Seller at the Closing. Accordingly: (i) no receivable with respect to the Colonial Avenue Insurance Claim shall be included in the Closing Statement or the Closing Adjustment, (ii) following the Closing, Seller shall be entitled to pursue the Colonial Avenue Insurance Claim for its own benefit, in its own name and/or in the name of the Company (provided that neither Purchaser nor the Company shall be responsible for any legal costs or expenses incurred or expended after the Effective Time with respect to the collection of the Colonial Avenue Insurance Claim (all of which shall be borne by Seller)), and (iii) following the Closing, Purchaser and the Company shall reasonably cooperate with Seller in collecting the Colonial Avenue Insurance Claim (which shall include making its personnel reasonably available to assist Seller at no cost to Seller and executing such assignments and other documents and instruments as Seller reasonably may request to effectuate the resolution and collection of the Colonial Avenue Claim and the assignment and transfer of the benefits thereof to Seller). Seller shall be entitled to all payments and proceeds with respect to the Colonial Avenue Insurance Claim.

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ARTICLE 11

SURVIVAL, INDEMNIFICATION AND RELATED MATTERS

Section 11.1 Survival. (a) All representations and warranties contained herein or in any certificate delivered by or on behalf of a party to this Agreement at the Closing, and the right to commence any claim with respect thereto, shall survive the Closing and any investigation by the other party but shall terminate at the close of business on the date that is 18 months after the Closing Date, except that: (i) the representations and warranties contained in Section 4.9(a) shall terminate as of the Closing Date with respect to all Owned Real Property except for Title Defects, and Seller shall have no liability whatsoever with respect to such representations or warranties after such date and (ii) the representations and warranties contained in Sections 4.1 (Organization and Good Standing), 4.3 (Capital Structure), 4.6(b) (Indebtedness), 4.6(i) (Customer List) and 4.8 (Taxes) shall survive until the expiration of the applicable statute of limitations (including any extensions thereto granted prior to the Effective Time and any extensions granted after the Effective Time with the consent of Seller, which consent shall not unreasonably be withheld), and Seller shall have no liability whatsoever with respect to such representations and warranties after such date. The covenants and agreements of the parties hereto contained in this Agreement, in any Seller Document or in any Purchaser Document: (A) that contemplate actions to be taken after Closing shall survive the Closing and continue in effect in accordance with their terms, and (B) that contemplate actions to be taken only on or prior to Closing shall terminate and cease to be obligations as of the Closing and no claim, action or proceeding with respect to such covenant or agreement may be brought after the Closing. The expiration of any representation and warranty under this Section 11.1 shall not affect any claim for indemnification under this Article 11 if written notice of a claim for indemnification is given to the Indemnifying Party prior to the date of expiration of such representation and warranty.

(b) Each Person entitled to indemnification under this Agreement shall use commercially reasonable efforts to mitigate Losses for which it seeks indemnification under this Agreement.

(c) In calculating any amount of Losses recoverable pursuant to this Article 11, the amount of such Losses shall be reduced by (i) any insurance proceeds actually received from any unaffiliated insurance carrier offsetting the amount of such Loss, net of any expenses incurred by the Indemnified Party in obtaining such insurance proceeds (provided, however, that the Indemnified Party shall be obligated to reasonably seek any such proceeds to which it may be entitled), (ii) any recoveries from third parties pursuant to indemnification (or otherwise) with respect thereto, net of any expenses incurred by the Indemnified Party in obtaining such third party payment, (iii) any Tax benefit available to the Indemnified Party (determined on a present value basis using the KeyBank prime rate as the discount rate and using the highest federal, state and local income Tax rate, both determined on the date such payment is made and taking into account the date that the Tax benefit is reasonably estimated to be available) in respect of any Losses for which such indemnification payment is made, and (iv) any reserve or other accrual with respect to such Losses in the final and binding Closing Statement. If any Losses for which indemnification is provided under this Agreement are subsequently reduced by any insurance payment or other recovery from a third party, the Indemnified Party shall promptly remit the amount of such reduction to the Indemnifying Party. Neither Purchaser nor any other member of the Purchaser Indemnified Group shall be entitled to recover any Losses with respect to any matter for which a reserve or current Liability was included in the Closing Date Net Working Capital.



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(d) Notwithstanding anything in this Agreement to the contrary, no party shall be liable to any Indemnified Party for special, incidental, indirect, consequential, punitive or exemplary Losses.

(e) Notwithstanding anything in this Article 11 to the contrary, indemnification for any and all Tax matters and the procedures with respect thereto shall be governed exclusively by Article 13.

Section 11.2 Indemnification. (a) From and after the Closing, Seller shall indemnify and hold the Purchaser Indemnified Group harmless from and against any and all claims, judgments, causes of action, liabilities, obligations, damages, losses, deficiencies, costs, penalties, interest and expenses (including the reasonable fees and expenses of counsel) (collectively, "Losses") arising out of or resulting from:

(i) any inaccuracy or breach of any representation or warranty on the part of Seller herein or in any certificate delivered by or on behalf of Seller at the Closing, subject to the limitations and conditions contained therein, except that all obligations of Seller for indemnification with respect to any of the matters set forth in Section 4.17 [Environmental Matters] shall be governed by Section 11.2(a)(iii) and not this Section 11.2(a)(i) and all obligations of Seller for indemnification with respect to any of the matters set forth in Section 4.8 [Taxes] shall be governed by Article 13 and not this Section 11.2(a)(i);

(ii) any non-fulfillment in any material respect of any covenant or agreement on the part of Seller herein that is to be performed by its terms after the Effective Time (including, without limitation, the covenants set forth in Sections 10.4 and 10.5), subject to the limitations and conditions contained therein;

(iii) subject to the provisions of Section 11.4: (A) any inaccuracy or breach of any representation or warranty of Seller set forth in Section 4.17, (B) the Losses incurred by the Company arising out of or related to the actions described on Schedule 11.2(a)(iii)(B) with respect to the Company's Real Property in Cheverly, Maryland (the "Cheverly Environmental Action Plan"), and (C) any Environmental Claim or Legal Proceeding brought by a third party arising out of or related to any Environmental Condition which was in existence prior to or at the Effective Time with respect to the Company's Real Property in Cheverly, Maryland and which is asserted within 36 months of the Company's receipt of a Certificate of Completion letter pursuant to the Cheverly Environmental Action Plan.

(iv) subject to Section 11.5, all Losses arising out of the Company's Liabilities and obligations under or in connection with the Northeast Sale Agreement, to the extent such Losses exceed the \$619,864 reserve with respect thereto to be set forth in the Closing Statement;

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(v) all Losses arising out of the disclosure, prior to the Effective Time, of personal information of customers as a result of the Company's failure to comply with the Payment Card Industry Data Security Standard;

(vi) all brokerage fees, commissions, finders' fees and financial advisory fees (including, without limitation, the fees of Seller Financial Advisor) and all fees and expenses of counsel and other advisors to Seller and its Affiliates incurred in connection with the transactions contemplated by this Agreement; and

(vii) any Indebtedness of the Company outstanding at the Effective Time.

Notwithstanding any other provision of this Agreement to the contrary:

(1) Seller shall not be liable for any Losses with respect to the matters set forth in Section 11.2(a)(i), Section 11.2(a)(iii)(A) and Section 11.2(a)(v) unless: (x) a claim is timely asserted within the survival period specified in Section 11.1(a), (y) the Losses with respect to the particular act, circumstance or matter for which indemnification is sought exceeds \$25,000, and (z) the aggregate of all Losses under Section 11.2(a)(i), Section 11.2(a)(iii)(A) and Section 11.2(a)(v) exceeds, on a cumulative basis, 0.5% of the Purchase Price (and then only to the extent of such excess); and

(2) Seller shall not be required to pay or expend an aggregate amount in excess of 7.5% of the Purchase Price in respect of Losses for the matters set forth in Section 11.2(a)(i), Section 11.2(a)(iii)(A) and Section 11.2(a)(v).

Notwithstanding the foregoing; (a) the limitations set forth in clauses (1) and (2) shall not apply to Losses arising out of any inaccuracy or breach of any representation or warranty set forth in Section 4.1, 4.2, 4.3 or 4.6(i) or in the event of Seller's fraud or intentional misrepresentation, and (b) the limitations set forth in clauses (1) and (2) also shall not apply to Losses arising out of Seller's indemnification obligations under Sections 11.2(a)(iii)(B) and 11.2(a)(iii)(C); however, such Losses shall be included (but only to the extent they exceed \$525,000 in the aggregate) in determining whether Seller has reached the limit specified in clause (2) for purposes of Seller's liability for other Losses under Section 11.2(a)(i) and Section 11.2(a)(iii)(A), up to a maximum of 3.75% of the Purchase Price.

(3) Except as otherwise expressly provided in this Agreement, the sole and exclusive remedy of Seller after the Closing with respect to any and all claims (other than claims of, or causes of action arising from, fraud or intentional misrepresentation or claims for equitable relief) relating to this Agreement, any certificate delivered by or on behalf of Seller pursuant to this Agreement and the transactions contemplated hereby and thereby shall be pursuant to the indemnification provisions set forth in this Article 11. In furtherance of the foregoing, Seller hereby waives, from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action (other than claims of, or causes of action arising from, fraud or intentional misrepresentation or claims for equitable relief) it may have against Seller or any of its Affiliates arising under or based upon this Agreement, any document or certificate delivered in connection herewith, any Law (including, inter alia, any rights of contribution or recovery under any Environmental Law), common law or otherwise, except pursuant to the indemnification provisions set forth in this Section 11.2.

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(4) Promptly following the later of: (i) December 31, 2014 or (ii) the completion by the Company of all work required by the “LEP” (as defined in the Northeast Sale Agreement), Purchaser and the Company shall promptly pay to Seller the amount, if any, by which the Losses incurred by the Company after the Closing Date under the Northeast Sale Agreement are less than \$619,864.

(5) Notwithstanding any other provision of this Agreement, in no event shall Seller be liable for any Losses incurred by the Company with respect to any Environmental Conditions at the Company’s Real Property in Berryville, Virginia or Westminster, Maryland as a result of a breach of any representation or warranty or otherwise.

(b) From and after the Closing, Purchaser shall indemnify and hold the Seller Indemnified Group harmless from and against any and all Losses arising out of or resulting from:

(i) any inaccuracy or breach in any material respect of any representation or warranty on the part of Purchaser herein or in any certificate delivered by or on behalf of Purchaser at the Closing, subject to the limitations and conditions contained therein;

(ii) any non-fulfillment in any material respect of any covenant or agreement on the part of Purchaser that is to be performed after the Effective Time, subject to the limitations and conditions contained therein;

(iii) all Liabilities of the Company (other than Indebtedness) existing at, and the operation of the Company or the Business from and after, the Effective Time (including, without limitation, any Guarantees for which Purchaser has not, as of the Effective Time, substituted its own credit pursuant to Section 6.7); and

(iv) all brokerage fees, commissions, finders’ fees and financial advisory fees (including, without limitation, the fees and expenses of the Purchaser Financial Advisor) and all fees and expenses of counsel and other advisors to Purchaser and its Affiliates incurred in connection with the transactions contemplated by this Agreement.

Notwithstanding any other provision of this Agreement to the contrary:

(1) Purchaser shall not be liable for any Losses with respect to the matters set forth in Section 11.2(b)(i) unless: (x) a claim is timely asserted within the survival period specified in Section 11.1(a), (y) the Losses with respect to the particular act, circumstance or matter for which indemnification is sought exceeds \$25,000, and (z) the aggregate of all Losses under Section 11.2(b)(i) exceeds, on a cumulative basis, 0.5% of the Purchase Price (and then only to the extent of such excess); and

(2) Purchaser shall not be required to pay or expend an aggregate amount in excess of 7.5% of the Purchase Price in respect of Losses for the matters set forth in Section 11.2(b)(i).

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Notwithstanding the foregoing, the limitations set forth in clauses (1) and (2) shall not apply to Losses arising out of any inaccuracy or breach of any representation or warranty set forth in Section 5.1 or 5.2 or in the event of Purchaser's fraud or intentional misrepresentation.

(3) Except as otherwise expressly provided in this Agreement, the sole and exclusive remedy of Purchaser after the Closing with respect to any and all claims (other than claims of, or causes of action arising from, fraud or intentional misrepresentation or claims for equitable relief) relating to this Agreement, any certificate delivered by or on behalf of Seller and the transactions contemplated hereby and thereby shall be pursuant to the indemnification provisions set forth in this Article 11. In furtherance of the foregoing, Purchaser hereby waives, from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action (other than claims of, or causes of action arising from, fraud or intentional misrepresentation or claims for equitable relief) either may have against Seller or any of their Affiliates arising under or based upon this Agreement, the sale of the Shares, or any document or certificate delivered in connection herewith, any Law (including, inter alia, any securities Laws), common Law or otherwise, except pursuant to the indemnification provisions set forth in this Section 11.2.

Section 11.3 Procedures for Indemnification. Whenever a claim shall arise for indemnification under this Article 11, except as otherwise provided in Section 11.4, the parties shall proceed as provided as set forth in this Section 11.3. The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party from which indemnification is sought (the "Indemnifying Party") of such claim and, when known, the facts constituting the basis for such claim; provided, however, that in the event of any claim for indemnification hereunder resulting from or in connection with any claim or Legal Proceeding by a third party (a "Third Party Claim"), the Indemnified Party shall give such notice thereof to the Indemnifying Party not later than ten Business Days prior to the time any response to the Third Party Claim is required, and in any event within five Business Days following receipt of notice thereof. In the event of any such Third Party Claim, the Indemnifying Party may, at its sole cost and expense, assume the defense of the Third Party Claim by written notice within 30 calendar days, using counsel that is reasonably satisfactory to the Indemnified Party. The failure of an Indemnified Party to give timely notice shall not affect the right to indemnification of the Indemnified Party except to the extent that the Indemnifying Party demonstrates actual prejudice. If an Indemnifying Party assumes the defense of any such Third Party Claim, the Indemnifying Party shall be entitled to take all steps necessary in the defense thereof, including any settlement; provided, however, that the Indemnified Party may, at its own expense, participate in any Legal Proceeding with respect to such Third Party Claim with counsel of its choice without any right of control thereof. The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided herein, shall not, however: (i) consent to, or enter into, any compromise or settlement of the Third Party Claim which commits the Indemnified Party to take, or to forbear from taking, any action or does not provide for a full and complete written release by such third party of the Indemnified Party, or (ii) consent to the entry of any judgment in any Legal Proceeding that does not relate solely to monetary damages arising from the Third Party Claim, in any such case, without the Indemnified Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party and the Indemnified Party shall cooperate fully in all aspects of any investigation, defense, pre-trial activities, trial, compromise, settlement or discharge of any Third Party Claim in respect of which indemnity is sought pursuant to this Article 11, including, but

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not limited to, by providing the other party with reasonable access to employees and officers (including as witnesses) and other information. So long as the Indemnifying Party is in good faith defending any Third Party Claim, the Indemnified Party shall not compromise or settle such Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. If the Indemnifying Party does not assume the defense of any Third Party Claim in accordance with this Section 11.3, the Indemnified Party may defend against such Third Party Claim in such manner as it may deem appropriate, including settling such claim or litigation (after giving prior written notice of the same to the Indemnifying Party and obtaining the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed) on such terms as the Indemnified Party may reasonably deem appropriate, and the Indemnifying Party shall promptly indemnify the Indemnified Party in accordance with the provisions of this Article 11.

Section 11.4 Limitations and Procedures Applicable to Indemnification under Section 11.2(a)(iii) (Environmental Matters). (a) Subject to the terms of this Section 11.4, whenever a claim shall arise for indemnification under Section 11.2(a)(iii) (an “Environmental Indemnity Claim”), the Environmental Indemnity Claim shall be submitted by the Indemnified Party to the Indemnifying Party in accordance with the timelines and procedures set forth in Section 11.3. In the event that Purchaser submits an Environmental Indemnity Claim, Seller may, at its sole cost and expense, assume the defense and/or resolution (including undertaking Remedial Action) with respect to the subject matter of such Environmental Indemnity Claim by written notice to Purchaser given within 30 Business Days after receipt of Purchaser’s written notice of the Environmental Indemnity Claim. If Seller assumes the defense and/or resolution of any matter subject to an Environmental Indemnity Claim, Seller shall be entitled to take all steps necessary in the defense and/or resolution thereof. If Remedial Action is required, Seller shall use commercially reasonable efforts to avoid: (i) unreasonable interference with the operations of the Real Property provided there has been no Change since the Closing Date or (ii) unreasonably restricting the ability to use any Real Property for the use for which it was employed on the Closing Date or for substantially similar uses, without the consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed); provided, that so long as Seller uses such commercially reasonable efforts, Seller shall have no responsibility or liability for any such disruption or interference caused by such Remedial Action. Purchaser may, at its own expense, monitor any Legal Proceeding that is the subject matter of an Environmental Indemnity Claim with counsel of its choice, but without any right to control such Legal Proceeding. If Seller does not assume the defense and/or resolution of the subject matter of an Environmental Indemnity Claim, then Purchaser may defend and/or resolve such matter in a commercially reasonable manner, including settling claims or Legal Proceedings (after giving prior notice of the same to the Seller and obtaining the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed).

(b) From the date of this Agreement, Seller, at its sole cost and expense, shall take the actions specified in the Cheverly Environmental Action Plan. Such actions shall be subject to, and shall be taken in accordance with, this Section 11.4, except as otherwise expressly provided in the Cheverly Environmental Action Plan.

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(c) Seller and Purchaser shall cooperate fully in all respects of any investigation, defense, pre-trial activities, trial, compromise, settlement, discharge or Remedial Action arising in connection with any Environmental Indemnity Claim, including, without limitation, by providing the other party with reasonable access to: (i) employees and officers (including as witnesses), (ii) other relevant information, and (iii) facilities; provided, that in each case, such access shall be given at reasonable times and upon reasonable notice and without undue interruption to such party's business or personnel. So long as Seller is in good faith defending and/or resolving the subject matter of an Environmental Indemnity Claim under this Section 11.4, Purchaser shall not compromise, settle or in any matter interfere with the defense or resolution of such matter.

(d) If Seller assumes responsibility for the defense and/or resolution of any matter subject to an Environmental Indemnity Claim, Seller shall in a timely manner provide Purchaser (and its designated consultants and representatives) with the name(s) and qualifications of any consultant or firm which the Seller proposed to retain to perform any portion of any Remedial Action (other than Clendenin Consulting and Remediation Group), and Purchaser shall be given a reasonable opportunity to review such consultants and firms prior to their retention. Except as otherwise expressly provided in the Cheverly Environmental Action Plan: (i) Seller shall in a timely manner provide Purchaser (and its designated consultants and representatives) with copies of all relevant documentation, including, without limitation, all material notices, correspondence, work plans, sampling and analytical data, and final reports concerning any Remedial Action, (ii) Purchaser (and its designated consultants and representatives) shall be given a reasonable opportunity to review such documents, and (iii) Seller shall not make any submission to Governmental Authorities until Purchaser has had a reasonable opportunity to review and comment on such submission, recognizing that Seller shall be solely responsible and entitled to make any final decision regarding such submission.

(e) Any Remedial Action covered by an Environmental Indemnity Claim for which Seller assumes responsibility for the defense and/or resolution shall be conducted in a manner acceptable to Seller, in its sole discretion, so long as such Remedial Action is in compliance with applicable Environmental Laws. Seller shall have no indemnification obligation under Section 11.2(a)(iii) to the extent Losses result from any Change after the Closing Date caused by Purchaser, the Company or any subsequent owner or operator of the Business or the Real Property. For purposes of this Article 11, "Change" means a material change in the use of Real Property after the Closing Date, including a cessation in operations, or decommissioning or demolition of all or substantially all of a facility or the operations conducted thereon.

(f) Notwithstanding anything in this Article 11 to the contrary, Purchaser and the Purchaser Indemnified Group shall not be entitled to recover for Losses relating to, resulting from or in connection with: (i) a Change after the Effective Time; (ii) a material change in, alteration of or addition to the building, structures, fixtures or equipment located on the Real Property after the Closing; (iii) the cost of removal or treatment of any substance that can be managed in place in a commercially reasonable fashion while complying with the minimum requirements of Environmental Laws for facilities of the type being remediated, (iv) any change in Laws occurring after the Effective Time; or (v) any non-subsurface sampling or analysis, subsurface investigation or communication with any Governmental Authority by or on behalf of Purchaser after the Effective Time except to the extent (and only to the extent) that such sampling, analysis, investigation or communication is: (A) required by any Environmental Law, or (B) in response to a request of a Governmental Authority, provided, however, that any such

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sampling, analysis, investigation, or communication with a Governmental Authority shall not be considered “required by any Environmental Law” for purposes of this Article 11 if such sampling, analysis, investigation or communication occurs as a result of: (1) a Change, or (2) due diligence conducted by a potential future purchaser or financing source.

(g) Seller shall have no indemnification obligations under Section 11.2(a)(iii) to the extent the Losses otherwise subject to indemnification by Seller result from the negligence or willful misconduct of Purchaser after the Closing Date.

(h) In the event of any conflict between the terms of this Section 11.4 and any other provisions of this Article 11 with respect to any Environmental Indemnity Claim, the terms of this Section 11.4 shall control.

Section 11.5 Procedures Applicable to Indemnification under Section 11.2(a)(iv) (the Northeast Sale Agreement). Following the Closing, Purchaser and the Company shall reasonably cooperate with Seller in completing the obligations of the Company under the Northeast Sale Agreement (including, without limitation, the work required by the “LEP”, as defined in the Northeast Sale Agreement), which shall include making the Company’s personnel reasonably available to assist Seller at no cost to Seller. The Company shall promptly notify Seller of any additional claims for indemnification against the Company by the purchaser under the Northeast Sale Agreement of which the Company receives written notice, and all such claims shall be treated, as between the Company and Seller, as Environmental Indemnity Claims pursuant to Section 11.4 of this Agreement, with Seller having the right to control all actions and proceedings with respect thereto.

## ARTICLE 12 TERMINATION

Section 12.1 Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned any time prior to the Closing:

(a) upon the written agreement of Purchaser and Seller;

(b) by Purchaser (so long as Purchaser is not then in material breach of any representation, warranty, covenant or other agreement set forth in this Agreement), upon ten Business Days’ prior written notice to Seller: (i) if any of the conditions set forth in Section 8.1 or 8.2 becomes incapable of fulfillment prior to the Outside Closing Date as a result of events beyond the control of Purchaser and such condition is not waived by Purchaser, or (ii) under the circumstances specified in Section 6.8 or Section 7.2.

(c) by Seller (so long as Seller is not then in material breach of any representation, warranty, covenant or other agreement set forth in this Agreement), upon ten Business Days’ prior written notice to Purchaser, if any of the conditions set forth in Section 9.1 or 9.2 becomes incapable of fulfillment prior to the Outside Closing Date as a result of events beyond the control of Seller and such condition is not waived by Seller;

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(d) by Seller (so long as Seller is not then in material breach of any representation, warranty, covenant or other agreement set forth in this Agreement), if Purchaser has failed to comply with any of its covenants or obligations set forth in Section 6.3 or Section 6.4; or

(e) by either party to this Agreement if the Closing has not occurred on or before May 15, 2014 (the "Outside Closing Date") or at such earlier time as a court of competent jurisdiction in the United States issues a preliminary or permanent Order enjoining prohibiting or otherwise restricting the Closing; provided, however, that the right to terminate this Agreement under this Section 12.1(e) shall not be available to a party whose failure to perform any covenant or obligation under this Agreement has caused or resulted in the failure of the Closing to occur on or before the Outside Closing Date.

Section 12.2 Procedure and Effect of Termination. In the event of a termination under Section 12.1(b), (c), (d) or (e), the terminating party shall give written notice of the termination to the other party, and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by either party, upon delivery of such notice (or at such later date as is provided in Section 12.1), except that the Confidentiality Agreement shall survive in accordance with its terms and this Section 12.2 and Article 14 shall survive such termination. Upon any termination hereof pursuant to Section 12.1, no party to this Agreement shall thereafter have any further liability or obligation under this Agreement; provided, however, that no such termination shall relieve any party hereto or thereto of any liability for any willful breach of any provision of this Agreement prior to the date of such termination.

## ARTICLE 13

### TAX MATTERS

Section 13.1 Section 338(h)(10) Election. Seller (along with the common parent of the selling consolidated group) and Purchaser shall: (i) join in making an election under Section 338(h)(10) of the Code (and any election corresponding to Section 338(h)(10) of the Code under state or local Tax Laws) with respect to the purchase of the Shares (the "Section 338(h)(10) Election"); (ii) provide to the other party the necessary information to permit the Section 338(h)(10) Election to be made; and (iii) take all actions necessary and appropriate (including filing any necessary forms, returns, elections, schedules and other documents) as may be required to effect and preserve timely the Section 338(h)(10) Election in accordance with the provisions of Treasury Regulation §1.338(h)(10)-1 (or any provisions comparable to Section 338(h)(10) of state or local Tax Laws).

Section 13.2 Tax Indemnification. (a) Seller shall indemnify Purchaser and the Purchaser Indemnified Group (including, without limitation, the Company) and hold them harmless from all liability for: (i) any and all Taxes imposed upon or assessed against or payable with respect to the Company or the assets of the Company with respect to Pre-Closing Tax Periods, (ii) all Taxes imposed on the Company under Treasury Regulation §1.1502-6 (or comparable provisions of state or local Tax Law) solely as a result of the Company having filed Tax Returns for the Pre-Closing Tax Period on a consolidated, combined or unitary basis with



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any other Person; (iii) any Liability for Taxes imposed on the Company directly from making the Section 338(h)(10) Election; (iv) any Liability for Taxes imposed on the Company with respect to the Pre-Closing Tax Periods arising by reason of any breach by the Company or inaccuracy of any of the representations contained in Section 4.8, (v) any Tax refund receivable for the Pre-Closing Tax Period included in the final and binding Closing Statement that is not collected in full after a final resolution of any contest pursuant to Section 13.5 with respect to the failure by the relevant Governmental Authority to pay such Tax refund receivable initiated by the Company or Seller, and (vi) all reasonable costs and expenses, including reasonable legal fees and expenses, attributable to any item in clauses (i) through (v).

(b) Purchaser shall indemnify Seller and Seller Indemnified Group from and against: (i) all Taxes of the Company that are imposed with respect to Post-Closing Tax Periods, including all reasonable costs and expenses, including reasonable legal fees and expenses, attributable thereto, and (ii) all Taxes with respect to Pre-Closing Tax Periods for which an accrual has been included on the final and binding Closing Statement but only to the extent that a final resolution regarding the payment of such Taxes results in such accrued amount exceeding the amount actually paid by the Company (or by Seller on behalf of the Company) with respect to such accrued Taxes for Pre-Closing Tax Periods.

(c) Any payment to be made pursuant to the indemnification obligations of a party under this Section 13.2 shall be paid no later than the later of: (i) ten calendar days after the indemnified party makes written demand upon the indemnifying party setting forth in detail the computation of the amount owed, and (ii) five calendar days prior to the date on which the underlying amount is required to be paid by the indemnified party; provided, however, that in the case of a Tax that is contested in accordance with the provisions of Section 13.5, payment of the Tax to the appropriate Governmental Authority (or to Seller or the Purchaser Indemnified Group with respect to the Tax accrual and Tax refund receivable, respectively) shall not be required prior to the date a final and unappealable determination to such effect is made by a court of competent jurisdiction or, in the absence of a court proceeding, by the appropriate Governmental Authority.

(d) For purposes of this Section 13.2, whenever it is necessary to determine the liability for Taxes of the Company for a Straddle Period, the determination of the Taxes for the portion of the Straddle Period ending prior to the Effective Time, and the portion of the Straddle Period beginning after the Effective Time, shall be determined by assuming that the Straddle Period consists of two taxable years or periods, one of which ends at the Effective Time and the other of which begins at the Effective Time, and items of income, gain, deduction, loss or credit, and state and local apportionment factors of the Company for the Straddle Period shall be allocated between such two taxable years or periods on a "closing of the books basis;" provided, however: (i) exemptions, allowances or deductions that are calculated on an annual basis, and (ii) ad valorem Taxes, such as real and personal property Taxes, shall be apportioned ratably between such periods on a daily basis, and provided, further, transactions occurring on the Closing Date that are properly allocable (based on Treasury Regulation §1.338-1(d)) to the portion of the Closing Date after the Closing shall be allocated to the taxable period that is deemed to begin at the beginning of the day immediately following the Closing Date.

(e) Except as otherwise provided in Section 13.2(a)(v) with respect to the Tax refund receivables, Seller shall indemnify Purchaser and the Purchaser Indemnified Group pursuant to this Section 13.2 only to the extent that Purchaser or the Purchaser Indemnified Group is required to make a payment to a Governmental Authority (or to a third person as reimbursement for a payment made to a Governmental Authority) with respect to a Pre-Closing Tax Period and only to the extent that the amount of such payment exceeds the amount included in the current liabilities component of the final Closing Statement with respect to such item; provided, however, that any such payment shall be reduced by the Tax benefit available to the indemnified party pursuant to Section 11.1(c)(iii).

(f) The indemnification provisions in this Section 13.2 shall survive the Closing until the expiration of the applicable statute of limitations.

Section 13.3 Allocation of Consideration. The “aggregate deemed sales price” (as defined in Treasury Regulation §1.338-4) (the “ADSP”) and the “adjusted gross-up basis” (as defined in Treasury Regulation §1.338-5) shall be allocated among the assets of the Company in accordance with Treasury Regulation §1.338-6 and §1.338-7. As promptly as possible, but in any event within 120 calendar days after the determination of the Final Working Capital Statement, Purchaser shall propose to Seller an allocation of the ADSP. Seller shall have 60 calendar days to review the allocation proposed by Purchaser. If Purchaser and Seller agree in writing to an allocation of the ADSP (an “Agreed Upon Allocation”), the Agreed Upon Allocation shall be conclusive and final for all purposes, and Purchaser and Seller each: (i) shall be bound by the allocations determined pursuant to this paragraph for purposes of determining any Taxes, (ii) shall prepare and file all Tax Returns, including IRS Form 8883, in a manner consistent with the Agreed Upon Allocation, and (iii) shall take no position inconsistent with the Agreed Upon Allocation in any Tax Return, any proceeding before any taxing authority or otherwise (and in the event that the Agreed Upon Allocation is disputed by any Taxing authority, the party receiving notice of such dispute shall promptly notify and consult with the other parties concerning resolution of such dispute). In the event that Purchaser and Seller fail to agree upon an allocation of the ADSP, each party may report the federal, state and local income and other Tax consequences of the transactions contemplated by this Agreement in such manner as such party deems appropriate.

Section 13.4 Tax Returns and Payment Responsibility. (a) With respect to all taxable periods ending on or before the Effective Time for which a Tax Return of the Company is required to be filed on or after the Effective Time, Seller shall be responsible for and shall cause to be prepared and duly file all income Tax Returns of the Company and all consolidated, combined or unitary Tax Returns that include the Company. Seller shall provide Purchaser with a copy of any Tax Return filed after the Effective Time that reflects operations and Taxes relating to the Company for any periods ending on or before the Effective Time; provided, that such Tax Returns may be made available on a pro forma basis if filed on a consolidated, combined or unitary basis with one or more other Persons.

(b) Each Tax Return that is to be prepared and filed by Purchaser pursuant to Section 13.4 that relates to Taxes for which Seller could be liable under this Article 13 shall be submitted to Seller for Seller’s review and approval (which approval shall not unreasonably be withheld or delayed) not later than 15 days prior to the due date for the filing of such Tax Returns (or, if such due date is within 45 days following the Effective Time, as promptly as practicable following the Effective Time).

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(c) Purchaser shall not (and shall not cause or permit the Company to): (i) amend, re-file or otherwise modify any Tax Return relating in whole or in part to the Company with respect to any Pre-Closing Tax Period, or (ii) grant an extension of the statute of limitations with respect to any of the foregoing; in each case without the prior written consent of Seller, which shall not unreasonably be withheld.

Section 13.5 Contest Provisions. Seller shall have the sole right to represent the interests of the Company in any Tax audit or Legal Proceeding relating to any Tax for any taxable period ending on or before the Effective Time for which Purchaser or other member of the Purchaser Indemnified Group has made a claim for indemnification pursuant to this Article 13 (including any Tax refund receivable included in the final and binding Closing Statement) and to employ counsel of its choice to defend the position against the Governmental Authority. Notwithstanding the foregoing, Purchaser shall have the sole right to represent the interests of the Company in any Tax audit or Legal Proceeding relating to Taxes with respect to taxable periods including (but not ending on) or beginning after the Closing Date and to employ counsel of its choice at its expense; provided, however, that the Purchaser shall not be entitled to settle, either administratively or after the commencement of litigation, any claim regarding Taxes that adversely would affect the liability of Seller, without the consent of Seller which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required to the extent that Purchaser has indemnified Seller against the effects of such settlement.

Section 13.6 Termination of Tax Sharing Agreements. Anything in any other agreement to the contrary notwithstanding, all Liabilities between the Seller or any of its Affiliates (other than the Company), on the one hand, and the Company, on the other hand, under any Tax allocation or Tax sharing agreement in effect on or prior to the Closing Date (other than this Agreement) shall cease and terminate as of the Effective Time and all obligations thereunder shall terminate and no additional payments shall be made under any such allocation or agreement after the Effective Time. None of Purchaser or Seller or any of their respective Affiliates shall pursue (either on its own behalf or on behalf of any Affiliate) reimbursement for any amount payable or attempt to enforce any act, event, condition or omission; and hereby knowingly voluntarily and unconditionally release and forever discharge Purchaser and its Affiliates and the Company and its Affiliates from any amounts payable pursuant to any allocation or other agreement between Seller and Company (other than as expressly provided in this Agreement). Seller shall take all appropriate action to terminate any Tax allocation and Tax sharing agreement between the Company and any other Person as of the Effective Date.

Section 13.7 Refunds, Credits and Carrybacks. Seller shall be entitled to any refunds or credits of or against any Taxes with respect to Pre-Closing Periods (to the extent not included as a Tax refund receivable in the final and binding Closing Statement). Purchaser shall be entitled to any refunds or credits of or against any Taxes with respect to the Company other than refunds or credits with respect to Pre-Closing Periods to which Seller is entitled under the preceding sentence of this Section 13.7 (which shall mean that Purchaser is entitled to the Tax refund receivables shown in the final and binding Closing Statement).

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Section 13.8 Cooperation. Each of Purchaser and Seller shall, and shall cause its respective Affiliates to, provide the other party hereto with such cooperation, documentation and information as either of them reasonably may request in (a) filing any Tax Return, amended Tax Return or claim for refund, or (b) determining a liability for Taxes or an indemnity obligation under this Article 13 or a right to refund of Taxes. Each party shall make its employees reasonably available on a mutually convenient basis at its cost to provide explanation of any documents or information so provided.

Section 13.9 Retention of Records. After the Closing, Purchaser shall cause the Company to preserve all information, records or documents relating to liabilities for Taxes of the Company until six months after the expiration of any applicable statute of limitations (including extension thereof) with respect to the assessment of such Taxes; provided, however, that neither Seller nor Purchaser shall (and Purchaser shall not allow the Company to) dispose of any of the foregoing items without first offering such items to the other party.

Section 13.10 Tax Treatment of Certain Post-Closing Payments. Seller and Purchaser and their respective Affiliates shall treat any and all payments under Article 11 or this Article 13 as an adjustment to the Purchase Price for all Tax purposes. Seller and Purchaser shall, for all Tax purposes, allocate any such adjustment among the Purchased Assets based upon the item or items to which such adjustment is principally attributable, to the extent permissible.

Section 13.11 Employee Payroll Information. Seller shall transfer to the Company any records held by Seller relating to withholding and payment of income and unemployment Taxes (federal, state and local) and FICA Taxes with respect to wages paid to employees of the Company during the calendar year in which the Closing occurs (including, without limitation, Forms W-4, Employee's Withholding Allowance Certificate).

Section 13.12 Transfer Taxes. Purchaser shall pay all stamp and recording, transfer (including, without limitation, any real property transfer and conveyance Taxes and fees), documentary and sales Taxes (collectively, "Transfer Taxes") incurred in connection with the sale and assignment of the Shares and the transactions contemplated by this Agreement regardless of the Person liable for such Taxes under applicable Law. Purchaser and Seller shall cooperate in executing and filing any Tax returns, affidavits and other documents relating to Transfer Taxes.

Section 13.13 No Section 409A Separation from Service. None of the Company Employees shall be treated as having experienced a separation from service for purposes of Treasury Regulation §1.409A-1(h) as a result of the sale of the transactions contemplated by this Agreement.

Section 13.14 Taxes Governed by Article 13. Claims for indemnification with respect to Taxes shall be governed by this Article 13 and Section 11.1(e) but not by any other provision of Article 11

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ARTICLE 14  
MISCELLANEOUS

Section 14.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the definitions indicated below:

“Active Customers” has the meaning set forth in Schedule 4.6(e).

“ADSP” has the meaning set forth in Section 13.3.

“Affiliate” means, as to any Person, (a) any Subsidiary of such Person and (b) any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person. For the purposes of this definition, “control” means the possession of the power to direct or cause the direction of management and policies of Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreed Upon Allocation” has the meaning set forth in Section 13.3.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Antitrust Laws” has the meaning set forth in Section 6.3(c).

“Assumed Employee Agreements” has the meaning set forth in Section 10.1(a)(i).

“Balance Sheet Date” means September 30, 2013.

“Base Purchase Price” has the meaning set forth in Section 2.1.

“Bid Basis” means a sale of Petroleum Products by the Company to any consumer which has purchased pursuant to a Contract which provides a specific price or pricing formula for a contractually required specific period of time, but shall not include sales of Petroleum Products to Capped Price Customers, Fixed Priced Customers or Pre-Buy Customers.

“Business” has the meaning set forth in the recitals to this Agreement.

“Business Day” means any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by Law to close.

“Capped Price Customer” means a customer to whom the Company has guaranteed that its price for Petroleum Products will not exceed an agreed upon maximum price for a specified period of time.

“Change” has the meaning set forth in Section 11.4(e).

“Cheverly Environmental Action Plan” has the meaning set forth in Section 11.2(a)(iii)(B).

“Closing” has the meaning set forth in Section 3.1.

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“Closing Adjustment” has the meaning set forth in Section 2.1

“Closing Assets” has the meaning set forth in Section 2.1.

“Closing Date” has the meaning set forth in Section 3.1.

“Closing Date Cash” means the Company’s cash and cash equivalents on the Closing Date, determined in accordance with GAAP.

“Closing Liabilities” has the meaning set forth in Section 2.1.

“Closing Statement” has the meaning set forth in Section 2.3(a).

“Code” means the Internal Revenue Code of 1986, as amended.

“Colonial Avenue Insurance Claim” has the meaning set forth in Section 10.8.

“Company” has the meaning set forth in the recitals to this Agreement.

“Company Benefit Plan” has the meaning set forth in Section 4.14(a).

“Company Bylaws” has the meaning set forth in Section 4.1.

“Company Certificate” has the meaning set forth in Section 4.1.

“Company Employees” has the meaning set forth in Section 4.13.

“Company Names” has the meaning set forth in Section 4.4.

“Confidentiality Agreement” means the confidentiality agreement between Lazard Middle Market LLC, on behalf of Seller and the Company, and Purchaser, dated August 28, 2013.

“Continuing Plans” has the meaning set forth in Section 10.1(a)(i).

“Contract” means any written contract, agreement, indenture, note, lease (including real property leases), purchase or sales order, mortgage, license or other enforceable arrangement or agreement.

“Covenant Term” has the meaning set forth in Section 10.5(a).

“Customer Information” means the names and addresses of customers and related credit, service and delivery information.

“Effective Time” means 11:59 p.m. Eastern time on the Closing Date.

“Environmental Claims” refers to any complaint, summons, citation, notice, directive, Order, claim, litigation, investigation, notice of violation, judicial or administrative proceeding, judgment, letter or other communication from any Governmental Authority, department, bureau, office or other authority, or any third party involving violations of Environmental Laws.

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“Environmental Compliance Liability” means any and all liabilities, costs and expenses arising under, or related to, compliance with any Environmental Laws applicable to the Real Property or the Business or operations or assets associated with the Real Property or the Business, that may reasonably result in claims and/or demands under Environmental Laws and/or liabilities to third parties including, but not limited to, Governmental Authorities and that was caused or resulted from an action or inaction of Seller.

“Environmental Conditions” mean all circumstances with respect to soil, surface waters, ground waters, ponds, stream sediment, air and similar environmental media and building materials, both on-site and off-site of the Real Property, and all improvements thereto upon or in which the Business is now or was formerly operated that was caused or resulted from an action or inaction of Seller and that would reasonably require Remedial Action and/or that would reasonably result in claims and/or demands by and/or liabilities to third parties including, but not limited to, Governmental Authorities. This term shall expressly include, without limitation, on-site and off-site liabilities asserted under the Comprehensive Environmental Response Compensation and Liability Act, as amended, (“CERCLA”) and analogous state statutes if caused or resulting from an action or inaction of Seller.

“Environmental Indemnity Claim” has the meaning set forth in Section 11.4.

“Environmental Law” means any Law in effect on the Closing Date relating to pollution or protection of human health (as relating to Materials of Environmental Concern) or the Environment, including (without limitation), (i) emissions, discharges, releases or threatened releases of Materials of Environmental Concern, (ii) the manufacture, generation, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern, (iii) the preservation of the Environment or mitigation of adverse effects thereon, (iv) health and safety of employees, community right-to-know, hazard communication and noise concerns or (v) record keeping, notification, disclosure and reporting requirements respecting Materials of Environmental Concern, including those regulating the Handling or Release of any Hazardous Substance.

“Environmental Notice” means any summons, citation, directive, Order, claim, pleading, proceeding, judgment, letter or any other written communication from the United States Environmental Protection Agency (“USEPA”), or any other federal, state or local agency or authority, or any other Person, concerning any intentional or unintentional act or omission which has resulted in or which may result in the release of any Materials of Environmental Concern into the Environment or building material, or other violation or alleged violation of Environmental Laws or Environmental Permits.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“Estimated Closing Adjustment” has the meaning set forth in Section 2.2.

“Excess Coverage” has the meaning given that term in Section 10.7.

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“Excluded Seller Benefit Plans” has the meaning set forth in Section 10.1(a)(i).

“Financial Information” has the meaning set forth in Section 4.6.

“Fixed Price Customer” means any customer which has purchased or agreed to purchase in the future Petroleum Products from the Company pursuant to a Contract which requires the Company to sell a specified quantity of Petroleum Products to such customer at a fixed price or to sell Petroleum Products for a specified period of time, to such customer at a fixed price.

“GAAP” means U.S. generally accepted accounting principles.

“Governmental Authority” means any government or governmental or regulatory body thereof, or political subdivision thereof, of any country or subdivision thereof, whether national, federal, state or local, or any agency or instrumentality thereof, or any court or arbitrator (public or private).

“Guarantees” has the meaning set forth in Section 6.7.

“Handling” means any manner of generating, accumulating, storing, treating, disposing of, or transporting, as any such terms may be defined in any Environmental Law, of Hazardous Substances.

“Hazardous Substance” means any material regulated as a “hazardous waste” or “hazardous substance” under any Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Indebtedness” of any Person means and includes each of the following: (a) any indebtedness for borrowed money, (b) any obligations evidenced by bonds, debentures, notes or other similar instruments, (c) any obligations to pay the deferred purchase price of property or services, except trade accounts payable and other current liabilities arising in the ordinary course of business, (d) any obligations as lessee under capitalized leases, (e) any non-contingent reimbursement obligations under acceptance credit, letters of credit or similar facilities that have been drawn, and (f) any guaranty or other contingent liability with respect to any of the foregoing.

“Indemnified Party” has the meaning set forth in Section 11.3.

“Indemnifying Party” has the meaning set forth in Section 11.3.

“Independent Accounting Firm” has the meaning set forth in Section 2.3(d).

“Intellectual Property Assets” means all Marks, copyrights, Trade Secrets, websites and domain names used in connection with the Business.

“IRS” means the United States Internal Revenue Service.



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“Knowledge” means the actual knowledge as of the date of this Agreement of Randy Groft, Mark Wagus, Bruce Woodson, Scott Haley, Vincent Lascusas, Kevin Spain, Daniel Dorney, Diane Leviski or Randy Wayne.

“Law” means any national, federal, state or local law (including common law), statute, constitutional provision, code, ordinance, rule, regulation, directive, concession, Order or other requirement or guideline of any country or subdivision thereof.

“Leased Real Property” has the meaning set forth in Section 4.9(c).

“Legal Proceeding” means any judicial, administrative or arbitral action, suit, proceeding (public or private) or other investigation by or before any Governmental Authority.

“Liability” or “Liabilities” means any indebtedness, obligations or liabilities of any kind (whether accrued, absolute, contingent or otherwise, and whether or not due or to become due or asserted or unasserted).

“Lien” means any lien (statutory or otherwise), pledge, mortgage, deed of trust, security interest, charge, option, right of first refusal, right of first offer, easement, covenant, condition, restriction, declaration, servitude, transfer restriction or encumbrance.

“Losses” has the meaning set forth in Section 11.2(a).

“Marks” means all material names, fictional business names, tradenames, registered and unregistered federal and state trademarks, service marks, slogans, trade dress, logos and all applications to register the same, domestic and foreign, that are owned, licensed, used or held for use by the Company.

“Material Adverse Effect” means any change or event or effect that, individually or in the aggregate with all other such changes or events, whether similar or dissimilar, is materially adverse to, or reasonably likely to be materially adverse to, the Company or financial condition or results of operations of the Company taken as a whole, except for any such change, event or effect resulting from or arising out of: (a) changes or developments in Laws or changes or developments in the enforcement thereof applicable to the Company, (b) changes or developments in international, national, regional, state or local wholesale or retail markets for products of the Company, including those due to actions by competitors, (c) changes or developments resulting from the negotiation, announcement, execution, delivery, consummation or anticipation of this Agreement and the transactions contemplated hereby, (d) changes or developments resulting from any action taken by Purchaser or Seller or any of their respective representatives in accordance with the terms of this Agreement or in order to consummate the transactions contemplated by this Agreement, or resulting from the failure of Purchaser to consent to a request by Seller to take any action prohibited by, or to omit to take any action required by, Section 6.2, (e) changes or developments in financial, credit or securities markets or the economy in general, including changes in currency exchange or interest rates, or (f) changes or developments resulting from acts of terrorism or war (whether or not declared), except to the extent causing damage to the physical facilities of the Company.

“Material Contracts” has the meaning set forth in Section 4.12.

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“Materials of Environmental Concern” means, to the extent regulated under any Environmental Laws applicable to the Company or any Real Property or the operations conducted thereon, any petroleum or fraction thereof, petroleum product, petroleum by-product, fuel oil, waste oil, Petroleum Products, explosive, reactive material, ignitable material, corrosive material, hazardous chemical, hazardous waste, hazardous substance, extremely hazardous substance, toxic substance, toxic chemical, radioactive material, medical waste, biomedical waste, infectious material, pollutant, toxic pollutant, herbicide, fungicide, rodenticide, insecticide, contaminant or pesticide.

“Northeast Sale Agreement” means the Asset Purchase Agreement dated as of November 4, 2009 between the Company and Superior Plus Energy Services LLC, as amended.

“Notice of Dispute” has the meaning set forth in Section 2.3(c).

“NYBCL” means the New York Business Corporation Law, as amended through the date of this Agreement.

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of any Governmental Authority.

“Other Liabilities” means the liabilities of the Company shown on Exhibit A (Statement of Closing Assets and Closing Liabilities) (other than current liabilities), consisting of “post-retirement employee benefits,” “environmental reserves,” “other liabilities—burner service contract” and “other liabilities—asset retirement obligation.”

“Outside Closing Date” has the meaning set forth in Section 12.1(e).

“Owned Real Property” has the meaning set forth in Section 4.9(a).

“Permit” means any approval, authorization, consent, franchise, license, permit, registration or certificate issued or granted by any Governmental Authority.

“Permitted Exceptions” means (a) liens for current Taxes, assessments or other claims by a Governmental Authority not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings; (b) mechanics’, carriers’, workers’, repairers’ and similar Liens arising or incurred in the ordinary course of business that are not material to the Company; and (c) such other imperfections in title, charges, restrictions, Liens and encumbrances that do not materially detract from or diminish the value of or materially interfere with the present use of such asset used in the Business.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, representative office, branch, Governmental Authority or other similar entity.

“Petroleum Products” means #2 heating oil, propane and motor fuels.

“Pre-Buy Customer” means a customer which has paid in advance for the future delivery of Petroleum Products at a specific price and specific quantity.

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“Post-Closing Tax Period” means any Tax period commencing after the Effective Time and that portion of any Straddle Period after the Effective Time.

“Pre-Closing Tax Period” means any Tax period ending on or before the Effective Time and that portion of any Straddle Period ending at the Effective Time.

“Predecessor” means any Person which was merged into the Company or which transferred all or substantially all of its assets to the Company or the liabilities of which otherwise may be imposed on the Company contractually or by operation of Law.

“Prohibited Business” has the meaning set forth in Section 10.5(a).

“Property Taxes” means real, personal, intangible *ad valorem* property Taxes and any amounts paid in lieu of such Taxes pursuant to an agreement.

“Purchase Price” has the meaning set forth in Section 2.1.

“Purchaser” has the meaning set forth in the preamble to this Agreement.

“Purchaser Documents” has the meaning set forth in Section 5.2.

“Purchaser Financial Advisor” has the meaning set forth in Section 5.6.

“Purchaser Indemnified Group” means Purchaser, its Affiliates (including, without limitation, the Company) and each of their respective successors and assigns, shareholders, officers, directors, employees and agents.

“Purchaser Parent” means Star Gas Partners, L.P., a Delaware limited partnership.

“Purchaser Plans” has the meaning set forth in Section 10.1(a)(ii).

“Purchaser Savings Plan” has the meaning set forth in Section 10.1(a)(iii).

“Real Property” means the Owned Real Property and the Leased Real Property.

“Real Property Laws” has the meaning set forth in Section 4.9(f).

“Real Property Leases” means the Contracts by which the Leased Real Property is leased by the Company.

“Real Property Permitted Exceptions” means:

(a) Liens for current Taxes, assessments or other claims by a Governmental Authority not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings; so long as such amounts are reflected as Liabilities on the Closing Statement;

(b) mechanics’, carriers’, workers’, repairers’ and similar Liens arising or incurred in the ordinary course of business that are not material to the Business conducted on any Real Property, so long as Seller remains liable for the satisfaction of such Liens, as provided in Section 7.2 hereof;

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(c) zoning, entitlement and other land use, building and fire, and environmental acts, codes, ordinances, laws, rules, and regulations by Governmental Authorities and all riparian rights of others in and to any creeks, streams or bodies of water, including flowage rights;

(d) rights to minerals of whatever kind and character, including all coal, iron ore, oil, gas, sulfur, methane gas in coal seams, limestone, sand, gravel and other minerals, metals and ores ("Minerals") located on, in or under each parcel of Real Property and all rights, limitations, restrictions and reservations with respect to the mining, extraction, storage, transmission and removal of the Minerals so located;

(e) all existing public and private roads, streets and sidewalks (whether dedicated or undedicated), and all railroad lines and rights-of-way in connection therewith;

(f) encroachments, boundary line disputes, overlaps, gaps, strips and gores, access restrictions on, or lack or absence of access, prescriptive easement or adverse possession claims, persons in possession, shortages in area, drainage, slope, conservation and other easements, cemeteries and burial grounds, and other title or physical property matters (including those which are common to commercial buildings and facilities such as those relating to the Business) that do not materially and adversely affect the Business conducted on any Real Property;

(g) all electric power, telephone, cable, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines, service lines, drains, drainage ditches, culverts, electric power or gas generation or cogeneration, storage or transmission facilities, and all other similar facilities, improvements and structures located on, over or under any real property, and all licenses, easements, rights-of-way and other similar agreements or arrangements relating thereto granted or reserved in the ordinary course of business;

(h) all easements, covenants, rights of access, ingress and egress and rights-of-way and all other matters of record;

(i) any state of facts which a visual inspection or an accurate survey of the Real Property would disclose, provided that such facts do not render title unmarketable;

(j) the grant or lease to, or the exception or reservation of, development, air or water rights by, Persons other than Seller;

(k) any loss or claim that could arise by reason of or in connection with any indefiniteness or uncertainty in the legal descriptions of any Real Property;

(l) any defects in title disclosed in the Title Commitment; and

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(m) all such other imperfections in title, including without limitation, all charges, easements, quasi-easements, licenses, covenants, conditions, declarations, restrictions, Liens and encumbrances.

Notwithstanding the foregoing, the matters referred to in (d), (e), (g), (h), (j), (k) and (m) will only constitute Real Property Permitted Exceptions if they cumulatively do not materially interfere with the present use of, or conduct of the Business on, any parcel of Real Property.

“Real Property Restriction” has the meaning set forth in Section 4.9(f).

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration at, into or onto the environment, including movement or migration through or in the air, soil, surface water or groundwater, whether sudden or non-sudden and whether accidental or non-accidental, or any release, emission or discharge, as those terms are defined in any applicable Environmental Law, in quantities or amounts that trigger a requirement under Environmental Laws to notify a Governmental Authority or to remediate the impacted site or groundwater.

“Remedial Action” means any cleanup or environmental remediation activity addressing Materials of Environmental Concern, including, without limitation, any monitoring and sampling activities related thereto.

“Required Material Consents” has the meaning set forth in Section 8.6.

“Residential Customer” shall mean one, two or three family residences and any other customer that the Company has determined has fuel usage similar to a one, two or three family residence.

“Section 338(h)(10) Election” has the meaning set forth in Section 13.1.

“Seller” has the meaning set forth in the preamble to this Agreement.

“Seller Documents” has the meaning set forth in Section 4.2.

“Seller Financial Advisor” has the meaning set forth in Section 4.21.

“Seller Indemnified Group” means Seller, its Affiliates and each of their respective successors and assigns, shareholders, officers, directors, employees and agents.

“Seller Parent” means CH Energy Group, Inc., a New York corporation.

“Seller Savings Plan” means the Central Hudson Gas & Electric Corporation Savings Incentive Plan, a defined contribution pension plan that is intended to be qualified under the Code for which Central Hudson Gas & Electric Corporation is the sponsor and in which Company Employees participate.

“Shares” has the meaning given that term in Section 1.1.

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“Straddle Period” means any Tax period beginning on or before the Effective Time and ending after the Effective Time.

“Subsidiary” means, with respect to any Person, any other Person of which such Person (either alone or through or together with any other Subsidiary) owns, directly or indirectly, a majority of the outstanding equity securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person.

“Substantial Compliance” means proper use of NFPA Code 58 in the critical areas of: (i) tanks meeting source of ignition compliance, (ii) tanks meeting building opening setback compliance, (iii) demonstration of annual duty to warn compliance, and (iv) demonstration of documentation of leak testing. A failure of Substantial Compliance would be represented by a shortfall in any one of these four critical areas.

“Survey” has the meaning set forth in Section 7.1.

“Tax” or “Taxes” means all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments and obligations to deliver or pay over unclaimed property to any Governmental Authority, including all net income, gross receipts, capital, sales, use, *ad valorem*, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees, assessments and other governmental charges of any kind whatsoever, together with all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority with respect to such amounts.

“Tax Return” means a report, return or other information required to be filed with or supplied to a Governmental Authority with respect to Taxes (including any amendments thereto).

“Territory” has the meaning set forth in Section 10.5(a).

“Third Party Claim” has the meaning set forth in Section 11.3.

“Title Commitment” has the meaning set forth in Section 7.1.

“Title Company” has the meaning set forth in Section 7.1.

“Title Defect” has the meaning set forth in Section 7.2.

“Title Policy” has the meaning set forth in Section 7.3.

“Trade Secrets” means information not openly known to the public, including technology, know-how, confidential information, proprietary processes and formulas, customer lists, technical information, used by the Company in or on behalf of the Business.

“Transfer Taxes” has the meaning set forth in Section 13.12.

“VEBA” has the meaning set forth in Section 4.14(a).

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“WARN” has the meaning set forth in Section 4.13.

“\$” means United States Dollars.

This Agreement is the result of the joint efforts of Purchaser and Seller, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and there is to be no construction against either party based on any presumption of that party’s involvement in the drafting thereof. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders, and the terms “include,” “includes” and “including” shall be inclusive and not exclusive and shall be deemed to be followed by the following phrase “without limitation.” Unless otherwise specified, the terms “hereof,” “herein,” “hereunder,” “herewith” and similar terms refer to this Agreement as a whole (including the schedules and disclosure schedules to this Agreement), and references herein to Sections and Articles refer to sections and articles of this Agreement. Unless the express context otherwise requires, references herein to a specific Section, Schedules or Exhibit shall refer, respectively, to Sections, Schedules or Exhibits of or to this Agreement. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day.

Section 14.2 Entire Agreement. The Schedules and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. To the extent any matter disclosed on any Schedule conflicts with any representation, warranty or covenant of Seller contained in this Agreement, this Agreement shall be deemed amended to include the conflicting information or statement. This Agreement (together with the Schedules, Exhibits and other agreements referenced herein) and the Confidentiality Agreement contain, and are intended as, a complete statement of all of the terms and the arrangements between the parties hereto with respect to the matters provided for herein, and supersede any previous agreements and understandings between the parties hereto with respect to those matters.

Section 14.3 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws.

Section 14.4 Jurisdiction. (a) Seller and Purchaser each irrevocably submits to the jurisdiction of the courts of the Borough of Manhattan in the State of New York or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of New York located therein in connection with any Legal Proceeding arising out of or relating hereto or the transactions contemplated by this Agreement, and hereby irrevocably agrees that all claims in respect of such Legal Proceeding shall be heard and determined in such state or federal court. Seller and Purchaser each hereby irrevocably waives (and agrees not to plead or claim) (i) any objection to the laying of venue in such courts of any Legal Proceeding arising out of or relating hereto or the transactions contemplated hereby, and (ii) the defense of an inconvenient forum to

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the maintenance of such action or proceeding. To the fullest extent permitted by Law, any final and unappealable judgment against either of them in any Legal Proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment. Service of process, summons, notice or document by U.S. registered mail to such person's respective address set forth in Section 14.9 shall be effective service of process for any Legal Proceeding with respect to any matters to which it has submitted to jurisdiction pursuant to this Section 14.4.

(b) To the extent that Purchaser or Seller has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Purchaser and Seller each hereby irrevocably waives such immunity in respect of its obligations hereunder.

Section 14.5 Specific Performance. (a) The parties acknowledge that irreparable damage, for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform their obligations under this Agreement (including failing to take such actions as are required of such party hereunder in order to consummate the transactions contemplated by this Agreement) in accordance with the terms of this Agreement. Accordingly, each party hereto shall be entitled to an injunction, specific performance and other equitable relief, without the posting of any bond, to prevent breaches of this Agreement and to enforce specifically in the courts of the Borough of Manhattan in the State of New York and of the United States of America located in the Southern District of New York the terms and provisions of this Agreement, this being in addition to any other remedy to which such party is entitled at Law or in equity. Neither party to this Agreement shall oppose the granting of an injunction, specific performance or other equitable relief on the basis that (x) the other party has an adequate remedy at Law or (y) an award of specific performance is not an appropriate remedy for any reason at Law or equity.

(b) The seeking of the remedies provided for in Section 14.5(a) shall not in any respect constitute a waiver by any party seeking such remedies of its respective right to seek any other form of relief that may be available to it under this Agreement, including under Section 12.2, in the event that this Agreement has been terminated or in the event that the remedies provided for in Section 14.5(a) are not available or otherwise are not granted. Nothing set forth in this Agreement shall require a party to institute any proceeding for (or limit a party's right to institute any proceeding for) specific performance under Section 14.5(a) prior or as a condition to exercising any termination right under Article 12 (and pursuing damages after such termination), nor shall the commencement of any legal proceeding pursuant to Section 14.5(a) or anything set forth in this Section 14.5(b) restrict or limit a party's right to terminate this Agreement in accordance with the terms of Section 14.5(b) or pursue any other remedies under this Agreement that may be available then or thereafter.

Section 14.6 Waiver of Jury Trial. Purchaser and Seller each hereby waives to the fullest extent permitted by Law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any Purchaser Document or Seller Document or any transaction contemplated hereby or thereby. Each party:

(a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement, by, among other things, the mutual waivers and certifications in this Section 14.6.



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Section 14.7 Expenses. Except as expressly otherwise provided in this Agreement: (i) each of the parties hereto shall bear its own expenses (including fees and disbursements of its counsel, accountants and other experts) incurred by it in connection with the preparation, negotiation, execution, delivery and performance hereof, each of the other documents and instruments executed in connection herewith or contemplated hereby and the consummation of the transactions contemplated hereby and thereby, and (ii) Purchaser shall pay the costs of all reports or inspection, and any other costs, relating to Purchaser's due diligence activities.

Section 14.8 Table of Contents and Headings. The table of contents and section headings hereof are for convenience of reference only and are to be given no effect in the construction, interpretation or effect hereof.

Section 14.9 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or by overnight mail or to the extent receipt is confirmed, facsimile, or five calendar days after being mailed by registered mail, return receipt requested, to a party at the following address (or to such other address as such party may have specified by notice given to the other parties pursuant to this Section 14.8):

If to Seller, to:

Central Hudson Enterprises Corporation  
284 South Avenue  
Poughkeepsie, NY 12601-4839  
Attn: Joseph B. Koczko  
Tel: (845) 452-2000  
Fax: (845) 486-5782

with a copy to:

Thompson Hine LLP 335  
Madison Avenue, 12th Floor  
New York, New York 10017-4611  
Attn: David A. Neuhardt  
Tel: (937) 443-6600  
Fax: (937) 443-6637

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If to Purchaser, to:

Petro Holdings, Inc.  
2187 Atlantic Street  
Stamford, Connecticut 06902  
Attn: Richard Ambury  
Tel: (203) 328-7313  
Fax: (203) 328-7421

with a copy to:

Phillips Nizer LLP  
666 Fifth Avenue  
New York, NY 10103  
Attn: Alan Shapiro, Esq.  
Tel: (212) 977-9700  
Fax: (212) 262-5152

Section 14.10 Severability. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, each of which shall remain in full force and effect.

Section 14.11 Binding Effect; No Third Party Beneficiaries; No Assignment. This Agreement shall be legally binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing herein shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement (except for Indemnified Parties in Article 11). No assignment hereof or of any rights or obligations under this Agreement may be made by any party to this Agreement (by operation of law or otherwise) without the prior written consent of the other party to this Agreement and any attempted assignment without such required consent shall be without effect.

Section 14.12 Amendments. This Agreement may be amended, supplemented or modified only pursuant to a written instrument making specific reference hereto signed by each of the parties hereto.

Section 14.13 Waiver. At any time prior to the Closing Date, the parties may (a) extend the time for the performance of any of the obligations or other acts of the parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (c) waive compliance with any of the agreements or conditions contained herein, to the extent permitted by applicable Law. Any agreement on the part of a party hereto to any such extension or waiver will be valid only if set forth in a writing signed on behalf of such party. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant under this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant under this Agreement or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

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Section 14.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this section.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CENTRAL HUDSON ENTERPRISES CORPORATION

By: \_\_\_\_\_  
Christopher M. Capone  
President and Chief Financial Officer

PETRO HOLDINGS, INC.

By: \_\_\_\_\_  
Steven J. Goldman  
President and Chief Executive Officer

[Signature Page to Stock Purchase Agreement]

## CERTIFICATIONS

I, Steven J. Goldman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Star Gas Partners, L.P. (“Registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) designed such internal controls over financial reporting, or caused such internal controls over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information and;
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: February 5, 2014

/s/ Steven J. Goldman

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**Steven J. Goldman**  
**President and Chief Executive Officer**  
**Star Gas Partners, L.P.**

## CERTIFICATIONS

I, Richard F. Ambury, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Star Gas Partners, L.P. (“Registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrants’ other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) designed such internal controls over financial reporting, or caused such internal controls over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (c) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information and;
  - (d) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: February 5, 2014

/s/ RICHARD F. AMBURY

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**Richard F. Ambury**  
**Chief Financial Officer**  
**Star Gas Partners, L.P.**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Star Gas Partners, L.P. (the "Partnership") on Form 10-Q for the quarterly period ended December 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven J. Goldman, President and Chief Executive Officer of the Partnership, certify to my knowledge pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, following due inquiry, I believe that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Partnership.

A signed original of this written statement required by Section 906 has been provided to Star Gas Partners, L.P. and will be retained by Star Gas Partners, L.P. and furnished to the Securities and Exchange Commission or its staff upon request.

STAR GAS PARTNERS, L.P.  
By: KESTREL HEAT, LLC (General Partner)

Date: February 5, 2014

By: \_\_\_\_\_ /s/ Steven J. Goldman  
**Steven J. Goldman**  
**President and Chief Executive Officer**  
**Star Gas Partners, L.P.**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Star Gas Partners, L.P. (the "Partnership") on Form 10-Q for the quarterly period ended December 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard F. Ambury, Chief Financial Officer of the Partnership, certify to my knowledge pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, following due inquiry, I believe that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Partnership.

A signed original of this written statement required by Section 906 has been provided to Star Gas Partners, L.P. and will be retained by Star Gas Partners, L.P. and furnished to the Securities and Exchange Commission or its staff upon request.

STAR GAS PARTNERS, L.P.  
By: KESTREL HEAT, LLC (General Partner)

Date: February 5, 2014

By: \_\_\_\_\_ /s/ RICHARD F. AMBURY  
**Richard F. Ambury**  
**Chief Financial Officer**  
**Star Gas Partners, L.P.**



