

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported) June 3, 2011**

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

(Exact name of registrant as specified in its charter)

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

**001-14129  
333-103873-01**  
(Commission  
File Number)

**06-1437793  
75-3094991**  
(IRS Employer  
Identification No.)

**2187 Atlantic Street, Stamford, CT**  
(Address of principal executive offices)

**06902**  
(Zip Code)

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

**Not Applicable**  
(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01 Entry into a Material Definitive Agreement**

On June 3, 2011, Petroleum Heat and Power Co., Inc., a Minnesota corporation (“Petro” or the “borrower”), which is a subsidiary of Star Gas Partners, L.P., a Delaware limited partnership (the “Partnership,” “Star,” “we,” “us” or “our”), entered into an amended and restated asset based revolving credit facility agreement (the “amended facility”), under which Petro is the borrower and we are an additional loan party, with a syndicate of banks in which JPMorgan Chase Bank, N.A. is serving as Administrative Agent and Collateral Agent (the “Agent”).

The amended facility provides us with the ability to borrow up to \$250 million (\$300 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. 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 unreasonable withheld. Obligations under the revolving credit facility are guaranteed by us and our subsidiaries and are secured by liens on substantially all of our assets including accounts receivable, inventory, general intangibles, real property, fixtures and equipment. As of the closing date, no borrowings were outstanding and \$46.7 million in letters of credit were outstanding under the amended facility.

Interest accrues on the outstanding principal amount of the revolving credit loans at an annual rate equal to the Adjusted LIBO Rate (as defined in the amended facility) or the Alternate Base Rate (as defined in the amended facility), plus an applicable margin. Interest on each swingline loan is calculated using the Alternate Base Rate.

The amended credit facility imposes certain restrictions on us, including restrictions on our ability to incur additional indebtedness, to pay distributions to our unitholders, to pay inter-company dividends or distributions, make investments, grant liens, sell assets, make acquisitions and engage in certain other activities.

The borrower is obligated to meet certain financial covenants under the amended facility, including the requirement to maintain at all times either excess availability (borrowing base less amounts borrowed and letters of credit issued) of 12.5% of the revolving commitment then in effect or a fixed charge coverage ratio (as defined in the credit agreement) of not less than 1.1 to 1.0. In addition, we must maintain excess availability of at least 17.5% of the revolving commitment then in effect and a fixed charge coverage ratio of 1.15x in order to make any distributions to unitholders. No inter-company dividends or distributions can be made (including those needed to pay interest or principle on the 8.875% senior notes), except to Borrower or a wholly owned subsidiary of Borrower, if the relevant covenant described above has not been met.

All outstanding amounts owed under the amended facility become due and payable no later than the maturity date of June 3, 2016 and are subject to acceleration upon the occurrence of events of default which we considers usual and customary for an agreement of this type, including failure to make payments under the amended facility, non-performance of covenants and obligations or insolvency or bankruptcy (as described in the amended facility).

The foregoing description of the amended facility does not purport to be complete and is qualified in its entirety by reference to the amended and restated revolving credit facility agreement and the amended and restated pledge and security agreement, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth above under Item 1.01 is hereby incorporated by reference into this Item 2.03.

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**Item 9.01(c) Exhibits**

- 10.1 Amended and Restated Revolving Credit Facility Agreement
- 10.2 Amended and Restated Pledge and Security Agreement
- 99.1 Press Release

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Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

STAR GAS PARTNERS, L.P.

By: Kestrel Heat, LLC (General Partner)

By: /s/ Richard F. Ambury

Name: Richard F. Ambury

Title: Chief Financial Officer

Date: June 7, 2011

STAR GAS FINANCE COMPANY

By: /s/ Richard F. Ambury

Name: Richard F. Ambury

Title: Chief Financial Officer

Date: June 7, 2011

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**Exhibit Index**

- 10.1 Amended and Restated Revolving Credit Facility Agreement.
- 10.2 Amended and Restated Pledge and Security Agreement.
- 99.1 Press Release

# J.P.Morgan

\$300,000,000

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of June 3, 2011

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 Syndication Agent and an LC Issuer

and

RBS CITIZENS, N.A.,  
as Documentation Agent

and

KEY BANK NATIONAL ASSOCIATION, PNC BANK, N.A., REGIONS BANK, TD  
BANK, N.A. and WELLS FARGO CAPITAL FINANCE, LLC,  
as Senior Managing 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 Amended and Restated Credit Agreement, dated as of June 3, 2011, 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 syndication agent and as an LC Issuer (the “Syndication Agent”), RBS Citizens, N.A., as documentation agent (the “Documentation Agent”) and Key Bank National Association, PNC Bank, N.A., Regions Bank, TD Bank, N.A. and Wells Fargo Capital Finance, as senior managing agents (each, a “Senior Managing Agent”).

**RECITALS**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 2, 2009 (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 Société Générale and PNC Bank, National Association, 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 \$290,000,000;

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 \$300,000,000 (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 \$400,000,000)), 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.

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“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.

“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 \$300,000,000; provided that, for all purposes of this Agreement (other than the definition of Available Commitment), 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.

“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 0.375% 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, 1.00% per annum and (ii) with respect to Eurodollar Advances, 2.00% per annum; provided that as of the end of the Fiscal Quarter ending two full Fiscal Quarters after the Effective Date 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

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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) \$5,000,000 and (ii) 40% of Eligible Other Inventory, plus

(d) the lesser of

(i) \$50,000,000 and

(ii) the sum of

(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



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(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), (y) Inventory and (z) Accounts, any assets acquired in connection with any Permitted Acquisition shall not be included in the determination of the Borrowing Base. 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 determining the Borrowing Base Reduction Amount to the extent that within twelve months of the receipt thereof they are reinvested pursuant to Section 2.15(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.

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“Capital Expenditures” means, for any period, without duplication, any expenditure or commitment to expend money for any purchase or other acquisition of any asset 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 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.

“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.

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“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 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 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 May 2011 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

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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.

“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 (provided that no greater than \$3,200,000 of such cash contributions in respect of any 2009 Plan year made during the 2010 Fiscal Year shall be included for purposes of this definition), all calculated for the Parent and its Subsidiaries on a consolidated basis. For the purposes of calculating Consolidated Fixed Charges 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 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

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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 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, as determined by the Agent in its Permitted Discretion, 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

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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.

“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.

“Documentation Agent” has the meaning specified in the preamble hereto.

“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;

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(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;

(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;

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(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;

(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



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(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;

(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

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(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 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;

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(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;

(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.

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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 “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

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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 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;

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(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;

(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.

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“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 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 Taxes” means, in the case of each Lender or applicable Lending Installation and the Agent, 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.

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

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

“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 June 3, 2016 or any earlier date on which the Aggregate Commitment is reduced to zero or otherwise terminated pursuant to the terms hereof.

“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 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.



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“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 *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.

“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, regulatory or administrative functions of or pertaining to government.

“Guaranteed Obligations” is defined in Section 15.1.

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“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.

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

“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.

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“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).

“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).

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“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).

“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.

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“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 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,

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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.

“Non-Seasonal Availability Amount” means \$250,000,000; provided that, if the Aggregate Commitment is increased pursuant to Section 2.16 hereof, the Non-Seasonal Availability Amount shall be deemed to be an amount equal to the Non-Seasonal Availability Amount in effect immediately prior to such increase plus the amount of such increase.

“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.

“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

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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).

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

“Parent Subordinated Debt” is defined in Section 6.32.

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

“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.

“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;

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(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 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 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, in accordance with 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;



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(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 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

(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).

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“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.

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

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

“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.

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“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.

“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.

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“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 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 given by the Borrower at least three Business Days, and not more than ten Business Days, prior to the first day of the Seasonal Availability Period, specifying the first day and length of such period (not exceeding five months), provided that the Borrower may not deliver any Seasonal Availability Notice if a Default or Event of Default shall have then occurred and be continuing.

“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.

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“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 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 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.

“Senior Managing Agent” has the meaning specified in the preamble hereto.

“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, 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.

“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

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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 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.

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

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

“Syndication Agent” has the meaning specified in the recitals hereto.

“Taxes” means any and all present or future taxes, duties, levies, imposts, deductions, charges or withholdings, 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), but *excluding* Excluded Taxes and Other Taxes.

“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.

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

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

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“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.

## 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:

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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.

(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



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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; provided further that the LC Obligations in respect of standby Letters of Credit shall not exceed \$50,000,000. 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.

(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

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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 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

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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, 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 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

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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.

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

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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 \$15,000,000 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),

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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 2.1.2 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.

(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

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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.

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.



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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 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

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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.

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)(i), 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

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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 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

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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.

**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 \$400,000,000, (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.

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(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) 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.

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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 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



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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 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.

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(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 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

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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 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;

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(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.

(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

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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 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

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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 Installation 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 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,

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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 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

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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.

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.



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### 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 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) 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 shall make such deductions, (c) the Borrower 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 or documentary 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 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 Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed on amounts payable under this 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 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 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 the full amount of any Taxes attributable to such Lender that are payable or paid by the Agent, and 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.

(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

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after the date of this Agreement, (i) deliver to 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) of the Internal Revenue Code, does not hold a ten percent (10%) interest in the capital or profits of the Borrower within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code, and is not a controlled foreign corporation related to the Borrower within the meaning of Section 864(d)(4) of the Internal Revenue Code and (ii) deliver to 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

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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.

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 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 2015 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.

(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).

(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, 2010.

(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 June 15, 2011.

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

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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 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 (i) audited consolidated financial statements of the Parent and its Subsidiaries for the period ended September 30, 2010 and (ii) the unaudited consolidated financial statements of the Parent and its Subsidiaries for the quarters ended December 31, 2010 and March 31, 2011 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, 2010, 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.



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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.

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.

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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 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.

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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 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.

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(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.

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.

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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.

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.

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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

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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.

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## 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:

(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, 2011), 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



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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;

(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 17.5% 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 17.5% 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;

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(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

(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 17.5% 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;

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(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.

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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 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

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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;

(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;

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(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

(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, assessments and governmental charges and levies 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.

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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 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 mortgagee 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.

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(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 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.



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(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 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 17.5% 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.

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6.11. Appraisals. Whenever a Default or Unmatured Default exists or Availability is less than 17.5% 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 (or, in the case of the real Property located at 170 White Street, Danbury, Connecticut, a Mortgage);

(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 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 (or, in the case of the real Property located at 170 White Street, Danbury, Connecticut, a mortgagee’s title insurance policy (or policies) or marked up unconditional binder for such insurance);

(iii) evidence that the Borrower has paid all premiums in respect of the endorsement to the existing title policy (or, in the case of the real Property located at 170 White Street, Danbury, Connecticut, the mortgagee’s title insurance policy (or policies) or marked up unconditional binder for such insurance) 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;

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(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 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.

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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 17.5% 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 17.5% 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;

(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;

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(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, (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

(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

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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 \$10,000,000; 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;

(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

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(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; and

(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



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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.

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;

(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;

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(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 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.

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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.

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6.25. Prepayment of Indebtedness: Subordinated Indebtedness.

(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 17.5% 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 17.5% 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, in excess of \$7,500,000 for Capital Expenditures during any Fiscal Year in the aggregate for the Parent and its Subsidiaries; *provided however*, that the amount of permitted Capital Expenditures will be increased in any Fiscal Year by the amount, if positive, equal to 50% of the difference between the Capital Expenditures limit specified above *minus* the actual amount of any Capital Expenditures expended 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.

6.32. 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) and (y) incur Indebtedness that is subordinated to the Obligations on terms satisfactory to the Agent in its Permitted Discretion ("Parent Subordinated Debt"); *provided further that*, in the case of clause (y) above, (i) the Net Cash Proceeds of such Parent Subordinated Debt are contributed to Petro as a common equity contribution and (ii) the Parent has provided the Agent with all documents evidencing such Parent Subordinated Debt at least 5 Business Days prior to the issuance or incurrence thereof.

6.33. 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

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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

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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 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;

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(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.



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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 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

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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.

(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.

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(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;

(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.

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(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, 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.

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## 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 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,

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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 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.

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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. 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.

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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.



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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 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

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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 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.

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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 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.

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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 or removal, 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

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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 Agent hereunder. If the Agent has resigned or been removed 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 or removed Agent. Upon the effectiveness of the resignation or removal of the Agent, the resigning or removed Agent shall be discharged from its duties and obligations hereunder and under the Loan Documents. After the effectiveness of the resignation or removal 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

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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, entered into by such Loan Party pursuant to Section 6.17(c), or (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. 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.

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(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, Documentation Agent, Syndication Agent, etc. Neither any of the Lenders identified in this Agreement as a "co-agent" nor any Documentation Agent, Syndication Agent or Senior Managing 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.

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## 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 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.

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



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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 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

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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, 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.

### 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 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

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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 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 Participant, any forms will be provided directly to the transferor Lender rather than the Borrower.

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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.

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## 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 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 (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.

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(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, 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

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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 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 is required by law to deduct any Taxes from or in respect of any sum payable to the Lenders under this Guaranty, (a) 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,



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(b) the Guarantors 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 Lender 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 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

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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.

## 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 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

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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.

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[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: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Amended and Restated Credit Agreement]*

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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

**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]*



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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

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RBS CITIZENS, N.A.,  
as Documentation Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

KEY BANK NATIONAL ASSOCIATION,  
as Senior Managing Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

PNC BANK, N.A.,  
as Senior Managing Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

REGIONS BANK,  
as Senior Managing Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

TD BANK, N.A.,  
as Senior Managing Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

WELLS FARCO CAPITAL FINANCE, LLC,  
as Senior Managing Agent and Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

CITIBANK, N.A.,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*



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HARRIS BANK,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

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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RB INTERNATIONAL FINANCE (USA) LLC,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

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SG AMERICAS SECURITIES, LLC,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

---

SOVEREIGN BANK,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE ADDRESS:**

[  
Attention:  
Telephone:  
Facsimile: ]

*[Signature Page to Amended and Restated Credit Agreement]*

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WEBSTER BANK, N.A.,  
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 Amended and Restated Credit Agreement dated as of June [3], 2011 (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 syndication agent and as an LC Issuer, and RBS Citizens, N.A., as documentation agent. 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 Amended and Restated Credit Agreement dated as of June [3], 2011 (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 syndication agent and as an LC Issuer, and RBS Citizens, N.A., as documentation agent. 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 Amended and Restated Credit Agreement dated as of June [3], 2011 (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: \_\_\_\_\_

<sup>1</sup> STB confirming whether any Lenders will want a Note.

SCHEDULE OF LOANS AND PAYMENTS OF PRINCIPAL  
TO  
NOTE OF PETROLEUM HEAT AND POWER CO., INC.  
DATED \_\_\_\_\_, 201\_\_

Date	Principal Amount of Loan	Maturity of Interest Period	Principal Amount Paid	Unpaid Balance

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 Amended and Restated Credit Agreement dated as of June [3], 2011 (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 syndication agent and as an LC Issuer, and RBS Citizens, N.A., as documentation agent. 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.

<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 Borrowing Base Certificate for the Fiscal Month ended December 31, 2011.

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 Amended and Restated Credit Agreement, dated as of June [3], 2011, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit F

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]:]
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 June [3], 2011 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>2</sup> Select as applicable.

6. Assigned Interest:

<u>Facility Assigned<sup>3</sup></u>	<u>Aggregate Amount of Commitment/Loans for all Lenders</u>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans<sup>4</sup></u>
	\$	\$	%
	\$	\$	%
	\$	\$	%

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>3</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>4</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders.

---

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:]

<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.

Amended and Restated Credit Agreement, dated as of June [3], 2011, 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.

---

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.

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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>\$300,000</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 Amended and Restated Credit Agreement dated as of June, 2011, 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.

Petroleum Heat and Power Co., Inc.

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

\* Borrowing Base Certificate to be accompanied by the documentation outlined in Section 6 of the Credit Agreement\*

---

**SCHEDULES TO THE AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF JUNE XX, 2011**

**Schedule I Commitments -**

JPM TO PROVIDE

**Schedule 1.1A Existing Letters of Credit****Petroleum Heat and  
Power Co., Inc.  
Letters of Credit****Facility B**

	<u>Payee</u>	<u>LC Purpose</u>	<u>Amount</u>	<u>Expiration date</u>	<u>L/C #</u>	<u>Issuing bank</u>
1	Capital Distributors		393,000	12/8/2011	68036288	BOA
2	Insurance Company of North America	Bonds	1,849,000	1/10/2012	T-619145	JP Morgan
3*	National Union Fire Ins	Meenan workers comp	200,000	4/28/2012	S565157	BOA
4	Hartford Fire Insurance	Meenan workers comp	100,000	4/1/2012	S569563	BOA
5*	Insurance Company of North America	Meenan workers comp	545,045	4/1/2012	S569564	BOA
6	National Union Fire Ins	Meenan Bonds	50,000	3/31/2012	S569565	BOA
7*	Pacific Employers Ins Comp	Meenan workers comp	418,000	4/17/2012	S569566	BOA
8	Royal Indemnity Co	Meenan workers comp	277,000	6/30/2011	S568348	BOA
9	AIG	Worker's Comp	22,807,199	4/28/2012	S565903	BOA
		Auto	9,448,513			
10*	Travelers Indemnity Co	Meenan workers comp	853,000	4/1/2012	S568277	BOA
11*	Reliance Insurance Co	Meenan workers comp	333,804	8/13/2011	S566545	BOA
12	Federated Mutual Insurance		275,000	6/4/2011	S570776	BOA
13	United States Fire Insurance	Workers comp – Auto	7,000,000	2/1/2012	S565154	BOA
14^	Zurich American Ins. Co.		1,900,000	4/23/2012	68050094	BOA

**Total Facility B****\$46,449,561**

All LC's except Capital and Greenwich are evergreen and renew unless notice provided

Capital Distributors requires New York  
Bank  
\* On Behalf of Meenan Oil Corporation  
^ OnBehalf of Champion Energy

**Facility A**

	Payee	LC Purpose	Amount	Expiration date	L/C #	Issuing bank
1	BP Products North America Inc.	Oil Vendor	\$ 1	6/30/2011	68026183	BOA
2	Amerada Hess Corporation	Oil Vendor	1	6/30/2011	S574739	BOA
3	Gulf	Oil Vendor	1	9/30/2011	S657944	BOA
4	MSCG	Oil Vendor	1	6/30/2011	68026289	BOA
5	Sempra	Oil Vendor	1	6/30/2011	68026181	BOA
6	Sunoco	Oil Vendor	1	6/30/2011	S657876	BOA
7	Cargill	Oil Vendor	1	6/30/2011	68026288	BOA
8	NIC	Oil Vendor	1	6/30/2011	68026290	BOA
9	State of New Jersey	Corporate Business Tax Liability for TG&E	276,707	11/25/2011	68026292	BOA
10	Sprague	Oil Vendor	1	6/30/2011	68026296	BOA
<b>Total Facility A</b>			<b>\$ 276,716</b>			

**Transactional**

	Payee	LC Purpose	Amount	Expiration date	L/C #	Issuing bank
1	Conoco Phillips	Oil Vendor	\$ 1	6/30/2011		BOA
2	Glencore	Oil Vendor	1	6/30/2011	68026295	BOA
3	Hess Energy Trading	Oil Vendor	1	6/30/2011	68026184	BOA
4	Mieco	Oil Vendor	1	6/30/2011	68026294	BOA
5	Vitol, Inc	Oil Vendor	1	6/30/2011	68026619	BOA
6	Statoil Marketing	Oil Vendor	1	6/30/2011	68026618	BOA
<b>Total Transactional</b>			<b>\$ 6</b>			
<b>Total Petro</b>			<b>\$46,726,283</b>			

**Schedule 1.1B Eligible Carriers**

<u>Company</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Principle/Contact</u>	<u>Telephone</u>
<b>Truckers List (including Owner/Operators)</b>						
Richard T. Layton	19 Danbury Rd.	New Milford	CT	06776	Rich Layton	860.354.4888
C.W. White and Sons	1 Evans Road	Rocky Hill	CT	06067	C.W. White	860.529.7246
James Bittar	55 Birchwood Rd.	Monroe	CT	06468	James Bittar	203.261.4632
Robert Pote	7 Sherman Place	Norwalk	CT	06851	Robert Pote	203.216.0521
Stephen Cenatiempo	2 Assisi Way	Norwalk	CT	06850	Stephen Cenatiempo	203.847.9175
Jeffrey E. McSherry	42 Beebrook Road	Washington Depot	CT	06794		203-770-2294
Murphy Transport	PO Box 3	Greensboro	MD	21639	Guy Murphy	410-482-6265
Hahn Transportation	PO Box 8	New Market	MD	21774	Barbara Windsor	301.865.5467
Carroll Independent Fuels	2700 Loch Raven Road	Baltimore	MD	21218	Vickie Jamack	410-261-5314
Carroll Fuel Service	6401 Chemical Road	Baltimore	MD	21226	David Greenbeck	410-261-5328
Petro Express Company	1836 Chesapeake Ave	Baltimore	MD	21226	Andrea Zepp	410-355-3849
Wisnewski Trucking Corp.	88 Morris Turnpike	Randolph	NJ	07869	Frank Wisnewski	973.366.6464
JA Bums Trucking	1081 Rt. 173 W	Asbury	NJ	08802	James A. Burns	908.735.9246
Papco, LLC	1709 S. Burlington Road	Bridgeton	NJ	08302		856.455.9450
Frank Farrell Trucking	209 Buttemut Rd	Califon	NJ	07830	Frank Farrell	908.832.7340
Robinson Transport Co.	1463 Lamerton Road	Trenton	NJ	08611	Jerry Robinson	609-392-8511
Alternative Fuel / Prospect	583 Industrial Road,	Carlstadt	NJ	07072	Jack McNamara	201-933-9999
SGW Fuel Delivery LLC	353 Churchill Ave.	Trenton	NJ	08610	Scott White	609.888.1694
Richard Ball LLC	366 Morris Ave	Trenton	NJ	08611	Richard Ball	609.394.6846
AMB Oil LLC	71 Peter Rafferty Dr.	Hamilton Square	NJ	08690	Anthony Brenna	609.586.7073
Lee Transport	228 Garden Rd	Elmer	NJ	08318		856.358.7555
C.R. Wines Trucking Co.	3191 Bordentown Ave.	Parlin	NJ	08859		732.727.2431
Vaughan Heating And AC	121 Barret Ave.	Magnolia	NJ	08049		856-627-0303
Bruno's Trucking Inc.	325 Willow Way	Clark	NJ	07066	Anthony Bruno	732.936.9083
Styp's Trucking, LLC	525 Maple Ave.	Linden	NJ	07036	Steve Stypulskonski	908-463-2819
R Collins Trucking Co	2 Dubois Rd.	Belle Mead	NJ	08844	Rick Collins	908.359.1364

**Schedule 1.1b Eligible Carriers**

<u>Company</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Principle/Contact</u>	<u>Telephone</u>
David Jones	31 Princeton Rd.	Elizabeth	NJ	07208	David Jones	908.955.5262
R. Bruno Trucking	2082 Hilltop Road	Scotch Plains	NJ	07076	Robert Bruno	908.654.6130
T Caldwell Fuel Dist	100 Kenilworth Blvd.	Cranford	NJ	07016	Tom Caldwell	908.276.5313
TDC Trucking Inc	26 Mott PL	Spotswood	NJ	08884	Tom Czech	732.251.7606
R&R Transport	344 Rt. 46	Rockaway	NJ	07866	Semoyer Rosenfarb	973.583.4501
S.I.B. Trucking LLC	295-4d Gemini Drive	Hillsborough	NJ	08844	Scott Weinstock	908-581-9621
New Horizon Fuel, LLC	2114 Ludlow St.	Rahway	NJ	07065	Kevin Senger	201-376-9590
JMF fuel	2251 Winfield Street	Rahway	NJ	07065	John Forys	908-358-4444
Carmel Terminals (Durkin)	120 Fields Lane	Brewster	NY	10509		845-279-8060
Newdel Express Co., Inc.	23 Station Rd.	Bellport	NY	11713	Robert Lyons	516.807.2825
Hart Trucking Corporation	1900 Plaza Ave.	New Hyde Park	NY	11040	Raymond Hart	516.352.4245
Anchor Tank Lines	19-01 Steinway St.	Astoria	NY	11105		800.635.3835
All Aboard Transport, Inc.	8 Kit Court	Monroe	NY	10950	David Board	845-782-4727
LP Transportation Inc.	PO Box 489	Chester	NY	10918	Andrew Palmer	845.469.2188
James A. Turner, Inc.	3469 Bethlehem Pike	Souderton	PA	18964	James A. Turner	215.723.6250
Torres dale Fuel Co., Inc.	188 State Road	Bensalem	PA	19020	Paul Ross Bauer	215.639.0160
BRT, Inc. (Buck Run Transportation)	813 North Doctorial Trail	Parkesburg	PA	19365		888.282.5786
Quest Transport LLC	924 3rd Ave	Duncansville	PA	16635	Christopher Gibson	814-695-3100
Off Shore Express	65 Pershing Ave.	Wakefield	RI	02879		401-641-4587
WLIT, Inc.	1080 Kingstown Road	Peace Dale	RI	02879	Kevin Guerilla	401-789-9000
<b>Barging Companies</b>						
Buckeye Pipe Line Company	5002 Buckeye Rd.	Emmaus	PA	18049	Eric Moyer	484-232-4337
Bouchard Transportation Co, Inc.	58 South Service Rd. Suite 150	Melville	NY	11747	Morton Bouchard, III	516-681-4900
K-Sea Transportation Inc.	3245 Richmond Terrace	Staten Island	NY	10303	Richard Pitner	718-720-7207

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**Schedule 1.1b Eligible Carriers**

<u>Company</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>	<u>Principle/Contact</u>	<u>Telephone</u>
Reinauer Transportation Companies	1983 Richmond Terrace	Staten Island	NY	10302	Craig Reinauer	718-816-8167
Greater NY Marine	12 Dumbarton Drive	Huntington	NY	11743	Linda Merrow	631-760-2020
Poling Cutler	18 Breckenridge Court	Freehold	NJ	07728	Rick Erzats	732-780-7882
Gellatly & Criscione Services Corp	2109 Herbertsville Road	Point Pleasant	NJ	08742	Mario Criscione	732-295-5900
Vane Brothers Company	2100 Frankfurst Ave	Baltimore	MD	21226		410-631-5096
Marine Environmental Transportation, LLC	1203 Polans Court	Forked River	NJ	08731	Chris Charles	609-971-1818

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**Schedule 5.8 - Litigation and Contingent Obligations**

None



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**Schedule 5.9 Capitalization and Subsidiaries****Schedule 5.9 (a), (b) and (d)**

<u>LEGAL NAME</u>	<u>TAX ID</u>	<u>ORG. ID</u>	<u>CHIEF EXECUTIVE OFFICE</u>	<u>TYPE OF ENTITY</u>
A.P. Woodson Company	06-1059668	820555	2187 Atlantic Street Stamford, CT 06902	corporation
CFS LLC	27-4460830	3997603	2187 Atlantic Street Stamford, CT 06902	Limited liability company
Columbia Petroleum Transportation, LLC	25-1859437	3176183	2187 Atlantic Street Stamford, CT 06902	Limited liability company
Marex Corporation	52-1224796	D-01242627	2187 Atlantic Street Stamford, CT 06902	corporation
Meenan Holdings of New York, Inc.	75-3094989	N/A in NY state	2187 Atlantic Street Stamford, CT 06902	corporation
Meenan Oil Co., Inc.	13-5581656	781936	2187 Atlantic Street Stamford, CT 06902	corporation
Meenan Oil Co., L.P.	11-3083408	2278852	2187 Atlantic Street Stamford, CT 06902	Limited partnership
Minnwhale LLC	20-8048384	N/A in NY state	2187 Atlantic Street Stamford, CT 06902	Limited liability company
Ortep of Pennsylvania, Inc.	23-2319071	830187	2187 Atlantic Street Stamford, CT 06902	corporation
Petro Holdings, Inc.	06-1538741	10J-870	2187 Atlantic Street Stamford, CT 06902	corporation
Petro, Inc.	74-1810078	808113	2187 Atlantic Street Stamford, CT 06902	corporation
Petro Plumbing Corporation	22-3802212	100839703	2187 Atlantic Street Stamford, CT 06902	corporation
Petroleum Heat and Power Co., Inc.	06-1183025	5I-939	2187 Atlantic Street Stamford, CT 06902	corporation

RegionOil Plumbing, Heating and Cooling Co., Inc.	22-2974742	100388793	2187 Atlantic Street Stamford, CT 06902	corporation
Richland Partners, LLC	25-1881489	2990194	2187 Atlantic Street Stamford, CT 06902	Limited liability company
Star Gas Finance Company	75-3094991	3614714	2187 Atlantic Street Stamford, CT 06902	corporation
Star Gas Partners, L.P.	06-1437793	2544224	2187 Atlantic Street Stamford, CT 06902	Limited partnership
Star Acquisitions	06-1538742	10M-613	2187 Atlantic Street Stamford, CT 06902	corporation
TG&E Service Company, Inc.	65-0952963	P99000086006	2187 Atlantic Street Stamford, CT 06902	corporation
Champion Oil Company [1]	06-1078186	0138412	2187 Atlantic Street Stamford, CT 06902	corporation
Champion Energy Corporation [1]	06-1156651	2079601	2187 Atlantic Street Stamford, CT 06902	corporation
C. Hoffberger Company [1]	52-1437108	D02062974	2187 Atlantic Street Stamford, CT 06902	corporation
Hoffman Fuel Company of Bridgeport [1]	06-1156650	2080827	2187 Atlantic Street Stamford, CT 06902	corporation
Hoffman Fuel Company of Danbury [1]	06-1156647	2080828	2187 Atlantic Street Stamford, CT 06902	corporation
Hoffman Fuel Company of Stamford [1]	06-1156649	2080821	2187 Atlantic Street Stamford, CT 06902	corporation
J.J. Skelton Oil Company [1]	23-2387742	902189	2187 Atlantic Street Stamford, CT 06902	corporation
Lewis Oil Company [1]	11-2780728	N/A in NY state	2187 Atlantic Street Stamford, CT 06902	corporation
Rye Fuel Company [1]	06-1156653	2080829	2187 Atlantic Street Stamford, CT 06902	corporation

[1] Former address for these entities within the last five years was

1 Radisson Plaza  
New Rochelle, NY 10801

**Schedule 5.9(c)**

<u>Issuer</u>	<u>issued in the name of</u>	<u>Ownership Interest</u>
A.P. Woodson Company	Petro Inc.	100 shares of Common Stock, no par value; 100% ownership interest
CFS LLC	Richland Partners, LLC	100% Membership Interest
Champion Oil Company	Champion Energy Corporation	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Champion Energy Corporation	Petro Holdings, Inc.	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
C. Hoffberger Company	Champion Energy Corporation	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Columbia Petroleum Transportation, LLC	Richland Partners, LLC	100% Membership Interest
Hoffman Fuel Company of Bridgeport	Champion Energy Corporation	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Hoffman Fuel Company of Danbury	Champion Energy Corporation	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Hoffman Fuel Company of Stamford	Champion Energy Corporation	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
J.J. Skelton Oil Company	Champion Energy Corporation	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Lewis Oil Company	Champion Energy Corporation	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Marex Corporation	Petro, Inc.	100 shares of Common Stock, no par value; 100% ownership interest
Meenan Holdings of New York, Inc.	Meenan Oil Co., Inc.	100 shares of Common Stock, no par value; 100% ownership interest
Meenan Oil Co., Inc.	Petro Holdings, Inc.	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. 2) Meenan Holdings of New York, Inc.	1) 75.069236% Limited Partnership Interest 2) 24.930764% Limited Partnership Interest

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Minnwhale LLC	Petro, Inc.	100% Membership Interest
Ortep of Pennsylvania, Inc.	Petroleum Heat & Power Co., Inc.	200 shares of Common Stock, no par value; 100% ownership interest
Petro Plumbing Corporation	Petroleum Heat & Power Co., Inc.	90 shares of Common Stock, \$0.01 par value; 90% ownership interest
Petro Inc.	Petroleum Heat & Power Co., Inc.	950 shares of Common Stock, no par value; 100% ownership interest
Petroleum Heat and Power Co., Inc.	Petro Holdings, Inc.	26,452,270 shares of Common Stock, par value \$0.10 per share; 100% ownership interest
Petro Holdings, Inc.	Star Acquisitions, Inc.	100 shares of Common Stock, par value \$0.10 per share; 100% ownership interest
RegionOil Plumbing, Heating and Cooling Co., Inc.	Meenan Oil Co., L.P.	90 shares of Common Stock, no par value; 90% ownership interest
Richland Partners, LLC	Ortep of Pennsylvania, Inc.	100% Membership Interest
Rye Fuel Company	Champion Energy Corporation	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Star Gas Finance Company	Star Gas Partners, L.P.	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
Star Gas Partners, L.P.	1) Kestrel Heat, LLC 2) Public	1) 324,100 general partner units representing general partnership interests 2) limited partnership units publicly traded
Star Acquisitions, Inc.	Star Gas Partners, L.P.	100 shares of Common Stock, \$0.01 par value; 100% ownership interest

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**Schedule 5.12 Names: Prior Transactions**

Maxwhale Corp. Merged into Petroleum Heat & Power Co., Inc. 12/31/2006. Assets contributed by PH&P to Petro, Inc. and by Petro Inc. into Minnwhale LLC, a new Limited Liability Corporation

**Existing Entities and Trade Names:**

<u>GRANTOR</u>	<u>TRADE NAME, DIVISION NAME, ETC.</u>
A.P. Woodson Company	Petro, Robert Shreve Fuel Company, T.W. Perry, Perry Oil
Columbia Petroleum Transportation, LLC	None
CFS LLC	None
Marex Corporation	Petro
Minnwhale LLC	Whaleco, Whale Oil, Campbell & Pratt Oil Company, The Boiler Room, Contex Fuel Company, Cibro of the Bronx, Bergen, Heightstown, Petro, Fuel Oil, McConnell Fuel, Inc., Acme McConnell Fuel, McConnell Oil, Garden State Fuel Oil, Retting Fuel Oil, Retting Coal Co., Inc., Retting Oil, Long Branch Ice & Fuel, Slocum Fuel, Long Branch Ice & Fuel Company, Inc., Slocum Long Beach Fuel Company, Home Fuel Oil Company of Englewood, Franklin, Franklin Petroleum Corp., Franklin Fuel, McDowells, Magullian Fuel, Sipco, Retting, Whaleco, Belco Fuel Oil, Acme Oil, Smith Bros. Fuel, Four Points, Way's Heating & Cooling
Meenan Holdings Of New York, Inc.	None
Meenan Oil Co., Inc.	None
Meenan Oil Co., L.P.	209 Discount Oil, ABC Oil, Atomic Fuel Oil, Ayers & Seeley Oil, Bartram Fuel Oil, Bell Fuel, Big Saver, Bison Fuel, Borden-Van Alen, Budd Oil Company, Burke Fuel, Burke Fuel & Heating Co., Inc., Burke Heat, Butler Oil, C.G. Sweigart Oil Company, C. Kappers & Son or Kappers & Son, C.O.D. Oil, Campbell Oil, Cash Oil, Certified Petroleum, Christy Halsey Oil, COD.Com, CODOLL.Com, Crown Fuel Co., DeSilva Fuel, Dickman Sargeant Oil, Discount Oil, Effron Fuel Oil Co., Eggert Oil Company, Elias Fuel Oil Co., F.P. Young Co., Heatwell Oil Company, HECO Gas/C. Kappers & Son, Home Comfort Fuel Oil, Hudson Valley Petroleum, Joe's Fuel, Johnson Oil, K&S Fuel, Kappers & Son/Bridgeville, Kirk's Fuel, Kunkel Oil Co., Lakeland-Merit-Armstrong, Lawrence Oil, LMA Inc., Love Oil Company, Love/Durkin Fuel, Love/Effron, Marine Oil Co., Maue Oil Company, Maxwell-Canby Fuel Oil, Mayberry Fuel Service, McNulty Oil, Meenan, Meenan Oil, Meenan Oil Co., Meenan Oil Company, Meenan Security Services, "Meenan Security Services, a Division of Region Oil," "Meenan Security Services, a Division of Budd Oil Company," Meenan-North, Need Oil, Oil Direct, Peppelmen Oil, Petrolube, Quality Heating, Region Oil, Riverside Oil, Ruggieri & Sons, Sav-on/Liebert Fuel Oil, The SICO Company, SICO Home Comfort, Shoreham Oil Service, Smith Oil, Springfield Oil, Stop Oil, Sussex County Oil, Sussex/Morris Fuel, Valley Fuel Oil, Wallace Oil Company, Young Supply Co., Zongora Fuel, Verplanck Fuel, Premium Petroleum, Buchanan Petroleum, Carpenter and Smith, Four Points
Meenan Oil Co., L.P. cont'd	
Ortep of Pennsylvania, Inc.	Sinkler, Alderfer Heating & Fuel, Good Service Company, Petro Home Services
Petro Holdings, Inc.	Petro Charles L. Booth, Petro West Bay Electric, Colonial, Radiant Fuel, Fiorillo Fuel, Lorraine Oil, Erickson Oil Company, Wood's Heating, Atlas/Glenmor, Waltham Fuel, Coventry, Buckley Heating and Cooling

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Petro, Inc.	A-One Oil, Bacu Fuel, Petro, Kavanaugh Oil Company, Flynn Brothers, George Bergold, Ledwith, Tuthill Magee Oil Company, Universal Oil Company-Division of Commander Petro, Hufco Oil Company, Baylis & Baylis, Giffords Energy, Reliance/Ritel, Reliance Fuel Associates, Reliance Fuel Oil Associates, Reliance Associates, Reliance/Ritel, Ryan Oil, Garrison Fuel, Garrison Oil, Garrison Fuel Oil of Long Island, Sail Oil, Seaman Fuel, Shore Fuel Oil, Southhampton Coal and Fuel, Sherman Oil, Tuthill Magee Oil Company, P.H. Dietz, Millbrook Fuel Oil, George Bergold, Kasden Elm City Fuel, Home Oil, Colonial Fuel, Ronlin Fuel, Gordon Fuel Oil, Park Avenue Fuel, Rella, Greco Brothers, V. Savino, Rose Fuel, Bayside Fuel Oil, Sy Luba, Genovese Industries, Oil Burner Utilities Co., Southampton Oil, Hardy Oil, Hardy Plumbing, Heating & Air Conditioning, New Age Fuel Oil, Lyons Fuel Oil, G&S Fuel, Patterson Fule, Consumers Energy Group, Vijax, Patterson Energy Group, Berkoski Oil, Berkoski Security, Combind Oil, Petro Plumbing, Petro Propane
Petroleum Heat and Power Co., Inc.	Petro Home Services, Petro, Paschoal Bros., Jamestown Fuel, Tanner Oil, Reliable Fuel Co., Reliable Oil Co., Newport Oil Corp., Economy Oil, Wakefield Branch Oil, Hy-Test Oil Co., Dexter Bros. Fuel, Leary Oil,
RegionOil Plumbing, Heating and Cooling Co., Inc.	Budd Oil Company
Richland Partners, LLC	Patriot Hauling, Patriot Water, Patriot Oil, Patriot Propane, Dampman-Sturges Oil, Speedway Oil, Tanner Home & Energy, Tanner Oil Company
Star Gas Partners, L.P.	none
Champion Oil Company	none
Champion Energy Corporation	none
C. Hoffberger Company	Eastern Petroleum, Fuelman
Hoffman Fuel Company of Bridgeport	Chickos Oil
Hoffman Fuel Company of Danbury	Haller Stowe, Shelly Fuel, Mahopac Oil
Hoffman Fuel Company of Stamford	
J.J. Skelton Oil Company	Hancock Oil
Lewis Oil Company	Bellmore Fuel, Kurz Oil, Marine Park, Sterling-Coastal Fuel, Vico, Lewis Air Conditioning, Champion Energy Air Conditioning, F&R Fuel, RCF Fuel, A&S Fuel
Rye Fuel Company	Fuel Express, Goddwin Oil, Northern Comfort

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**Schedule 5.14 Material Agreements**

1. Credit Agreement, dated as of July 2, 2009, among Petroleum Heat and Power Co., Inc., the other Loan Parties, the Lenders from time to time a party thereto and JPMorgan Chase Bank, N.A., a national banking association, as an LC ISSUER and as the Agent, Bank of America, N.A. as syndication agent and as an LC Issuer and RBS Citizens, N.A. as documentation agent, as amended.
2. Indenture, dated as of November 16, 2010, among the Parent, Star Gas Finance Company and Union Bank of California, N.A., as trustee.
3. Amended and Restated Unit Purchase Rights Agreement dated as of July 20, 2006 between Star Gas Partners, L.P., and American Stock Transfer & Trust Company, as amended.
4. Interest Purchase Agreement dated November 18, 2004 for the sale of propane operations.

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**Schedule 5.16 Ownership of Properties**

None



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### **Schedule 5.18 Environmental Matters**

#### **Petro Holdings, Inc. (“Petro”) and its Subsidiaries’ Remediations:**

##### **Lincoln Avenue (Winchendon, MA)**

Former Star Gas Propane, L.P. site (1/4 Acre) with groundwater contamination. Currently operating under a Class C RAO- Temporary Solution. No immediate closure prospects exist here due to the contaminant levels and the subsurface bedrock geology. A passive NAPL recovery system has been installed and the property is on a quarterly Operations & Maintenance (O&M) schedule. Costs of \$5,000 to \$6,000 per year are anticipated while this continues.

##### **School Street (Winchendon, MA)**

Former Star Gas Propane L.P. site with contamination in soils and groundwater which impinges on adjacent wetland. Currently classified Tier IA by MADEP. Phase III RAP work plan recently completed with excavated soils currently undergoing ex-situ land farm remediation. Minimal O&M costs are expected in subsequent years as well as quarterly groundwater monitoring.

##### **Clinton, MA (Jems)**

Former Star Gas Propane, L.P. site at which Petro has entered into an agreement with JEMS Inc. to cover 30 % of remediation costs. Currently, there is a pump & treat system installed to recover hydrocarbon contamination. Negotiations for settlement and Star Gas exit from remediation are underway. An adjacent site (678 Main St.—Tier II) is also contaminated and Petro alone is the responsible party.

##### **Princeton, NJ**

Current operating site of Petro-Princeton. Major cleanup accomplished in past, but several problem areas remain on this complex geological site. Groundwater monitoring continues. Preliminary results show that attenuation has been effective in lowering contaminant levels. The company has opted into the New Jersey LSRP program to complete the characterization of the site and intends to place additional monitoring wells on the site to complete characterization. Upon sampling results a final RACR will be developed.

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**Champion Energy Corporation and its subsidiary companies:**

**Hoffman Fuel Company**  
**156 East Washington Avenue**  
**Bridgeport, Connecticut**  
**REM ID NO. 9797**

The Hoffman Fuel Company property has historically been utilized and is currently utilized as a bulk petroleum storage and distribution facility. Since the property meets the definition of an "Establishment" as defined by Section 22e-134e of the Connecticut General Statutes, Form III Property Transfer filings were submitted to the Connecticut Department of Environmental Protection (CTDEP) following the sale of the property in June 1993, November 2004, and May 2010. Amongst other administrative requirements, an environmental Condition Assessment Form was completed which identified potential environmental areas of concern based upon data obtained during the completion of Phase I and Phase II Environmental Site Assessments (ESA) completed at the property in April 1994 and May 2005. Pursuant to CTDEP correspondence dated June 2010, the CTDEP delegated oversight of the investigation and remediation of the property to a Licensed Environmental Professional (LEP).

The Phase I and Phase II ESAs identified a total of seventeen (17) areas of concern (AOCs) at the property. Specifically, concentrations of specific petroleum compounds have been identified in soil and groundwater at the property at concentrations that exceed the applicable CTDEP Remediation Standard Regulation (RSR) criteria. In addition, the presence of non-aqueous phase liquid (free product) has been identified on the groundwater surface at the property.

Recent activities have included the completion of a Phase III ESA, as well as remedial pilot testing to determine the most effective approach to free product recovery. Based upon the results of these recent activities, a Remedial Action Plan will be prepared to document the remedial approach to be undertaken at the property to comply with the RSRs. This approach will likely involve the use of an engineering control (impermeable membrane) to prevent further leaching of impacted soils, excavation of isolated areas of impacted soil, removal of free product to the extent practicable, execution of an Environmental Land Use Restriction maintaining non-residential use of the property, and possibly in-situ chemical oxidation to address presence of remaining RSR exceedances in groundwater. The estimated costs to implement this remedial approach total \$ 3,000,000 with expenses totaling approximately \$250,000 incurred to date. The Company currently has \$1, 500,000 in environmental reserve against this remedial process with an additional \$2,500,000 of escrow reserve available to complete this remedial approach.

**Hoffman Fuel Company**  
**170 White Street**  
**Danbury, Connecticut**  
**REM ID NO. 9799**

The Hoffman Fuel Company property has historically been utilized and is currently utilized as a bulk petroleum storage and distribution facility. Since the property meets the definition of an "Establishment" as defined by Section 22e-134e of the Connecticut General Statutes, Form III Property Transfer filings were submitted to the Connecticut Department of Environmental Protection (CTDEP) following the sale of the property in June 1993, November 2004, and June 2010. Amongst other administrative requirements, an Environmental Condition Assessment Form was completed which identified

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potential environmental areas of concern based upon data obtained during the completion of Phase I and Phase II Environmental Site Assessments (ESA) completed at the property in April 1994, April 2005 and March 2006. Pursuant to CTDEP correspondence dated May 2007, the CTDEP delegated oversight of the investigation and remediation of the property to a Licensed Environmental Professional (LEP).

In January 2010, a Phase III ESA was completed which identified a total of twelve (12) AOCs at the property. Specifically, concentrations of specific petroleum compounds have been identified in soil and groundwater at the property at concentrations that exceed the applicable CTDEP Remediation Standard Regulation (RSR) criteria. In addition, the presence of non-aqueous phase liquid (free product) has been identified on the groundwater surface at the property.

In January 2010, a Remedial Action Plan was prepared to document the remedial approach to be undertaken at the property to comply with the RSRs. This approach will involve excavation of isolated areas of impacted soil, removal of free product to the extent practicable, execution of an Environmental Land Use Restriction maintaining non-residential use of the property, and possibly in-situ chemical oxidation to address presence of remaining RSR exceedances in groundwater. The estimated costs to implement this remedial approach total \$380,000 with expenses totaling approximately \$75,000 incurred to date. Additional

**SICO Related Assets Remediations:**

The following remediation activities are on properties owned by ORTEP of Pa, under its Richland Partners, LLC subsidiary in connection with the acquisition of the SICO assets:

Sweigart (Denver, PA)

Remediation of historic petroleum UST failure. C.S. Sweigert, SICO's predecessor, received no further action letter with respect to the soil remediation associated with removal of the tanks in 1991. Groundwater is still contaminated (a site characterization was conducted). In 2007, Richland Partners LLC purchased the property from the owner Sweigart and immediately pursued the closure of the groundwater issue with PADEP. Richland Partners LLC is currently in receipt of an ACT 2 on site specific standards closure letter from PADEP for water contamination stating no further action required. The site shows no additional impact to Richland Partners LLC operations expected in the future.

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## **Richland Partners, LLC Remediations**

The following remediation activities are on properties owned by Petro in connection with the acquisition of all of the equity interests in Richland Partners, LLC ("Richland" or also known as Leffler) in June of 2003:

### **Overview**

Ortep of Pennsylvania, Inc., a subsidiary of Petro acquired 100% of the membership interest of Richland Partners LLC on June 4, 2003. As part of the acquisition, real estate was acquired in Pennsylvania in the following locals: York, New Holland, Mount Joy, Lancaster, Richland, Stewartstown and Douglassville, Pennsylvania.

### **Indemnification**

Pursuant to an Asset Purchase Agreement dated March 3, 2001, Richland acquired the assets of Columbia Petroleum Transportation, LLC ("Columbia"). The transaction included the acquisition of all of the real estate listed above, except for the Douglassville property. The Douglassville property was acquired by Richland after its acquisition of Columbia. (Columbia Energy Group - the shareholder of Columbia - is now known as NiSource, Inc.)

The Asset Purchase Agreement (the "Agreement") provides indemnity protection to Richland for environmental liabilities occurring pre-closing (pre March 26, 2001). The Agreement does not cover the Douglassville property since it was not part of the Richland/Columbia acquisition. The Agreement provides that the seller, Columbia, retains liability for all pre-closing Environmental Conditions,<sup>5</sup> and requires Columbia and its shareholder, Columbia Energy Group, ("Shareholder"), to indemnify, defend and hold harmless Richland and other related parties from and against all losses incurred with respect to Retained Liabilities,<sup>6</sup> including pre-closing Environmental Conditions.

The Agreement further provides at Article 6.01(a) that Columbia shall be solely responsible for any Environmental Condition arising pre-closing, and Environmental Claims<sup>7</sup> and/or Environmental Expenses<sup>8</sup> arising therefrom, regardless of whether such environmental condition was discovered or manifested prior to Closing.

<sup>5</sup> Defined as conditions of the environment, including the ocean, natural resources (including flora and fauna), soil, surface water, groundwater, any present or potential drinking water supply, subsurface strata or the ambient air, relating to or arising out of the use, handling, storage, treatment, recycling, generation, manufacture, formulation, migration, transportation, release, emission, spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, disposal, dumping or threatened release of Regulated Substances.

<sup>6</sup> Defined in §2.04(b) of the Agreement.

<sup>7</sup> Defined as any Third Party Action, including without limitation those asserted by any Governmental Body, arising out of or relating to any Environmental Condition or any Environmental Noncompliance.

<sup>8</sup> Defined as liability, loss, cost or expense arising out of Environmental Noncompliance including, without limitation, costs of investigation, characterization, cleanup, remedial or response action, site control, fines, civil penalties, the costs associated with posting financial assurances for the completion of response, remedial or corrective actions, obtaining permits, the preparation of any closure or other necessary or required plans or analyses, or other reports or analyses submitted to or prepared by regulating agencies, including the cost of health assessments, epidemiological studies and the like, retention of engineers and other expert consultants, legal counsel, capital improvements, operation and maintenance testing and monitoring costs, power and utility costs and pumping taxes or fees, and administrative costs incurred by governmental agencies.

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The Agreement also provides at Article 7.03 that Columbia and its Shareholder, jointly and severally, shall indemnify, defend, and hold harmless Purchaser's Indemnified Persons (defined as Purchaser, subsidiary corporations, sister and other "affiliated" corporations (or other entities) and their officers, directors, employees, stockholders, etc.) from and against any and all Losses directly or indirectly incurred by any of them in respect of Retained Liabilities (inclusive of pre-closing Environmental Conditions). Article 7.07 exempts Retained Liabilities (including pre-closing Environmental Conditions) from any time limitations placed on Seller's indemnification under Article 7.03. In other words, the indemnification provisions do not expire.

#### **Environmental Insurance**

In addition to the foregoing indemnification, there are two (2) XL Company environmental insurance policies in place: (i) A Commercial Property Redevelopment Policy covering the policy period September 11, 2000 to May 11, 2009. This policy was taken out by a predecessor in title to the properties, Carlos R. Leffler, Inc. Subject to certain exclusions, this policy contains, among other coverages, stop loss coverage for remediation work needed to complete the scopes of work in excess of certain specified amounts, (we are not privy to these amounts) for all of the properties except the Douglasville site. The first named insured under this policy is Carlos R. Leffler, Inc. and its successors and assigns. Richland Partners, LLC is a named insured under this policy as it relates to the above listed locations, except Douglassville. The policy also covers a number of other locations not owned by Richland. There are also a number of other additional insureds. Coverage limits are \$75 million per loss or expense/\$75 million aggregate limit; and (ii) a Pollution and Remediation Legal Liability Policy covering the policy period March 26, 2001 through March 26, 2004. The first named insured is Richland Partners, LLC. Coverage limits are \$5 million per loss/\$10 million aggregate. The policy excludes, among other things, pollution conditions existing prior to March 26, 2001. It does not cover the current on-going remediation. The Douglasville site is covered under this policy.

XL has recently taken a more aggressive approach in hands-on management of the remedial activities at the various sites, most likely in the interest of gaining some form of closure with the State of Pennsylvania Department of Environmental Protection (PADEP).

Several of these sites are still at a stage of further subsurface investigation and plume delineation. Therefore, conclusions on exact remediation strategies and actions can be considered 'speculative' on certain sites.

In general, a majority of the remedial strategies will not employ invasive, active procedures such as large-scale soil excavation or groundwater treatment systems. XL and their engineers have opted for on-going monitoring, natural attenuation and risk assessment-based fate and transport modeling to achieve closure with PADEP. The key effect of this position taken by XL is that any closure achieved via the risk assessment route will usually result in some form of deed restriction attached to the property in question. These deed restrictions limit future uses of the property and could affect salability.

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**York (York, PA)**

The York site actually has three separate problem sub-areas within the whole site. Each sub-area was the result of a separate occurrence and thus, different entities bear the financial responsibility for the remediation of each sub-area. Two sub areas (dike area, pump house) will most likely be remediated via passive means (bailing, absorbent socks) and closely monitored over time with an eventual risk assessment-based closure in the future. The third site has recently been Closed meeting PADEP state-wide health standards with no deed restrictions required. No material interference with the ongoing operations of Petro is expected.

*Conclusion:* No active remediation seen at this time. Uniform Environmental Covenants Act requirements are likely for the (2) two remaining areas of the site.

**New Holland (New Holland, PA)**

The New Holland site was previously sub-divided and contamination issues still exist on both new properties. There was an existing dual-phase soil/water treatment system in use, but it has since been de-activated. Off-site well installation for further delineation of the existing plume(s) has been completed, soil attainment studies have been completed. The current goal is to achieve closure via risk assessment-based fate and transport modeling. A RACR report has been completed but not filed with PADEP until the three subdivided parties reach agreement on the UECA requirements. No material interference with the ongoing operations of Petro is expected.

*Conclusion:* Most likely continued monitoring and no active remediation. Uniform Environmental Covenants Act (UECA) requirements will be required related to well installation for ground water use.

**Lancaster (Lancaster, PA)**

The Lancaster site had an active test remediation system installed and run for three months in the fall of 2008. Results from this test program have been completed and a final decision on the remedial approach at this site is pending. Additional vapor studies have also been completed in 2008 in support of the final remedial approach decision. Duration of the remedial operation is open-ended and will depend on analytical results as conducted. No material interference with the ongoing operations of Petro is expected.

*Conclusion:* Active remediation potential going forward, longer term (two years). A Uniform Environmental Covenant Act (UECA) requirement covering groundwater, soil, and vapor will most likely be required.

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**Richland (Richland, PA)**

The Richland site also has two distinct sub-areas of concern. The first, a historical release due to vandalism, has been remediated partially via soil removal and continues forward on a periodic monitoring program. Third party water and vapor studies have been successfully completed and a RACR is in final stages of review for PADEP submission/closure under PA Act 2 regulations. The second AOC has been closed under PA Act 2 by PADEP and has resulted in deed notices for soil and vapor issues in a very small delineated area on the site.

*Conclusion:* No active remediation, Uniform Environmental Covenant Act (UECA) requirements will be issued on one (1) AOC “vandalism” area for groundwater, soil, and vapor issues. No material interference with the ongoing operations of Petro is expected.

**Stewartstown (Stewartstown, PA)**

The Stewartstown site has groundwater contamination. There is a municipal supply well down gradient of the existing contaminant plume. Current data suggest that risk assessment-based fate and transport modeling will be successful in achieving closure for all issues. A RACR has been submitted to PADEP for closure under PA ACT 2 regulations. Additional questions were received from PADEP to the RACR and current work to answer these issues is being completed.

*Conclusion:* No active remediation, Uniform Environmental Covenant Act (UECA) requirements will be required at this site for potential groundwater, soil, or vapor issues.

**Meenan Oil Co., L.P. Remediations:****TULLYTOWN BULK PETROLEUM STORAGE FACILITY (TULLYTOWN, PA)**

The Tullytown Bulk Petroleum Storage Facility consists of bulk above-ground storage and delivery truck loading, barge dock, fleet and delivery services equipment garages and offices. The facility operates within all relevant regulatory compliance required by United States’ Environmental Protection Agency (USEPA), United States Coast Guard (USCG), Pennsylvania Department of Environmental Protection (PADEP) and other federal, state and local governing bodies. Mock alert drills covering potential worst-case release scenarios are conducted periodically in accordance with USEPA guidelines. Historical facility operations’ impact to soil and groundwater have been successfully assessed/characterized with site-wide PADEP regulatory release of liability pending. Costs of \$10,000 annually are anticipated.

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## **UPPER DARBY PETROLEUM BULK STORAGE FACILITY (UPPER DARBY, PA - YOUNG SUPPLY)**

Strategically located small bulk plant and loading facility includes tank equipment service garages, parking and offices. The facility operates within all relevant regulatory compliance required by USEPA, PADEP and other federal, state and local governing bodies. Mock alert drills covering potential worst-case release scenarios are conducted periodically in accordance with USEPA. A single well-defined area of soil and groundwater concern is currently undergoing a PADEP approved voluntary remediation. This AOC area is progressing through PA ACT 2 closure with completion of vapor sampling and a written report was submitted in 2010. A UECA covenant to groundwater will be required. Awaiting final 2011 approval of submitted reports.

### **Holiday City (Silverton, NJ - Redi-Flo)**

Holiday City at Silverton, New Jersey was developed as a planned adult (over 55) community with a gravity fed central fuel oil distribution system owned and operated by Redi-Flo. Operational problems/releases prompted earlier owners to properly decommission the system circa 1984. Since then continuous ongoing assessment and remedial efforts have been largely successful in mitigating earlier releases. Successful earlier remedial efforts, as approved by NJDEP, have given away to intermittent monitoring and remediation via natural attenuation of remnant impacts. Water issues have drawn to nearly a close, anticipation of several of the least impacted soil areas has been under way with significant progress in two (2) areas toward final closure. Costs of \$100,000 for 2011 are anticipated. No impact to any of the residents in the residential community has ever been reported.

#### *18.1. Meenan Clinton, NJ Facility*

The soil remedial investigation (RI) conducted in the former gasoline tank and dispenser area revealed Benzene, Ethylbenzene, Toluene and Xylenes contamination in the surface and subsurface soils of the vadose zone which in effect resulted in the contamination of the ground water at this area of the site. Soil remediation was conducted and completed.

A ground water remedial investigation of former heating oil UST closures has been on-going since 1997. Additional wells have been installed on-site. Recommended course of action: Quarterly monitoring and periodic enhanced fluid recovery events have been ongoing. Costs of \$20,000 for 2011 are anticipated as monitoring has allowed wells to be clear and the final request for closure report to be written by CARE Environmental in 2011.

#### *18.2. Meenan Chester, NJ ("Christy Halsey") Facility*

The soil remedial investigation (RI) conducted in the western containment area revealed Methyl-tert-Butyl Ether (MTBE) and t-butyl alcohol (TBA) contamination in the surface soils to depths of 3'-4' bg. The soils were remediated in accessible areas. Further soil RI conducted in the eastern containment unit revealed similar findings. The ground water remedial investigation (5 monitor wells) shows MTBE and TBA contamination in ground water at locations near the containment area and ~50' down gradient (southeasterly). The monitor well near the southern property line ~110' south of AOC is contaminant free. MTBE enters the property at an average level of 1095 ppb which is expected to be the clean-up standard for the site in lieu of the NJDEP criteria of 70 ppb. The release is historical in nature.



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Recommended course of action: An aggressive approach to ground water treatment was conducted to mitigate the MTBE and TBA by Pump and Treatment and recirculation of ORC-advanced installed with trenching applications. All wells except one have shown marked improvement under the statewide standards. An ISOC treatment into well #MW-3 is planned to continue initial ORC remedial work in this zone. Costs of \$24,000 for 2011 are anticipated. CARE Environmental is completing the remedial work.

**Schedule 5.18(d)**

**CERCLA Site**

**None**

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**Schedule 5.21 Indebtedness**

Star Gas Partners, L.P. and Star Gas Finance Company

Senior Notes due December 2017	\$125,000,000
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**Schedule 5.22 Affiliate Transactions**

None

**Schedule 5.23 Real Property; Leases****Owned Real Estate**

<u>Record Owners</u>	<u>State</u>	<u>Property Name</u>	<u>Address</u>	<u>City</u>	<u>Zip Code</u>
Ortep of Pennsylvania, Inc.	PA	Roy E. Miller	301 N. Forge Road	Palmyra	17078
Petro Holdings, Inc.	CT	Whaleco/Colonial	12 Colonial Road	Canton	06019
Petro Holdings, Inc.	RI	DeBlois E. Greenwich	2579 South Country Trail	E. Greenwich	02818
Meenan Oil Co, LP	NY	Burke	26 Bayview Rd. nr. Roa Hook Road	Peekskill	10566
Meenan Oil Co, Inc.	NJ	Meenan Oil Clinton	108 W. Main Street	Clinton	08809
Meenan Oil Co, LP	NJ	Meenan Oil Chester	65 Maple Avenue	Chester	07930
Meenan Oil Co, LP	NJ	Meenan Oil Franklin	460 Route 23	Franklin	07416
Meenan Oil Co, LP	NJ	BudOil Co.	55 US Highway 46	Hackettstown	07840
Meenan Oil Co, LP	NY	Wallace	10 Sands Station Road	Middletown	10940
Meenan Oil Co, LP	PA	Kirk's Fuel	1859 Route 212	Quakertown	18951
Petro Holdings, Inc.	RI	Ryan	25 Stafford Street	Warwick	02886
Meenan Oil Co, LP	NJ	Hamburg	State Route 23 at Oak Street	Hamburg	07419
Petro Inc.	NY	Billings	Routes 55 & 82	Billings	12510
Petro Holdings, Inc.	RI	River - Woonsocket	1182 River St.	Woonsocket	02895
Marex Corp.	MD	Marex Corp.	8900 Citation Rd.	Baltimore	21221
Meenan Oil Co, LP	NJ	Region Oil	15 Richboyton Road	Dover	07801
Minnwhale LLC	NJ	Whaleco	800 State Road	Princeton	08540
Petro Inc.	NY	Eastern Depot	30 Old Dock Road	Yaphank	11980
Meenan Oil Co, LP	NY	Meenan Long Island	3020 Burns Avenue	Wantagh	11793
Ortep of Pennsylvania, Inc.	PA	DJ Witman	4025 Pottsville Pike	Reading	19605
Meenan Oil Co, Inc.	PA	Meenan Oil	113 Main Street	Tullytown	19007
Meenan Oil Co, Inc.	PA	Young Supply	8301 Lansdowne Avenue	Upper Darby	19082
Richland Partners, LLC	PA	Richland	62 N. Main Street	Stewartstown	17363
Richland Partners, LLC	PA	Richland	1234 Cloverleaf Road	Mt Joy	17552
Richland Partners, LLC	PA	Richland	669 E Ross Street	Lancaster	17602
Richland Partners, LLC	PA	Richland	572 E. Main Street	New Holland	17557
Richland Partners, LLC	PA	Richland	25 Hanover Street	York	17404
Petro Holdings, Inc.	RI	Prov Energy Oil	141 Knight Street	Warwick	02886
Petro Holdings, Inc.	RI	Prov Energy Oil	12 Stafford Street	Warwick	02886

Petro Holdings, Inc.	RI	Prov Energy Oil	550 Fish Road	Tiverton	02878
Petro Holdings, Inc.	RI	Prov Energy Oil	1191 River Street	Woonsocket	02895
Hoffman Fuel Company of Bridgeport	CT	Bridgeport	195 E. Washington Street	Bridgeport	06611
Hoffman Fuel Company of Danbury	CT	Danbury	170 White Street	Danbury	06810
Hoffman Fuel Company of Danbury	CT	New Milford	519 Danbury Rd	New Milford	

### Leased Property

Location	Street	City / St / Zip	Landlord	Legal Entity
New Milford	511 Danbury Road	New Milford CT 06776	Sycamore Trails Group LLC	Petro Inc.
Connecticut New Haven	52, 55 & 71 Day Street 212 Elm St.	Norwalk CT 06854 North Haven CT 06473	Robert Schwartz O'Leary-Vicunas No. Two, LLC	Petro Inc. 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
Wantaugh-S&V Realty	16A Bayville Avenue	Bayville NY 11709	16 Bayville corp	Meenan Oil Co. LP
Hudson River Petroleum-Burke	87 N. Main St	Brewster NY 10509	Richard E. Bouton	Meenan Oil Co. LP
Desilva Ice & Fuel (Mt.Kisco)- Burke	343 N. Bedford Rd.	Brewster NY 10509	Manuel Monterio	Meenan Oil Co. LP


Durkin Brooklyn	560 N. Main St. 1820 Cropsey Avenue	Brewster NY 10509 Brooklyn NY 11214	Durkin water supply. Sergio & Vincent Allegretti	Meenan Oil Co. LP Petro Inc.
Floral Park	185 Magnolia Avenue	Floral Park NY 11001	Patterson Fuel Oil Company Inc	Petro Inc.
Burke Realty Hawthorne Hicksville	475 Commerce St. 477 W. John St. and 5 Alpha Plaza	Hawthorne NY 10532 Hicksville NY 11801	George E. Burke Alpha John Associates	Meenan Oil Co. LP 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 Spring St.	Monroe NY 10950	Herbert Schneider	Meenan Oil Co. LP
Burke-Premium	2101 Post Road	Montrose NY 10548	John Griffin	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)	144 and 154 Garden St.	Poughkeepsie NY 12601	Dawn Effron	Meenan Oil Co. LP
Effron-Norfe Realty (office and garage)	144 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	7 Greenfield & 1654 County Road 39	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-Manuele Mngmt Group	9 Walnut Place	Thornwood NY 10594	Fariello Family, Trust	Meenan Oil Co. LP
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, rollman bldg.	13-15 Mount Joy St. (see comment)	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 Allentown	650 Knowles Ave	Southampton PA 18966	Douglas E. Woosnam	Ortep of Pennsylvania
	6330 Farm Bureau Road	Upper Macungie PA 18106	Paul Weis	Ortep of Pennsylvania
Woods Providence	22 Almeida Ave	East Providence RI 02914	Benker Family LLC	Petro Holdongs, Inc.
	50 Houghton Street	Providence RI 02904	50 Houghton Associates, LP	Petroleum Heat & Power, Inc.
Buckley	741 East Main Road	Middeltown RI 02842	Highlander Realty LLC	Petro Holdings, Inc.
Buckley	1630-1632 Kingstown Rd	South Kingston RI 02879	Highlander Realty LLC	Petro Holdings, Inc.




Arlington	6873 Lee Highway Arlington	Arlington VA 22213	R. Shreve LLC	A.P. Woodson Company
Wallace Region	50 Industrial Place 276 Main St.	Middletown NY 10940 Hackettstown NJ 07840	Alta East inc. CK & S Buliding Dorothy kappers	Meenan Oil Co. LP Meenan Oil Co. LP
Region	282 Main St.	Hackettstown NJ 07840	DE KAPPERS Dorothy kappers	Meenan Oil Co. LP
Rye Fuel Lewis Oil Company	225 Greenleaf Avenue 50 Roselle St.	Portsmouth NH 03801 Mineola NY 11501	PPG Properties Windsor Fuel Company Inc. Pension Trust	Rye Fuel Company Lewis Oil company, Inc.
C. Hoffberger Company C. Hoffberger Company	1400 Ceddox Street 33 Hudson Street	Baltimore MD 21226 Annapolis MD 21401	E. Stewart Mitchell Petroleum Marketing Group, Inc.	C. Hoffberger Company 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-C 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
Champion Energy Company	1 Radisson Plaza	New Rochelle NY 10801	New Rochelle Hotel Associates	Champion Energy Company
J.J. Skelton Company	5125 Simpson Ferry Rd	Mechanicsburg PA 17050	Gulf Oil Limited Partnership	J.J. Skelton Company
Tanner (Leffler)	1120 Mount Rock Rd	Shippensburg PA 17257	Rohr Family Limited Partnership	Richland Partners, LLC
Tanner (Leffler)	1120 Mount Rock Rd	Shippensburg PA 17257	Rohr Family Limited Partnership	Richland Partners, LLC
Ways Heating and Cooling	1395 River Road	Titusville NJ 08500	Randy Downs and Robert O'Rourke	Minwhale LLC
Leffler	1234 Cloverleaf Road	Mount Joy PA 17552	Bridgestone Americas Tire Operations, LLC	Richland Partners, LLC
J.J. Skelton Company	40 W, Manoa Rd	Havertown, PA 19083	Boyle Energy	J.J. Skelton Company






**Schedule 5.24 Intellectual Property Rights**


<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, 2011  Renewal filed on 5/10/2011  Awaiting acceptance from USPTO.	Active Registration.
OIL DIRECT GET THAT WARM FEELING FOR LESS	2,538,481	February 12, 2002	International Class 39 – Delivery of residential home heating oil by truck.	Petroleum Heat and Power Co., Inc.	Renewal due February 12, 2012	Active Registration. To be revisited in 2012.
	2,363,100	June 27, 2000	International Class 39 – Delivery of residential home heating oil by truck.	Petroleum Holdings, Inc.	Renewal due June 27, 2010	Cancelled: January 28, 2011
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.


MARK	REG. NO.	REG. DATE	GOODS	OWNER	NEXT ACTION DUE	NOTES
	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.
	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.

MARK	REG. NO.	REG. DATE	GOODS	OWNER	NEXT ACTION DUE	NOTES
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.	Sections 8 & 15 due between October 14, 2013 and October 14, 2014	Active Registration. To be revisited in 2013.
House and Hand Design 	77/215,448	June 26, 2007	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.	Notice of Abandonment: 10/27/2008	As anticipated, rec'd Office Action challenging generic aspect of mark. Discussed with J. McDonald and no use can be shown beyond use with the word PETRO so will allow mark to be abandoned.
PETRO and Design (House and Hand) 	77/214,886	June 25, 2007	International Class 37 – Installation, maintenance and repair of security alarm systems for police, fire and medical emergencies for residential and commercial use.	Petroleum Heat and Power Co., Inc.	Notice of Abandonment: 6/1/2009	

MARK	REG. NO.	REG. DATE	GOODS	OWNER	NEXT ACTION DUE	NOTES
House and Hand Design 	77/215,005	June 25, 2007	International Class 37 – Installation, maintenance and repair of security alarm systems for police, fire and medical emergencies for residential and commercial use.	Petroleum Heat and Power Co., Inc.	Notice of Abandonment: 10/27/2008	Received notice of allowance and statement of use coming due shortly but discussed with J. McDonald and no use can be shown beyond use with the word PETRO so will allow mark to be abandoned.
PETRO PROTECTION SERVICES	77/214,244	June 25, 2007	International Class 37 – Installation, maintenance and repair of security alarm systems for police, fire and medical emergencies for residential and commercial use.	Petroleum Heat and Power Co., Inc.	Notice of Abandonment: 6/1/2009	
PETRO SECURITY SERVICES	77/214,260	June 25, 2007	International Class 37 – Installation, maintenance and repair of security alarm systems for police, fire and medical emergencies for residential and commercial use.	Petroleum Heat and Power Co., Inc.	Notice of Abandonment: 6/1/2009	
PETRO (Word Mark)	85/248,316	February 22, 2011	IC4 - Fuel oils. IC37 – HVAC contracting services, namely, installation, maintenance and repair of HVAC systems; plumbing services, namely installation, maintenance and repair. IC39 – Delivery of heating oil by truck.	Petroleum Heat & Power Co.	Newly filed application. Awaiting review from Examining Attorney.	Pending

MARK	REG. NO.	REG. DATE	GOODS	OWNER	NEXT ACTION DUE	NOTES
	2,100,059	September 23, 1997	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, 2012	Active Registration. To be revisited in 2012.
	1,572,413	December 19, 1989	International Class 37 – Installation, repair and maintenance of heating equipment.  International 42 – Heating oil distributorship services.	Meenan Oil Co., L.P.	Renewal Due: December 19, 2019	Active Registration.
MEENAN WARMTH IS WHAT WE'RE ALL ABOUT						
TRU GAS	2,932,543	March 15, 2005	International Class 4 – Liquid propane gas for use with gas appliances.	Inergy Propane, LLC	Renewal Due: March 15, 2015	Active Registration. We do not Maintain. Per instruction of J. McDonald, this mark is not maintained by Star Gas; it belongs to Inergy. Therefore, nothing is to be done for this mark.

MARK	REG. NO.	REG. DATE	GOODS	OWNER	NEXT ACTION DUE	NOTES
STAR GAS	2,896,721	October 26, 2004	International Class 4 – Liquid propane gas for use with gas appliances.  International Class 35 – Retail and wholesale distributorship of propane gas.	Inergy Propane, LLC	Sections 8 & 15 due between October 26, 2009 and October 26, 2010.	Active Registration.  Per instruction of J. McDonald, this mark should be in Star Gas's name. Need to change ownership in connection with next due date. Star Gas maintains this mark.  Conference with J. McDonald, Rich and Rich on 9/28/2010, allow registration to become abandoned.
 BLUE FLAME	2,778,808	November 4, 2003	International Class 4 – Liquid petroleum gas.	Star Gas Corporation	Sections 8 & 15 due between November 4, 2008 and November 4, 2009.	Cancelled Under Section 8: 6/12/2010  Per instruction of J. McDonald, this mark is not maintained by Star Gas; it belongs to Inergy. Therefore, nothing is to be done for this mark.

MARK	REG. NO.	REG. DATE	GOODS	OWNER	NEXT ACTION DUE	NOTES
	1,769,632	May 11, 1993	International Class 4 – Liquid propane gas for use with gas appliances.	Inergy Propane, LLC	Renewal Due: May 11, 2013	Active Registration. To be revisited in 2013.  Per instruction of J. McDonald, this mark should be in Star Gas's name. Need to change ownership in connection with next due date. Star Gas maintains this mark.  Conference with J. McDonald, Rich and Rich on 9/28/2010, we will revisit in May, 2012 re use of the mark and clean up of title.
PATRIOT PROPANE	3,394,777	3/11/2008	International Class 37 – Servicing equipment that utilizes propane.  International Class 39 – Delivery of propane by truck.	Richland Partners, LLC	Sections 8 & 15 due between March 11, 2013 and March 11, 2014	Active Registration.
LEFFLER ENERGY	2,858,853	June 29, 2004	International Class 35 – Wholesale distributorships and retail services featuring oil, gasoline and other petroleum products  International Class – 37 Maintenance and repair of equipment utilizing oil, gasoline and other petroleum products, namely furnaces, boilers, hot water heaters and like equipment.	Richland Partners, LLC	Renewal Due: June 29, 2014	Active Registration. To be revisited in 2014.

MARK	REG. NO.	REG. DATE	GOODS	OWNER	NEXT ACTION DUE	NOTES
STAR GAS	2,905,698	November 30, 2004	International Class 37 – Installation, repair and maintenance of liquid propane gas equipment.	Stellar Propane Service, LLC	Sections 8 & 15 due between November 30, 2009 and November 30, 2010	Active Registration. Per instruction of J. McDonald, this mark should be in Star Gas's name. Need to change ownership in connection with next due date. Star Gas maintains this mark.  Conference with J. McDonald, Rich and Rich on 9/28/2010, allow registration to become abandoned.
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.	Sections 8 & 15 due between May 6, 2013 and May 6, 2014	Active Registration.
LEFFLER Logo Design	77/215,690	6/26/2007	International Class – 27 HVAC contracting services, namely, installation, maintenance and repair of heating, ventilation and cooling systems, plumbing services, namely installation, maintenance and repair	Star Gas Corporation	Notice of Abandonment: 5/14/2008	Office Action received citing almost identical mark. Conference with J. McDonald – further prosecution of mark ceased and application will be allowed to lapse.
LEFFLER ENERGY (Word mark)	77/215,503	6/26/2007	International Class – 27 HVAC contracting services, namely, installation, maintenance and repair of heating, ventilation and cooling systems, plumbing services, namely installation, maintenance and repair	Star Gas Corporation	Notice of Abandonment: 2/13/2009	Decision was made to abandon this mark and file new application in correct owner's name.



MARK	REG. NO.	REG. DATE	GOODS	OWNER	NEXT ACTION DUE	NOTES
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

The following trademarks are protected under common law rights. There are no federal registrations issued or pending with the United States Patent and Trademark Office at this time.

HALLER STOWE  
SHELLY FUEL  
MAHOPAC FUEL  
HOFFMAN AIR CONDITIONING  
CHICKOS OIL  
BELLMORE FUEL  
KURZ OIL  
MARINE PARK  
STERLING – COASTAL FUEL  
VICO

LEWIS AIR CONDITIONING  
CHAMPION ENERGY AIR CONDITIONING  
F & R FUEL  
RCF FUEL  
A & S FUEL  
HANCOCK OIL  
FUEL EXPRESS  
GOODWIN OIL  
NORTHERN COMFORT  
FUELMAN

**Schedule 5.25 Insurance**

Named Insured	Coverage	Limit of Liability	Term	Company/ Policy Number	Annual Premium	Notes
<b>I. Petro Holdings, Inc.</b>	<b>General Liability</b>					
			10/1/10-11	Commerce and Industry 360-25-05	\$121,183	Covers all states of operations
	BI & PD each occurrence	\$1,000,000				Terrorism charge incl. In premium
	Personal Injury	\$1,000,000				
	Products/Comp. Ops. Aggregate	\$2,000,000				Pollution included for liability arising from installation, service activity and misdelivery
	General Aggregate	\$5,000,000				
	Fire Legal Liability	\$ 100,000				
	Medical Expense	\$ 5,000				Premium represents excess of SIR and does not include loss fund payments.
	Employee Benefit Liability					
	per occurrence	\$1,000,000				
	aggregate	\$1,000,000				
	Self Insured Retention	\$1,000,000				

2. Petro Holdings, Inc.		Automobile				
Liability (Combined Single Limit)	\$2,000,000	10/1/10-11	Commerce and Industry	\$288,788	Premium -All States except MA	
Personal Injury Protection Med. Pay. (Private Pass. Only)	Statutory \$ 5,000		CA 720-46-98		Surcharges/Fees	
Uninsured Motorist - All Vehs.	Statutory Min.				Terrorism charge incl. In premium	
Deductible	\$1,000,000				Premium represents excess of deductible and does not include loss fund payments.	
					Pollution covered which arises from the load, unload and transport of product	
Liability (Combined Single Limit)	\$2,000,000	10/1/10-11	Commerce and Industry	\$ 14,695	Premium - Covers Commonwealth of MA	
Personal Injury Protection Med. Pay. (Private Pass. Only)	Statutory \$ 5,000		CA 720-46-97		Premium represents excess of deductible and does not include loss fund payments.	
Uninsured Motorist - All Vehs.	Statutory Min.					
Deductible	\$1,000,000				Pollution covered which arises from the load, unload and transport of product	
					Same as the above auto policy except this policy only applies in MA	

<b>3. Petro Holdings, Inc.</b>		<b>Workers' Compensation Policy</b>				
			10/1/10-11	New Hampshire Ins Co 720-83-99	\$1,624,042 AOS	Provides excess Workers Compensation for your employer obligation in all states of operations
Coverage A	Statutory			258-89-049	MA Only	Covers all states of operations
Coverage B - Employer Liab.						Premium Includes NY Assessment
Each Accident	\$1,000,000					Provides benefits in the states of:
Policy Limit	\$1,000,000					CT, MA, MD, NY, NJ, NH, PA, RI, VA
Each Employee	\$1,000,000					*Includes the New York Assessment
Deductible:	\$1,000,000					Terrorism charge incl. In premium terrorism in all states except NJ .06; claim handling also included in premium.
						Note: Premium does not include loss fund payments.
						**Taxes & Assessments - all except NY
<b>4. Grand Plumbing</b>		<b>General Liability</b>				
General Aggregate	\$2,000,000	10/1/10-11	Commerce and Industry	\$	1,000	Covers all states of operations
Products/Comp. Ops. Aggregate	\$1,000,000		360-25-06			
Personal Injury	\$1,000,000					Terrorism charge incl. In premium
BI & PD each occurrence	\$1,000,000					
Fire Legal Liability	\$ 100,000					
Medical Expense	\$ 5,000					

<b>5. Grand Plumbing</b>	<b><i>Workers' Compensation Policy</i></b>					
	Coverage A	Statutory	10/1/10-11	Commerce and Industry	\$ 886	Covers NY
	Coverage B - Employer Liab.			720-84-00		
	Each Accident	\$ 500,000				
	Policy Limit	\$ 500,000				
	Each Employee	\$ 500,000				
<b>6. Micko Plumbing and Heating, Inc</b>	<b><i>Workers' Compensation Policy</i></b>					
	Coverage A	Statutory	10/1/10-11	Commerce and Industry	\$ 895	Covers NY
	Coverage B - Employer Liab.			720-89-22		
	Each Accident	\$ 500,000				
	Policy Limit	\$ 500,000				
	Each Employee	\$ 500,000				
<b>7. Richland Partners LLC</b>	<b><i>General Liability</i></b>					
	General Aggregate	\$2,000,000	6/4/10-11	Federated Mutual Ins Co	\$59,730	
	Products/Comp. Ops. Aggregate	\$2,000,000		9269398		
	Personal Injury	\$1,000,000				
	BI & PD each occurrence	\$1,000,000				
	Damage to Premises rented to you	\$ 100,000				

<b>Workers' Compensation Policy</b>					
Coverage A	Statutory	6/4/10-11	Federated Mutual Ins Co	\$240,037	
Coverage B - Employer Liab.			9269399		
Each Accident	\$ 500,000				
Policy Limit	\$ 500,000				
Each Employee	\$ 500,000				
<b>Automobile</b>					
Liability (Combined Single Limit)	\$1,000,000	6/4/10-11	Federated Mutual Ins Co	\$ 93,041	
			9269398		
<b>Commercial Crime</b>					
Theft of Money and Securities	\$ 50,000	6/4/10-11	Federated Mutual Ins Co	\$ 1,602	
Employee Theft	\$ 20,000				
Forgery or Alteration	\$ 20,000				
<b>Commercial Inland Marine</b>					
Business Computer Equipment-Loc 1	\$ 300,000	6/4/10-11	Federated Mutual Ins Co	\$ 2,473	
Business Computer Equipment-Loc 2-11	\$ 10,000				
<b>Commercial Property</b>					
Building Limit	Limit by location	6/4/10-11	Federated Mutual Ins Co	\$ 41,205	
Petroleum Location Limit	Limit by location				
<b>Surcharges for above policies</b>				\$ 6,762	
<b>Pollution Legal Liability</b>	\$5,000,000	3/26/10-13	Chartis Specialty Insurance Company		

<b>Cov B</b>	On-Site Clean-up of <b>NEW</b> Conditions	PLS 2292148	9 locations in PA 31 Underground Storage Tanks
<b>Cov C</b>	Third Party Claims for On-site Bodily Injury & Property Damage <b>NEW</b> Conditions only		
<b>Cov E</b>	Third Party Claims for Off-Site Clean-up resulting from <b>NEW</b> Conditions		
<b>Cov F</b>	Third Party Claims for Off-Site Bodily injury & Property Damage <b>NEW</b> Conditions only		
<b>Cov G</b>	Third Party Claims for On-Site Bodily Injury, Property Damage & Clean-up - Non Owned Sites <b>NEW</b> Conditions only		
<b>Cov H</b>	Third Party Claims for Off-Site Bodily Injury, Property Damage & Clean-up - Non Owned Sites <b>NEW</b> Conditions only		Retention: \$100,000
<b>Cov I</b>	Pollution Conditions Resulting from Transported Cargo <b>NEW</b> Conditions only		

8. Star Gas Partners, L.P. et al	<i>Umbrella/Excess Policies- Total \$125,000,000 Limit</i>					All policies include terrorism
Lead Umbrella Layer	\$ 5,000,000 per occurrence/ aggregate	10/1/10-11	Lexington (AIG)	\$540,000	Primary or lead layer of excess liability over the underlying policies.	
21430599						
Excess applies to Petro, Meenan and Leffler operations.						
1st Excess Layer (1 of 5)	\$20,000,000	10/1/10-11	American Guarantee (Zurich) AEC 4275380 06	\$349,000	Next excess layer	
2nd Excess Layer (2 of 5)	\$25,000,000	10/1/10-11	Crum and Forster 552-014818-2	\$180,780	Next excess layer	
3rd Excess Layer (3 of 5)	\$25,000,000	10/1/10-11	Great American EXC 2098366	\$ 60,000	Next excess layer	
4th Excess Layer (4 of 5)	\$25,000,000	10/1/10-11	Allied World Assurance 0305-9785	\$ 55,000	Next excess layer	
5th Excess Layer (5 of 5)	\$25,000,000	10/1/10-11	Fireman's Fund SHX 00014628663	\$ 51,000	Next excess layer	



<b>9. Star Gas Partners, L.P. et al</b>						
<b>Directors' &amp; Officers' Liability - RUNOFF POLICIES- Total \$40,000,000 Limit / \$10,000,000 Side A Only</b>						
<b>Star Gas Partners, L.P. et al</b>						
<b>Agreement A &amp; B - Aggregate</b>	\$10,000,000	3/26/05-4/28/12	National Union Fire Insurance Company 004907965	\$ 950,000		Runoff lead policy for prior corporate entity
						<i>Basic Coverage</i>
						<i>Partnership liability</i>
						<i>Corporate Retention: \$1,000,000</i>
						<i>Entity coverage included for securities claims</i>
<b>Directors' &amp; Officers' Excess</b>						
<b>Star Gas Partners, L.P. et al</b>	\$10,000,000	3/26/05-4/28/12	XL Specialty Ins. Co. ELU088401-05	\$ 750,000		Excess runoff policy for prior corporate entity.
<b>Directors' &amp; Officers' Excess</b>						
<b>Star Gas Partners, L.P. et al</b>	\$10,000,000	3/26/05-4/28/12	US Specialty Ins. Co. 14MGU-05A10111	\$6,000,000		Excess runoff policy for prior corporate entity.
<b>Directors' &amp; Officers' Excess</b>						
<b>Star Gas Partners, L.P. et al</b>	\$10,000,000	3/26/05-4/28/12	Navigators Insurance Co. NY08DOL13705NV	\$ 400,000		Excess runoff policy for prior corporate entity.
<b>Directors' &amp; Officers' Side A</b>						
<b>Star Gas Partners, L.P. et al</b>	\$10,000,000	4/28/06-12	XL Specialty Ins. Co. ELU090424-05	\$ 150,000		Side A runoff

10. Star Gas Partners, L.P. et al Directors' & Officers' Liability- ANNUAL OPERATIONAL POLICIES- Total \$50,000,000 Limit						
<i>Directors' &amp; Officers' Liability</i>						
<b>Star Gas Partners, L.P. et al</b>						
Agreement A & B-Aggregate	\$10,000,000	4/28/11-12	Zurich American	\$115,000	Lead policy for current corporate entity	
					Insurance Company	<i>Basic Coverage</i>
					9385275-03	<i>Partnership liability</i>
						<i>Corporate Retention: \$250,000</i>
						<i>Entity coverage included for securities claims</i>
<i>Directors' &amp; Officers' Excess</i>						
<b>Star Gas Partners, L.P. et al</b>						
	\$10,000,000	4/28/11-12	Illinois National Insurance Company	\$ 92,000	Excess policy for current corporate entity	
					01-770-30-62	
<i>Directors' &amp; Officers' Excess</i>						
<b>Star Gas Partners, L.P. et al</b>						
	\$10,000,000	4/28/11-12	US Specialty Ins. Co.	\$ 64,400	Excess policy for current corporate entity	
					14-MGU-11A23697	
<i>Directors' &amp; Officers' Excess</i>						
<b>Star Gas Partners, L.P. et al</b>						
	\$10,000,000	4/28/11-12	Navigators Insurance Co.	\$ 46,080	Excess policy for current corporate entity	
					NY11DOL137058NV	
<i>Directors' &amp; Officers' Liability</i>						
<b>Star Gas Partners, L.P. et al</b>						
	\$10,000,000	4/28/11-12	XL Specialty Ins. Co.	\$ 53,000	Side A Coverage with DIC features	
					ELU121082-11	

**11. Star Gas Partners, L.P.**

***Pollution Legal Liability***

\$25,000,000

11/29/01-11

American Int'l Specialty

\$ 507,692

Purchased as part of Meenan acquisition

**Cov A** - On-Site Clean-up of Pre-Existing **UNKNOWN** Conditions

(AIG)  
PLS8087907

10 Year Premium

At the time of Meenan acquisition, there was a known spill site.

**Cov B** - Third Party Claims for On-site Property Damage - Pre-Existing **UNKNOWN** Conditions

On-site Natural Resource Damage due to spill is excluded.

**Cov C** - Third Party Claims for On-site Bodily Injury from Pre-Existing **UNKNOWN** Conditions

**Cov D** - Third Party Claims for Off-site Clean-up resulting from Pre-Existing **UNKNOWN** Conditions

**Cov E** - Third Party Claims for Off-Site Property Damage from Pre-Existing **UNKNOWN** Conditions

There is limited off-site BI/PD coverage due to the spill.

	<b>Cov F - Third Party Claims for Off-Site Bodily injury from Pre-Existing UNKNOWN Conditions</b>					Off-site Natural Resource Damage due to spill is restricted. Retention: \$1Million/ \$5 Million / \$50,000 maintenance
<b>12. Star Gas Partners, L.P. ET AL</b>	<b>Pollution Legal Liability</b>					
		\$	10,000,000	6/30/010-6/30/13	Chartis Specialty Insurance Company	\$ 477,120
						3 Year Premium
					PLS9527814	33 locations in RI, CT, MD, NY, NJ, PA, VA 17 Undergournd Storage Tanks
<b>Cov B</b>	<b>On-site Clean-up of New Conditions</b>					
<b>Cov D</b>	<b>Third Party Claims for Off-Site Clean-up Resulting from NEW Conditions</b>					
<b>Cov E</b>	<b>Third Party Claims for Off-Site Bodily Injury &amp; Property from NEW Conditions</b>					Retention: \$250,000
<b>Cov F</b>	<b>Emergency Response Costs</b>	\$250,000	sublimit			
<b>Cov G</b>	<b>Third Party Claims for Non-Owned Locations for NEW Conditions</b>					

<b>13. Petro Holdings, Inc.</b>	<b>Pollution Legal Liability</b>						
			6/30/10-11	Chartis Specialty Insurance Company	\$ 44,959		Provides Pollution Liability For one NJ
<b>Cov B</b>	On Site Cleanup of NEW Conditions	\$1,000,000					Facility - Dover Written To Comply With Special State Statute.
<b>Cov D</b>	<b>Third Party Claims for</b> Off Site Cleanup of NEW Conditions			PLS3778258			
<b>Cov F</b>	Emergency Response Costs	\$ 250,000 submit					Retention: \$250,000
<b>14. Petro Holdings, Inc.</b>	<b>General Liability/Contractors Pollution Liability/Professional</b>						
	Cov A - General Liability	\$5,000,000	1/20/11-12	Liberty Surplus Insurance Corp UVE-DE-102058-111	\$117,294		Covered Operations - Those activities performed for a third party for a fee by or on behalf of the Named Insured at a job site. Covered Operations include Completed Operations.
	Cov B - Personal & Advertising Injury	\$5,000,000					
	Cov C - Medical Payments	\$ 10,000					
	General Aggregate	\$5,000,000					Covered Professional Activities: Soil testing and analysis,
	Prod.Completed Ops Aggregate	\$5,000,000					Construction or Project Management at Agency Work.
	Cov D - Contactors Pollution Liability	\$5,000,000					GL & CPL are on an "Occurrence" basis
	Cov E - Professional	\$5,000,000					Professional is claims made Deductible: \$10,000

<b>15. Petro Holdings, Inc.</b>	<b><i>Terminal Operators Liability</i></b>					
	Each Occurrence or Accident	\$ 2,000,000	10/1/10-10/1/11	The Northern Assurance Company of America	\$25,500	Policy Purpose: Cover the third party bodily injury, third party property damage, resulting from vessel berthing and loading/unloading of cargo at the Poughkeepsie, Peekskill and Tullytown Terminals.
	Deductible	\$ 100,000		(International Marine Underwriters) N5JH02057		Pollution provided on sudden/accidental basis with 20 day/ 80 day knowledge and reporting limitations
<b>16. Petro Holdings, Inc.</b>	<b><i>Hull and Protection &amp; Indemnity</i></b>					
	Hull - Vessel Value	Per Schedule	5/16/11-12	The Northern Assurance Company of America		Policy Purpose: Primarily intended to protect liability for activity on navigatable waterway inclusive of maritime liability to crew members.
	Protection & Indemnity including Crew			(International Marine Underwriters)		
		\$ 1,000,000		N5JH01791	\$13,666	Star Gas presently have four boats in operation.
		\$ 5,000,000		N5JH01792	\$ 8,500	
						<i>Coverage applies to owned workboats used on navigational waterways at Meenan Terminals</i>

**FIRST PARTY RESPONSIBILITY**

**17. Star Gas Partners, L.P. et al**

*Property*

Protects real and business personal assets including leased buildings you are responsible to insure; also covers tanks/loading racks at owned or leased facilities except while underground

Building & Contents Limit - Per Occ. \$ 30,000,000  
 Extra Expense \$ 1,000,000

9/30/10-11

ACE American Insurance Company

\$ 187,850 includes TRIA

Service Interruption Boiler & Machinery \$ 1,000,000 Included above

Rate: .2213%

Covers per occurrence subject to schedule of declared location values.

EDP \$ 500,000  
 Scheduled Property - Tanks Included above

Engineering \$ 12,982

*Deductible: \$25,000 - all other peril*

Earthquake \$ 10,000,000  
 Flood, except; \$ 10,000,000

*Tier I Wind Deductible: 3% of TIV or \$25,000 Min.*

Flood Zone A & V \$ 1,000,000  
 Building Ordinance \$ 1,000,000  
 Newly Acquired \$ 2,500,000

*Quake Deductible: \$50,000*

Unnamed Locations \$ 1,000,000

*Flood Deductible: \$50,000  
 Flood Zone A 2% of TIV or 50K Min*

18. Star Gas Partners, L.P. et al	<i>Blanket Crime Policy</i>	\$20,000,000	9/11/10-11	Federal Insurance Co	\$58,000
	(Includes Computer Fraud)			8208-9872	
					<p>Covers first party (you) and third party (customers) taking of money and securities.</p> <p>Meets required ERISA standard as respects dishonesty coverage for retirement plans.</p> <p><i>Deductible: \$250,000 (except ERISA compliance)</i></p> <p>Covers Employee Dishonesty and wrongful taking of money, securities or other property; also covers third party theft of money &amp; securities.</p> <p>(Note: theft of property by third parties included in Property policy)</p>



<b>20. Star Gas Partners, L.P. et al</b>	<i>Fiduciary Liability</i>	\$10,000,000	9/11/10-11	Federal Insurance Co	\$21,000	8207-5608	Although outside administrators conduct the actual activity, the company selects the administrator and the options to be made available. Complements ERISA coverage in the Crime policy Deductible: \$25,000 Protects against claims by employee or other beneficiaries of breach of fiduciary duty in the administration of retirement plans.
<b>21. Petro Holdings, Inc.</b>	<i>Ocean Cargo Policy</i>	Any One Vessel	\$ 7,500,000	9/1/2010-11	Travelers OK09000135	\$65,000	Policy Purpose: Protect the value of oil inventory at owned and non owned locations in addition to barge transport of product.
		Any One Location	\$ 1,000,000				<i>Coverage continues until product is dispensed for retail delivery. Deductible is .5% of the shipment or \$25,000 for stored product.</i>
		See Warehouse Schedule for Named locations and limits					

22. Petro Holdings, Inc.		Flood Insurance				
Building	\$500,000	3/16/11-12	American Bankers Ins Co of FL	\$ 1,521	National Flood Policy Zone A - required by bank	
Contents	\$ 50,000		AB00087982		25 Abbie Road, York, PA 17404	
Building	\$175,000	12/17/10-11	American Bankers Ins Co of FL	\$ 2,044	National Flood Policy Zone A - required by bank	
Contents	\$ 29,200		AB00076069		Roa Hook Rd, Peekskill, NY 10566 (Storage/Garage)	
Building	\$ 58,500	12/17/10-11	American Bankers Ins Co of FL	\$ 1,069	National Flood Policy Zone A - required by bank	
Contents	\$ 29,200		AB00076981		Roa Hook Rd., Peekskill, NY 10566 (Office)	
Building	\$500,000	10/21/10-11	American Bankers Ins Co of FL	\$10,675	National Flood Policy Zone A - carried by lease and due to actual exposure; have had losses.	
Contents	\$419,400		AB00070480		55 Day Street, Norwalk, CT 06854	
Building	\$500,000	8/10/10-11	Weekes & Callaway Inc	\$ 1,448	National Flood Policy Zone A - carried by lease and due to actual exposure; have had losses.	
Contents	\$109,300		2030260059		71 Day Street, Norwalk, CT 06854	
Building	\$500,000	12/28/10-11	American Bankers Ins Co of FL	\$10,975	National Flood Policy Zone A - required by bank	
Contents	\$448,000		AB00049624		15 Richboynton Rd., Dover, NJ 07801	

<b>23. Star Gas Partners, L.P. et al</b>	<b>RESPONSIBILITY TO EMPLOYEES</b>					
	<i>Employment Practices</i>					
		\$7,500,000	10/1/10-11	St. Paul Mercury Ins. Co, EC09003584	\$42,000	Employment Practices - covers the listed exposures
	Retention	\$ 100,000				Covers discrimination, wrongful termination, hostile work environment and other peril as detailed in the policy for employee claims of this nature against the company.
<b>24. Petro Holdings, Inc.</b>	<i>Miscellaneous</i>					
	Various bonds covering the licensing of employees and various financial commitments	\$2,358,966 \$ 114,313			\$47,200 \$ 3,268	Financial guarantee bonds License/Permit bonds
<b>25. The Hampton Library at Bridgehamton</b>	<b>Owners and Contractors Protective Liability Policy</b>					
						OCP of Petro Inc
	General Aggregate	\$2,000,000	10/1/10-10/1/11	New Hampshire Ins. Co.	\$ 100	
	Each Occurrence	\$1,000,000		GL 480-74-64		
<b>26. Star Gas Partners, L.P. et al Shreve Oil</b>	<b>STORAGE TANK LIABILITY INSURANCE POLICY</b>					
	Per 'Storage Tank Incident'	\$1,000,000	11/10/10-11/10/11	ACE American Insurance Company	\$ 1,425	Covers bodily injury or property damage caused by a 'storage tank incident'
	Agg All 'Storage Tank Incidents'	\$1,000,000				
	Agg All 'Legal Defense Expenses'	\$1,000,000		A2466045A 003		

<b>Champion Energy &amp; Subs</b>	<b>General Liability</b>	\$2,000,000 General Aggregate	2/15/11-12	Zurich American Insurance Co. / GLO 2983557 10	\$ 75,386
		\$2,000,000 Products/Comp Ops Agg \$1,000,000 Personal/Advertising Injury \$1,000,000 Per Occurrence \$ 50,000 Damage to premises rented to you \$ 5,000 Medical Expense			
	<b>Employee Benefits Liability</b>	\$1,000,000 Each Act, Error or Omission \$1,000,000 Aggregate *Deductible applies to BI, PD, PA&I, EBL per occurrence, act, error or omission (depending on coverage)			
	<b>Automobile Liability</b>	\$1,000,000 Per Accident \$ 5,000 Medical Payments \$1,000,000 Uninsured Motorists	2/15/11-12	Zurich American Insurance Co. / BAP 2983556 10	\$238,887

<b>Workers Compensation</b>	\$1,000,000 Each Accident	2/15/11-12	American Zurich Insurance Co. / WC 2983555 10	\$328,506
	\$1,000,000 Policy Limit			
	\$1,000,000 Each Employee			
<b>Loss Fund</b>			Zurich American Insurance Co. /	\$ 48,915
<b>Fiduciary Run Off</b>	\$1,000,000 Aggregate Limit	05/10/10-07/09/13	Federal Insurance Company / 8170-9365	\$ 3,375
<b>Employment Practices Liability Run Off</b>	\$1,000,000 Aggregate Limit	05/10/10-07/09/13	Federal Insurance Company / 8158-4245	\$ 17,700

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**Schedule 5.31 Labor Matters****5.31 (a) & (b) - Collective Bargaining Agreements**

<u>DISTRICT/BRANCH NAME</u>	<u>CITY</u>	<u>STATE</u>	<u>UNION</u>	<u>UNION/ LOCAL</u>	<u>EXP. YEAR</u>	<u>EXP. MO/DAY</u>	<u>CLASS/Comments</u>
Petro - NNJ	Lakewood	NJ	Teamsters	469	2010	8/31	Negotiations still In progress
Petro - PA Buckley	Southampton Peace Dale	PA RI	Teamsters	107 251	2011		Garage Mechanics- New Contract in Progress Drivers, Service Technicians and Garage Mechanics - New Contract In Progress
Petro - RI	Multiple Sites	RI	Teamsters	251	2011	3/31	Drivers, Service Techs, Truck Mechanics - In Progress
Petro - CT	Norwalk	CT	Teamsters	191	2011	4/30	Service, Drivers and Mechanics - In progress
Petro - AP Woodson	Washington	DC	Teamsters	922	2011	6/30	Technicians & Drivers - Initial Bargaining Meeting to be scheduled shortly
Petro - AP Woodson	Washington	DC	Teamsters	639	2011	6/30	Garage Mechanics - Initial Bargaining Meeting to be scheduled shortly
Petro- NNJ	Lakewood	NJ	Teamsters	469	2011	8/31	Drivers, Service Techs, Mechanics* *5-6 employees covered under subagreement - expires 2010
Meenan Upper Darby	Upper Darby	PA	Teamsters	107	2011		Drivers and Dispatchers - New Contract In Progress

Meenan Tullytown	Tullytown	PA	Teamsters	830	2011	5/31	Drivers, Mechanics, Tank Installers - In Progress
Meenan - Budd Oil	Hackettstown	NJ	Teamsters	408	2011	8/1	Service Techs and drivers
Petro - CT	New Milford	CT	Teamsters	677	2012	4/30	Drivers, Garage Mechanics
Petro - PA	Southampton	PA	Teamsters	107	2012	6/30	Drivers
Petro - East	Plainview/Yaphank	NY	United Service workers Union	355	2012	7/1	Oil Burner Service Tech, Oil Delivery Drivers, Garage Mechanics (Yaphank) - Wage reopener 2011
Petro - NNJ	Whippany/Kenvil	NJ	Teamsters	469	2012	8/31	Drivers, Service Techs, Truck Mechanics
Petro - NNJ	South Plainfield	NJ	United Service workers Union	355	2012	8/31	Service Techs (SP) - Currently in negotiations
Petro - CT	North Haven	CT	Teamsters	443	2012	9/30	Drivers, Service Techs, Truck Mechanics
Petro - Central	Plainview	NY	United Service workers Union	355	2012	10/31	Garage Mechanics -Wage reopener in 2011
Meenan - Tullytown	Tullytown	PA	Pipefitters	420	2012	7/18	Servicemen, Installation Techs
Region Oil	Morris County NJ	NJ	Teamsters	469	2012	9/17	Drivers, Service Techs, Garage Mechanics
Wallace	Middletown	NY	Teamsters	445	2012	9/20	Drivers, Mechanic
Leffler	Various Cities	PA	Sheet Metal Workers	19	2012	9/30	Service Techs, Installers
C Hoffberger	Baltimore	MD	Teamsters	311	2012	6/5	Drivers
Lewis Oil	Plainview	NY	IAM	434	2012	5/31	Drivers, Mechanics, Technicians
Petro - PA	Reading	PA	Teamsters	429	2013	2/28	Drivers, Servicemen, Mechanics
Atlas/Glenmore	Boston	MA	Teamsters	25	2013	4/30	Drivers and Mechanics
Atlas/Glenmore	Boston	MA	Teamsters	25	2013	4/30	Service Technicians
Petro - CT	New Milford	CT	Pipefitters	777	2013	8/31	Oil Burner Technicians
Petro - PA	Southampton	PA	Pipefitters	420	2013	9/30	Service Techs, Installers

Petro - NYC	Maspeth, Bayside	NY	Teamsters	553	2013	12/15	Drivers, Service Techs, Truck Mechanics
Meenan - Wantagh	Wantagh	NY	IUE-CWA	463	2013	6/30	Inside office Clerical and Sales
Hoffman - Bridgeport	Bridgeport	CT	Plumbers and Steamfitters	777	2013	6/30	Technicians and Apprentices
Hoffman - Danbury	Danbury	CT	Plumbers and Steamfitters	777	2013	4/4	Mechanics, Technicians, Installers and Apprentices
Hoffman - Danbury	Danbury	CT	Plumbers and Steamfitters	777	2013	5/31	Drivers
Petro - West	Hicksville/Patterson	NY	Teamsters	553	2014	1/15	Drivers - Vote 1/15--30 days after New York Master vote.
Petro - Ryan	Ryan Oil	NY	Teamsters	456	2014	1/31	Drivers, Service tech and garage tech
Woods Heating	East Providence	RI	Teamsters	251	2014	3/31	Service Techs
Meenan - Wantagh	Nassau/Suffolk Counties	NY	Teamsters	553	2014	1/15	Drivers - Vote 1/15--30 days after New York Master vote.
Meenan - Wantagh	Wantagh	NY	IUE-CWA	463	2014	2/28	Service Techs
Region Oil	North Franklin	NJ	IBT	560	2014	2/28	Drivers
Love/Effron	Westchester/Putnam	NY	Teamsters	456	2014	11/30	Service Techs, drivers and Mechanics
Burke Fuel	Westchester/Putnam	NY	Teamsters	456	2014	12/31	Drivers, Techs and Terminal Employees

**5.31(c) Known Ongoing Organizing Activity**

Petro PA/SJ district has 15-18 installers in their South New Jersey locations (Princeton and Pennsauken) who have signed enough cards to require a vote on whether they should be represented by Local 19 of the Sheet Metal Workers Union.

**5.31(d) Threatened strikes, work stoppages, material unfair labor practice claims or other material labor disputes**

18.2.1. **None**



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**Schedule 5.32 Fixed Price Supply Contracts**

18.2.2. **None**

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**Schedule 6.20 Other Investments**

Petroleum Heat and Power Co., Inc. at May 12, 2011, has two Money Market accounts totaling \$2,011,215 as follows:

J.P. Morgan Asset Management	Account #5015888	\$2,011,215
Banc of America Securities LLC	Account #249-01053-1-5 MSM	\$ 0



AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

dated as of June 3, 2011

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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## AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

THIS 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 July 2, 2009 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 July 2, 2009 (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 Pledge and Security Agreement dated as of July 2, 2009 (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 an Amended and Restated Credit Agreement dated as of June 3, 2011 (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.

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1.3. Definitions of Certain Terms Used Herein. 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).

“Original Closing Date” means December 17, 2004.

“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.

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“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 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 Closing 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.

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“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;
  - (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 in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e).

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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

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(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

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 the effect of impairing the rights of the Collateral Agent in respect of such Pledged Collateral.

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(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 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.

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**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 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.

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

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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, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

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## 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 Closing Date and any references therein to the Existing Credit Agreement or Existing Security Agreement, as applicable, include such agreements as amended. After the Closing 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 17.5% 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 22.5% 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 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.

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## 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 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.



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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.

[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: \_\_\_\_\_

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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: 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



---

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):
  - (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): 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 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): 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 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): 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 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): 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 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): 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 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

---

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): 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 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: 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 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: 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 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

**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
Rye Fuel Company	TD BANKNORTH	902-9602805
J. J. Skelton Oil Company	BANK OF AMERICA	9429-168050
J. J. Skelton Oil Company	SOVEREIGN	240-1504818
C. Hoffberger Company	BANK OF AMERICA	9429-168026
Lewis Oil Company	HSBC	947-09182-3
Lewis Oil Company	CITIBANK	008-03890-3
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

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**EXHIBIT C**

(See Section 3.7 of Security Agreement)

LETTER OF CREDIT RIGHTS

None

CHATTEL PAPER

None

**EXHIBIT D**

(See Section 3.10 and 3.11 of Security Agreement)


**INTELLECTUAL PROPERTY RIGHTS****PATENTS**




<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
N/A			




**PATENT APPLICATIONS**


<u>Name of Grantor</u>	<u>Patent Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
N/A			

**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, 2011  Renewal filed on 5/10/2011  Awaiting acceptance from USPTO.	Active Registration.
OIL DIRECT GET THAT WARM FEELING FOR LESS	2,538,481	February 12, 2002	International Class 39 - Delivery of residential home heating oil by truck.	Petroleum Heat and Power Co., Inc.	Renewal due February 12, 2012	Active Registration. To be revisited in 2012.
	2,363,100	June 27, 2000	International Class 39 - Delivery of residential home heating oil by truck.	Petroleum Holdings, Inc.	Renewal due June 27, 2010	Cancelled: January 28, 2011
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.	Petroleum Heat and Power Co., Inc.	Renewal due May 8, 2021	Active Registration.
			International Class 42 - Inspection services for others in the field of above-ground and underground fuel oil heating systems, provided through a service plan.			
DEBLOIS	2,892,718	October 12, 2004	International Class 4 - Fuel oil for heating purposes.	Petro Holdings, Inc.	Renewal due 10/12/2014	Active Registration. To be revisited in 2014.
			International Class 35 - Fuel oil distribution services.			
			International Class 37 - Installation, repair and maintenance of fuel oil equipment			
	2,171,734	July 7, 1998	International Class 4 - Fuel oil.	Petroleum Heat and Power Co., Inc.	Renewal due July 7, 2018	Active Registration.
			International Class 37 - Oil burner and boiler regulation and repair services.			
			International Class 39 - Delivery of heating oil by truck.			
	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.


<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 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.	Sections 8 & 15 due between October 14, 2013 and October 14, 2014	Active Registration. To be revisited in 2013.
House and Hand Design 	77/215,448	June 26, 2007	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.	Notice of Abandonment: 10/27/2008	As anticipated, rec'd Office Action challenging generic aspect of mark. Discussed with J. McDonald and no use can be shown beyond use with the word PETRO so will allow mark to be abandoned.
PETRO and Design (House and Hand) 	77/214,886	June 25, 2007	International Class 37 – Installation, maintenance and repair of security alarm systems for police, fire and medical emergencies for residential and commercial use.	Petroleum Heat and Power Co., Inc.	Notice of Abandonment: 6/1/2009	

<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>
House and Hand Design 	77/215,005	June 25, 2007	International Class 37 – Installation, maintenance and repair of security alarm systems for police, fire and medical emergencies for residential and commercial use.	Petroleum Heat and Power Co., Inc.	Notice of Abandonment: 10/27/2008	Received notice of allowance and statement of use coming due shortly but discussed with J. McDonald and no use can be shown beyond use with the word PETRO so will allow mark to be abandoned.
PETRO PROTECTION SERVICES	77/214,244	June 25, 2007	International Class 37 – Installation, maintenance and repair of security alarm systems for police, fire and medical emergencies for residential and commercial use.	Petroleum Heat and Power Co., Inc.	Notice of Abandonment: 6/1/2009	
PETRO SECURITY SERVICES	77/214,260	June 25, 2007	International Class 37 – Installation, maintenance and repair of security alarm systems for police, fire and medical emergencies for residential and commercial use.	Petroleum Heat and Power Co., Inc.	Notice of Abandonment: 6/1/2009	
PETRO (Word Mark)	85/248,316	February 22, 2011	IC4 - Fuel oils. IC37 – HVAC contracting services, namely, installation, maintenance and repair of HVAC systems; plumbing services, namely installation, maintenance and repair. IC39 – Delivery of heating oil by truck.	Petroleum Heat & Power Co.	Newly filed application. Awaiting review from Examining Attorney.	Pending



MARK	REG. NO.	REG. DATE	GOODS	OWNER	NEXT ACTION DUE	NOTES
	2,100,059	September 23, 1997	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, 2012	Active Registration. To be revisited in 2012.
	1,572,413	December 19, 1989	International Class 37 – Installation, repair and maintenance of heating equipment.  International 42 – Heating oil distributorship services.	Meenan Oil Co., L.P.	Renewal Due: December 19, 2019	Active Registration.
TRU GAS	2,932,543	March 15, 2005	International Class 4 – Liquid propane gas for use with gas appliances.	Inergy Propane, LLC	Renewal Due: March 15, 2015	Active Registration. We do not Maintain.  Per instruction of J. McDonald, this mark is not maintained by Star Gas; it belongs to Inergy. Therefore, nothing is to be done for this mark.

<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>
STAR GAS	2,896,721	October 26, 2004	International Class 4 – Liquid propane gas for use with gas appliances.  International Class 35 – Retail and wholesale distributorship of propane gas.	Inergy Propane, LLC	Sections 8 & 15 due between October 26, 2009 and October 26, 2010.	Active Registration.  Per instruction of J. McDonald, this mark should be in Star Gas's name. Need to change ownership in connection with next due date. Star Gas maintains this mark.  Conference with J. McDonald, Rich and Rich on 9/28/2010, allow registration to become abandoned.
 BLUE FLAME	2,778,808	November 4, 2003	International Class 4 – Liquid petroleum gas.	Star Gas Corporation	Sections 8 & 15 due between November 4, 2008 and November 4, 2009.	Cancelled Under Section 8: 6/12/2010  Per instruction of J. McDonald, this mark is not maintained by Star Gas; it belongs to Inergy. Therefore, nothing is to be done for this mark.

<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>
	1,769,632	May 11, 1993	International Class 4 – Liquid propane gas for use with gas appliances.	Inergy Propane, LLC	Renewal Due: May 11, 2013	<p>Active Registration. To be revisited in 2013.</p> <p>Per instruction of J. McDonald, this mark should be in Star Gas's name. Need to change ownership in connection with next due date. Star Gas maintains this mark.</p> <p>Conference with J. McDonald, Rich and Rich on 9/28/2010, we will revisit in May, 2012 re use of the mark and clean up of title.</p>
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	Sections 8 & 15 due between March 11, 2013 and March 11, 2014	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>
LEFFLER ENERGY	2,858,853	June 29, 2004	International Class 35 – Wholesale distributorships and retail services featuring oil, gasoline and other petroleum products  International Class – 37 Maintenance and repair of equipment utilizing oil, gasoline and other petroleum products, namely furnaces, boilers, hot water heaters and like equipment.	Richland Partners, LLC	Renewal Due: June 29, 2014	Active Registration. To be revisited in 2014.
STAR GAS	2,905,698	November 30, 2004	International Class 37 – Installation, repair and maintenance of liquid propane gas equipment.	Stellar Propane Service, LLC	Sections 8 & 15 due between November 30, 2009 and November 30, 2010	Active Registration.  Per instruction of J. McDonald, this mark should be in Star Gas's name. Need to change ownership in connection with next due date. Star Gas maintains this mark.  Conference with J. McDonald, Rich and Rich on 9/28/2010, allow registration to become abandoned.
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.	Sections 8 & 15 due between May 6, 2013 and May 6, 2014	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>
LEFFLER Logo Design	77/215,690	6/26/2007	International Class – 27 HVAC contracting services, namely, installation, maintenance and repair of heating, ventilation and cooling systems, plumbing services, namely installation, maintenance and repair	Star Gas Corporation	Notice of Abandonment: 5/14/2008	Office Action received citing almost identical mark. Conference with J. McDonald – further prosecution of mark ceased and application will be allowed to lapse.
LEFFLER ENERGY (Word mark)	77/215,503	6/26/2007	International Class – 27 HVAC contracting services, namely, installation, maintenance and repair of heating, ventilation and cooling systems, plumbing services, namely installation, maintenance and repair	Star Gas Corporation	Notice of Abandonment: 2/13/2009	Decision was made to abandon this mark and file new application in correct owner's name.
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.

<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>
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

The following trademarks are protected under common law rights. There are no federal registrations issued or pending with the United States Patent and Trademark Office at this time.

HALLER STOWE	LEWIS AIR CONDITIONING
SHELLY FUEL	CHAMPION ENERGY AIR CONDITIONING
MAHOPAC FUEL	F & R FUEL
HOFFMAN AIR CONDITIONING	RCF FUEL
CHICKOS OIL	A & S FUEL
BELLMORE FUEL	HANCOCK OIL
KURZ OIL	FUEL EXPRESS
MARINE PARK	GOODWIN OIL
STERLING - COASTAL FUEL	NORTHERN COMFORT
VICO	FUELMAN

**EXHIBIT E**  
(See Section 3.11 of Security Agreement)

**TITLE DOCUMENTS**

I. Vehicles subject to certificates of title:

All the following vehicles with an FAS # (fixed asset schedule #) and excluding those notated as leased by use of a lease number or an "x".

**Allentown Roster - Tank**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity A / S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
1601	2004	INTHR	7600	5000/A	1HTWYAXT54J085266	18662	
1603	2006	FRGHT	M2-106	3600/A	1FVFCYDC16HW39152		212697
1604	1997	INT'L	4900	3400A	1HTSDAANI VH451317	16337	
1605	1981	INT'L	S1900	3000A	1HTAA1854BH30006	11981	
1637	1994	FORD	F800	2800/A	1FDXK84E6RVA21069	11356	
1638	1988	INTHR	S1954	3000/A	1HTLDTVN8JH554805	11328	
1639	1987	INTHR	S1954	3000/A	1HTLDTVR6HHA26731	11327	
1642	1990	INTHR	4900	2800/A	1HTSDTVN3LH216565	11336	
1643	1979	MACK	MR606	4400/A	MR606S1017	11323	

**Allentown Roster - Service**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
S300	2000	FORD	E-250	VAN	1FTNE2422YHA38633		139897
S302	2003	FORD	E250	VAN	1FTNE24263HB26139		168723
S305	2002	FORD	E250	VAN	1FTNE24252HB12585		163428
S306	2005	FORD	E-250	VAN	1FTNE24W45HB22662		196105
S307	2005	FORD	E-250	VAN	1FTNE24W65HB22663		196106
S308	2005	FORD	E-250	VAN	1FTNE24W65HB22680		196090
S346	2003	FORD	E-250	VAN	1FTNE24213HB26081		168597
S347	2003	FORD	E-250	VAN	1FTNE24233HB26082		168598

**Allentown Roster - Misc**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Type</u>	<u>Vin #</u>	<u>FAS #</u>	<u>Lease #</u>
M142	1990	FORD	F250	PICK UP	2FTEF25Y6LCA41955	11059	
M144	2003	FORD	E-450	VAN/BOX	1FDXE45F43HA02663		169237
M145	1988	GMC	BRIG	TANK	1GDM8C1YXJV602615	11350	
M146	2007	FORD	F-250	PICKUP	1FTNF21527EA57646		495593
M149	2001	FORD	E250	VAN	1FTNE24281HB432408		156637

**Allentown Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1602	1981	FORD	C8000	3400A	1FDXD80U7BVJ03130	11100	
X1636	1985	FORD	C8000	3400/A	1FDYD80U2FVA36546	11372	
X1641	1976	FORD	LN8000	3000/A	R80DVA38328	11322	
XM1330	1988	FORD	E350	VAN	1FTJE34H6JHC20432		48970
XS301	2000	FORD	E250	VAN	1FTNE2429YHA38631		139895
XS335	1994	FORD	E-350	VAN	1FTJE34H0RHB84619		68884

**Arlington Roster - Tanks**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1251	1986	FORD	L8000	3200/A	R2291VA RECONSTRUC	11845	
1252	1988	FORD	L8000	3200/A	1FDYR80U9JVA38594	11843	
1254	1981	INTHR	S1854	2800/2/A	1HTAA1858BHA28940	6531	
1255	2008	FRGHT	M2-106	3000A	1FVACYDJ58HZ05493		N/A
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	

**Arlington Roster - Tractors**

Fleet #	Year	Make	Model	# Axles	VIN #	FAS #	Lease #
1281	1987	FORD	LS8000	3	1FDZU90W0HVA59449	18231	

**Arlington Roster - Trailers**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1291	1977	HEIL		8000/A	929632	18232	

**Arlington Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S601	2009	FORD	E250	VAN	1FTNE24W29DA72969		N/A
S602	2009	FORD	E250	VAN	1FTNE24W09DA72971		N/A
S603	2010	FORD	E250	VAN	1FTNE2EW8ADA72767		N/A
S604	2010	FORD	E250	VAN	1FTNE2EW0ADA72763		N/A
S617	2000	FORD	E250	VAN	1FTNE242XYHA38606		139763
S624	2005	FORD	E250	VAN	1FTNE24W35HB22636		196075
S625	2005	FORD	E250	VAN	1FTNE24W95HB22639		196078
S626	2005	FORD	E250	VAN	1FTNE24W76HA60840		205551
S627	2006	FORD	E250	VAN	1FTNE24W96DA97119		495645



**Arlington Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M41	2007	FORD	F250	PICKUP	1FTNEF21577EA57643		
M42	1996	CHEV	C20	UTILITY	1GCGC24R9TZ204158	6573	495919
M43	2000	FORD	E250	VAN	1FTNE2420YHB22076		143352

**Arlington Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
XM206		JOHN					
	1981	DEERE	410D	BACKHOE	410D369886T	11853	
XM207	1988	E-BEAVER	9 TON FL	TRAILER	112HDB204JT090675	11854	
XS600	2002	FORD	E250	VAN	1FTNE24212HB72900		165071
XS621	2000	FORD	E250	VAN	1FTNE2427YHB22074		145350
XS622	2000	FORD	E250	VAN	1FTNE2422YHB22077		145353
XS628	2006	FORD	E250	VAN	1FTNE24W76DA97118		495644

**Baltimore Roster - Tanks**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1700	1982	GMC	Topki	3000/A	1GDP7D1Y1CV572848	17714	
1702	2007	FRGHT	M2-106	3600/1	1FVFCYDC77HY19351		N/A
1704	2008	FRGHT	M2-106	3000/A	1FVACYDJ18HZ05491		N/A
1705	2008	FRGHT	M2106	3400/2	1FVFCYDJ18HZ05500		N/A
1706	1989	GMC	TOPKI	2800/A	1GDM7D1Y1KV516801	17971	
1708	1986	FORD	CF7000	2300/A	9BFXH70P6GDM00666	18208	
1709	2009	FRGHT	M2106	3300/A	1FVACYDJ39HAF2463		N/A
1710	1985	FORD	LN8000	3000/A*1	1FDXR80U6FVA47899	12140	
1711	1981	WHITE	EXPED 2	4400/A*2	1WXDCHAC9BN048145	4806	
1712	1980	FORD	C8000	3000/A	D80UVGJ6745	18273	
1714	1988	GMC	BRIGI	3400A	1GDM8C1Y6JV601252	18732	
1715	1977	WHITE	ROAD EX	2800*A	3ARDSFD010686	18270	
1717	2010	FRGHT	M2-106	3400A	1FVACYBSXADAR4298		N/A
1718	2010	FRGHT	M2-106	3300A	1FVACYBS1ADAR4299		N/A
1719	1989	FORD	F700	2200S	1FDPF70H8KVA16735	18768	
1720	1990	FORD	LS8000	3200A	1FDYS82A1LYA03199	19045	
1721	1978	WHITE	EXPII	3500 A	3ARFMSB020876	19107	
1722	2011	INTL	4300	3499	1HTMMAAN2BH382125		N/A
1723	1979	INTHR	S1950	3000/A*1	AA195JHA16053	4760	
1727	1980	VOLVO	F613	2000/A*2	F6134X2007308	4863	
1747	1989	FORD	LN8000	2800/A*1	1FDXR82A5KVA35000	4889	
1748	1986	FORD	LN8000	3000/A*2	1FDXR80U6GVA20428	4888	
1752	1994	MACK	MS300P	2800/A/1	VG6M118B7RB300948	12183	
1753	2005	INTHR	7400	3600/A*1	1HTWCAAR25J045773	18627	
1754	2005	INTHR	7400	3600/A*1	1HTWCAAR65J045775	18629	
1770	1984	INTER	S1950	2700/A 1	1HTLDTVN9EHA64883	4772	

1776	2002	FRGHT	FL80	3300/A*2	1FVABXAK12HJ84977	18217	
1777	2002	FRGHT	FL80	3000/A*1	1FVABXAK22HJ84986	18218	
1784	2006	FRGHT	M2 106	3600/A*1	1FVFCYDCX6HW39151		212696
1785	1989	PTRBLT	227	2800/A*2	9DWWT7J26LC012839	12614	
1791	1981	INTL	1800	3000/2/A	1HTAA1859BHA29496	10806	

**Baltimore Roster - Tractors**

Fleet #	Year	Make	Model	# Axles	VIN #	FAS #	Lease #
1786	1985	MACK	R686ST	2	1M2N179Y0FA099521	4936	
1789	1996	INT'L	8200	2	1HSHGAER7TH272067	12040	

**Baltimore Roster - Trailers**

Fleet #	Year	Make	Capacity A / S	# Axles	VIN #	FAS #	Lease #
1787	1983	FRUEHF	9200/A	2	1H4TO4120EK006010	4909	
1788	1988	FRUEHF	8500/A	2	1H4T04329JL012101	4908	

**Baltimore Roster - Service**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
S401	2009	FORD	E250	VAN	1FTNE24W99DA72970		N/A
S402	2009	FORD	E250	VAN	1FTNE24W09DA72968		N/A
S403	2010	FORD	E250	VAN	1FTNE2EW4ADA72765		N/A
S404	2010	FORD	E250	VAN	1FTNE2EW2ADA72764		N/A
S406	2000	FORD	E250	VAN	1FTNE2426YHB27427		145501
S407	2000	FORD	E250	VAN	1FTNE2426YHB27430		145504
S408	2006	FORD	E250	VAN	1FTNE24W16DA97115		495641
S409	2010	FORD	E250	VAN	1FTNE2EW6ADA72766		N/A
S410	2002	FORD	E250	VAN	1FTNE24282HB24522		163926
S412	2004	FORD	F350	OP UTILITY	1FDSF35L34EC37050		187846
S414	2008	FORD	E250	VAN	1FTNE24W38DA15338		500437
S415	2008	FORD	E250	VAN	1FTNE24W58DA15342		500441
S416	2008	FORD	E250	VAN	1FTNE24W18DA15340		500439
S418	2008	FORD	E250	VAN	1FTNE24W58DA15339		500438
S419	2008	FORD	E250	VAN	1FTNE24W78DA15343		500442
S453	2000	FORD	E250	VAN	1FTNE2421YHB22104		145406
S461	2003	FORD	E250	VAN	1FTNE24263HB26111		168632
S462	2003	FORD	E250	VAN	1FTNE24253HB26116		168643
S464	2003	FORD	E250	VAN	1FTNE242X3HB26113		168637
S465	2003	FORD	E250	VAN	1FTNE24233HB26115		168641
S466	2003	FORD	E250	VAN	1FTNE24213HB26114		168639
S467	2003	FORD	E250	VAN	1FTNE24283HB26112		168634
S468	2004	FORD	E250	VAN	1FTNE24W74HB12951		188403

S470	2004	FORD	E250	VAN	1FTNE24W24HB12954		188401
S471	2001	FORD	E150	VAN	1FTRE14281HB36244		154635
S476	2005	FORD	E250	VAN	1FTNE24W15HB22635		196074
S477	2005	FORD	E250	VAN	1FTNE24W75HB22641		196080
S478	2005	FORD	E250	VAN	1FTNE24W55HB22637		196076
S479	2005	FORD	E250	VAN	1FTNE24W25HB22644		196083
S480	2005	FORD	E250	VAN	1FTNE24W95HB22642		196081

#### Baltimore Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M166	2009	FORD	F250	4X4	1FTNF215X9EA90364		N/A
M168	2009	FORD	E450	CUTAWAY	1FDXE45S49DA72998		N/A
M170	2006	FORD	E350	CUTAWAY	1FDWE35L56HB19880		496284
M171	2001	FORD	E250	VAN	1FTNE24201HB14808		153690
M172	1995	FORD	F250	UTILITY	1FTHF26H3SLA07570		100247
M174	2004	FORD	F350	PICK UP	1FTSF31P54EB58685		178036
M176	2001	FORD	E450	CUTAWAY	1FDXE45F91HA43366		157530
M179	2009	NISSAN	FG25	FORKLIFT	AZK901211		N/A
M181	1989	HINO	FD	RACK	JHBF174XK2S11637	7980	
M182	1997	FORD	F350	UTILITY	1FDKF37H4VEA03767		120706
M186	2008	FORD	E450	UTIL	1FDXE45S48DA14422		499826
M188	2004	FORD	E350	CUTAWAY	1FDWE35L54HA98851		188263
M192	2000	FORD	E250	VAN	1FTNE2421YHB22099		145401
M193	1988	FORD	LN8000	DUMP TRUCK	1FDYR82A4JVA46136	11851	
M196	2000	FORD	E250	VAN	1FTNE242XYHB22103		145405
M197	2000	FORD	E250	VAN	1FTNE2425YHA38643		139935
M199	2009	PACE/AMER	WS46SALD	4X6 TRAILER	40LFB06169P158491		N/A

#### Baltimore Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1744	1986	FORD	LN8000	2800 A 1	1FDXR80U9GVA09729	4887	WC
XM177	2002	FORD	E450	CUTAWAY	1FDXE45F92HB11103		167243
XM180	2000	FORD	E250	VAN	1FTNE242XYHA38640		139916
XM184	1999	FORD	F350	4X2 REG CHA	3FDWF36SXXMA38213		143960
XM185	1993	FORD	E350	VAN	1FTJE34M4PHA26682	12257	
XM187	1986	GMC	7000	STAKE BD	1GDM7D1B5GV511376	6532	JPM
XM189	1995	FORD	E250	PICK UP	1FTHF26H2SNA02137		100249
XM190	2001	FORD	E250	VAN	1FTNE24221HB18312		153710
XM198	2000	FORD	E250	VAN	1FTNE2424YHB22078		145354
XS405	2000	FORD	E250	VAN	1FTNE2422YHA36235		139732
XS441	2000	FORD	E250	VAN	1FTNE2423YHA38639		139915
XS451	2000	FORD	E250	VAN	1FTNE2424YHB22100		145402
XS458	2001	FORD	E250	VAN	1FTNE24261HB18314		153712
XS463	2003	FORD	E250	VAN	1FTNE24243HB26110		168630

**Kenvil Roster - Tanks**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity A / S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
1325	2009	FRGHT	M2106	3300/A	1FVACYDJX9HAF2461		N/A
1326	1988	FORD	L8000	3300-2-A	1FDYS80U0JVA53845	10738	
1327	2005	INTL	7600	5000/A	1HTWYSBT55J045798	18742	
1328	2010	FRGHT	M21	3300A	1FVACYBS8ADAR4297		N/A
1329	2010	FRGHT	M21	5000A	1FVHC5CVXADAR5182		N/A
1330	1985	FORD	L8000	3000 A	1FDXR80UGFVA46784	13184	
1352	1988	FORD	L-8000	3300.A	1FDYS80U4JVA53847	10435	
1354	1988	FORD	L-8000	3300/A	1FDYS80U2JVA53846	10436	
1368	1995	INTL	4400	3400/A	1HTSG0009SH653003	10487	
1370	1995	FORD	L-8000	2950/A	1FDXR82E1SVA12056	10488	
1375	1986	INTL	S-1900	2800/A	1HTLDTVN8GHA58172	10503	
1379	1985	MACK	MR685S	5000/A	1M2K127C1FM007859	10527	
1380	1994	FORD	L-8000	2800/A	1FDXR72C3RVA17763	10533	
1384	1995	FORD	L-8000	3000/A	1FDXR82E6SVA22209	10560	
1387	1986	FORD	LN-8000	3600/A	1FDXR80U9GVA08208	11923	
1389	1995	FRGHT	FL70	2800/A	1FV6HLBA8SL664594	12017	
1390	1997	FRGHT	FL70	2800/A	1FV6HLBA0VH828508	12018	
1391	2002	FRGHT	FL70	2800/A	1FVABTBS82HJ53135	12020	
1392	2005	INTL	7600	5000/A	1HTWYSBT35J045783	18628	
1393	2005	INTL	7600	5000/A	1HTWYSBT55J045784	18630	

**Kenvil Roster - Service**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
S001	2005	FORD	E250	VAN	1FTNE24W75HB22624		196022
S005	2009	FORD	E250	VAN	1FTNE24W99DA72967		N/A
S006	2009	FORD	E250	VAN	1FTNE24W19DA72963		N/A
S007	2009	FORD	E250	VAN	1FTNE24W59DA72965		N/A
S009	2008	FORD	E250	VAN	1FTNE24W08DA15345		500444
S011	2005	FORD	E250	VAN	1FTNE24W45HB22659		196102
S012	2005	FORD	E250	VAN	1FTNE24W05HB22660		196103
S013	2005	FORD	E250	VAN	1FTNE24W25HB22661		196104
S014	2010	FORD	E250	VAN	1FTNE2EWOADA72777		N/A
S015	2010	FORD	E250	VAN	1FTNE2EWOADA72780		N/A
S024	2008	FORD	E250	VAN	1FTNE24W98DA15344		500443
S090	2001	FORD	E250	VAN	1FTNE24211HB18320		153718
S092	2003	FORD	E250	VAN	1FTNE24233HB26101		168619
S094	2003	FORD	E250	VAN	1FTNE24273HB26103		168621
S095	2006	FORD	E250	VAN	1FTNE24W86DA97113		495639
S096	2006	FORD	E250	VAN	1FTNE24WX6DA97114		495640
S097	2006	FORD	E250	VAN	1FTNE24W26DA97110		495636
S098	2006	FORD	E250	VAN	1FTNE24W46DA97111		495637

**Kenvil Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M71	1987	FORD	F350	RACK	1FDKF37H6HNB08721	18921	
M72	2002	FORD	F450	UTILITY	1FDXF4742EC65343		164571
M73	2000	YALE	FORKLIFT	FORKLIFT	AH108246	10536	
M74	2007	FORD	F250	PICKUP	1FTNF21557EA57642		495918
M77	1984	FORD	L-9000	4400/A	1FDZY90WXEVA31383	10426	
M78	2000	FORD	E250	VAN	1FTNE2428YHB22116		145447

**Kenvil Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1358	1985	WHITE	EXP II	3400A	1WXDAHAD5FN104490	10449	JPM
X1362	1985	INTL	S1900	TANK	1HTLDTVN4FHA62136	10463	
X1365	1987	WHITE	EXP II	4400/A	1WXDCHJD3HN123889	10471	
X1377	1990	WHITE	WX64	5000/A	4V2DCFMD5LN629539	10511	
X1388	1982	MACK	MR685S	4400S	1M2K127C7CM005044	11941	
XC8	1997	DODGE	DAKOTA		1B7FL26X8V246484	12024	
XM1077	1996	FORD	TK2	VAN	1FTJE34Y2THA01261		109426
XM1361	1980	FORD	C-8000	TANK	D80UVGG9621	10534	
XM75	1985	CHEVY	C20	9500	1GBGC24M1FJ186119	10427	
XM76	1997	FORD	VAN	UTILITY	1FDKF38G3VEA60127		120734
XM79	1994	FORD	E350/DS	VAN	1FTJE34M6RHB48043	10494	
XM80	1989	ISUZU	BOX	TRUCK	JALB4B1H9K7005512	10338	
XM002	2000	FORD	E250	VAN	1FTNE2427YHB22110		145429
XS003	2000	FORD	E250	VAN	1FTNE2426YHA36237		139734
XS082	2000	FORD	E250	VAN	1FTNE242XYHB22084		145378
XS087	2001	FORD	E250	VAN	1FTNE24251HB18322		153720
XS091	2002	FORD	E250	VAN	1FTNE24232HB54379		164410
XS093	2003	FORD	E250	VAN	1FTNE24253HB26102		168620

**Lakewood Roster - Tanks**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1451	2008	FRGHT	M-2106	3000A	1FVACYDJ38HZ05492		N/A
1452	1988	FORD	L-8000	2800/A	1FDXR82A4JVA00320	13217	
1453	2009	FRGHT	M2106	3300/A	1FVACYDJ19HAF2462		N/A
1457	1985	FORD	L-8000	3000/A	1FDXR8OU1FVA70801	13182	
1459	1984	FORD	L-8000	3000/A	1FDXR8OU3EVA59345	13185	
1463	1980	FORD	C-8000	3100/A	D80UVJG5658	13207	
1465	1990	INTL	4900	2800/A	1HTSDTVN7LH264375	13229	
1467	2004	INTL	7600	5000/A	1HTWYAXT34J085265	18658	
1469	2002	FRGHT	FL80	3000/A	1FVABXAK82HJ84989	18215	
1470	2007	FRGHT	M-2106	3600/A	1FVFCYDC57HY19350		N/A
1480	1996	FORD	L-8000	3400/A	1FDXR82E1TVA14536	17849	

1481	2001	FRGHT	FL-70	2800/A	1FVABTBS41HJ23905	17850
1485	2005	STERLING	ACT	2800/A	2FZACGDC05AU93637	17874

**Lakewood Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S151	2002	FORD	E-250	VAN	1FTNE242X2HB24487		163297
S155	2003	FORD	E350	UTILITY	1FDSE35L33HB94703	17855	
S156	2004	FORD	F250	UTILITY	1FTNX21L64EA56510	17856	
S157	2006	FORD	E350 EXT	VAN	1FTSSE34L96HB25789	17857	
S158	2007	FORD	E350	VAN	1FTSE34L57DA82388	17857	
S160	2004	CHEVROLET	G25	VAN	1GCGG25U141117166	17876	
S161	2010	FORD	E-250	VAN	1FTNE2EW4ADA72779		N/A
S162	2010	FORD	E-250	VAN	1FTNE2EW2ADA72781		N/A
S163	2010	FORD	E-250	VAN	1FTNE2EW9ADA72776		N/A
S172	2000	FORD	E-250	VAN	1FTNE2427YHA36229		139720
S173	2000	FORD	E-250	VAN	1FTNE2423YHA36230		139722
S177	2000	FORD	E-250	VAN	1FTNE2422YHB22113		145439
S178	2000	FORD	E-250	VAN	1FTNE2424YHB22114		145440
S184	2002	FORD	E-250	VAN	1FTNE24292HB60896		165070
S186	2003	FORD	E-250	VAN	1FTNE24293HB26104		168622
S188	2003	FORD	E-250	VAN	1FTNE24223HB26106		168624
S189	2003	FORD	E-250	VAN	1FTNE24243HB26107		168626
S190	2003	FORD	E-250	VAN	1FTNE24263HB26108		168627
S192	2005	FORD	E-250	VAN	1FTNE24W05HB22657		196099
S195	2006	FORD	E-250	VAN	1FTNE24W06DA97123		495649
S196	2006	FORD	E-250	VAN	1FTNE24W26DA97124		495650
S197	2006	FORD	E-250	VAN	1FTNE24W46DA97125		495651

**Lakewood Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M91	1998	CHEVY	S-10	PICK-UP	1GCCS144XWK133470	17851	
M93	2004	FORD	F-250	PICKUP	1FTNF21L64EA64027		178733
M95	1951	HYSTER	H20E	FORKLIFT	BID4740K	N/A	
M96	2003	FORD	E-350	PICKUP	1FTSF31L03EA11671		165064
M97	2000	FORD	E-250	VAN	1FTNE2425YHA36231		139727
M98	2000	FORD	E-450	CUBE	1FDXE45S4YHB88984		153172
M99	2001	FORD	E-450	CUBE	1FDXE45S21HB42608		155858

**Lakewood Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1464	1989	FORD	C-8000	3100/A	1FDYD80U0KVA01966	13206	
X1466	1980	FORD	C-8000	3400/A	D8OUVJA9283	13181	
XM92	1986	FORD	E-350	CUBE	1FDKE37H2GHB57673	313219	

XM94	1994	FORD	F-250	PICKUP	2FTHF26H6PCB04635		55040
XS150	2002	FORD	E250	VAN	1FTNE24232HB24475		163296
XS152	1998	FORD	E250	VAN	1FTNE24L4WHB24032	17852	
XS153	2001	FORD	E250	VAN	1FTNE24L11HA37178	17853	
XS154	2002	FORD	E250	VAN	1FTNE24L12HB12821	17854	
XS191	2004	FORD	E250	VAN	1FTNE24W04HB12953		188404
XS193	2000	FORD	E-250	VAN	1FTNE2424YHA38620		139798

#### Pennsauken Roster - Tank

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1500	2007	FRIGHT	M-2106	3600/A	1FVFCYDC97HY19352		N/A
1501	1979	FORD	LN-8000	3000/A	R80DVDC8864	10881	
1502	2008	FRGHT	M-2106	3200A	1FVACYDJ68HZ205504		N/A
1505	1999	STERLING	CONVT	2800/A	2FZHLJAA3XA982583	17813	
1506	2005	INTL	7400	5600/A	1HTWCAAR15J006527		
1529	1988	GMC	7000	2800/A	J8DM7A1SXJ3300033	10949	
1531	1998	KEN	T300	2800/A	3NKMHD7XOWF763665	10973	
<b>1536</b>	<b>1988</b>	<b>FORD</b>	<b>LN-8000</b>	<b>2800/A</b>	<b>1FDXR80UXJVA48790</b>	<b>10989</b>	
1537	2000	KEN	T300	2800/A	1NKMHD7X9YS830088	10991	
1538	2005	INTL	7600	5000/A	1HTWYSBT65J045793	18753	

#### Pennsauken Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S202	2004	FORD	E-250	VAN	1FTNE24WC4HA33671		184025
S204	2005	FORD	E-250	VAN	1FTNE24W55HB22654		196096
S205	2005	FORD	E-250	VAN	1FTNE24W75HB22655		196097
S206	2005	FORD	E-250	VAN	1FTNE24W95HB22656		196098
S207	2006	FORD	E-250	VAN	1FTNE24W56DA97120		495646
S215	2000	FORD	E250	VAN	1FTNE2420YHB08582		152040
S220	2003	FORD	E-250	VAN	1FTNE24243HB26091		168607
S222	2003	FORD	E-250	VAN	1FTNE24273HB26098		168614
S234	2000	FORD	E-250	VAN	1FTNE2422YHB19955		152039
S236	2001	FORD	E-250	VAN	1FTNE24271HA28881		152285
S245	2002	FORD	E-250	VAN	1FTNE24272HB57771		164901
S247	2003	FORD	E-250	VAN	1FTNE24293HB26099		168615
S248	2003	FORD	E-250	VAN	1FTNE24213HB26100		168616
S249	2003	FORD	E-250	VAN	1FTNE24283HB26109		168628

#### Pennsauken Roster - Cars

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
C21	2010	FORD	F150		1FYEX1E89AFD37691		517796

**Pennsauken Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M100	2001	FORD	E450	CUBE	1FDXE45S01HB42607		155859
M101	2007	FORD	F250	PICK UP	1FNF21507EA57645		495595
M102	2006	FORD	E450	CUT-A-WAY	1FDXE45S06DA24927		495464
M104	2001	FORD	E350	CUT-A-WAY	1FDWE35L41HA32240		152932
M106	1989	FORD	F350	PICK UP	1FDKF38G2KNB81761		48862
M107	2002	FORD	E250	VAN	1FTNE2428HB60873		164900
M110	1954	TOWMOTOR	LT35	FORKLIFT	3554336	N/A	

**Pennsauken Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1504	1979	FORD	C-8000	3400/A	D80DVEH2545	10887	
X1510	1981	FORD	C-8000	3400/A	D80U9EVJ15848	10982	
XM111	1983	IVECO	Z220	BOX	ZCFCC2147D1200058	10968	
XM115	1987	GMC	P3500	STEP VAN	1GTHP32J3H3500251	10879	
XS233	2000	FORD	E-250	VAN	1FTNE2427YHB04836		152038
XS239	2001	FORD	E250	VAN	1FTNE24281HB18315		153713
XS240	2001	FORD	E-250	VAN	1FTNE24231HB18318		153716

**Philadelphia Roster - Tank**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1551	1988	INTERNATIONAL	S1954	3300 / A	1HTLDUXN6JH541974	11133/11135/11138	
1552	1989	FORD	C8000	3400A	1FDY80U6KVA07738	11098	
1558	1988	INTERNATIONAL	S1900	2800 / A	1HTLDTVN5JH570587	11254	
1559	1990	INTERNATIONAL	S4900	2800 / A	1HTSDTVNXLH223996	11259/12132	
1560	1990	INTERNATIONAL	S4900	3200 / A	1HTSDTVR4LH223995	11255	
1564	1991	MACK	MS250P	2600 / A	VG6M114BXXMB200762	11224	
1566	1994	FORD	LN8000	2800 / A	1FDXR82E8RVA37949	11221/12377	
1567	1990	FORD	C8000	3400 / A	1FDYD80U1LVA31172	11227	
1568	1994	FORD	LN8000	2800 / A	1FDXR82E2RVA12898	11226	
1570	1990	FORD	CF8000	2800 / A	9BFXH81A3LDM01042	11225	
1576	1996	FORD	LN8000	4000 / A	1FDYR82E0TVA04990	11300/12390	
1584	2006	FREIGHTLINER	M2	3600 / A	1FVFCYDCX6HW39148		212693
1585	2006	FREIGHTLINER	M2	3600 / A	1FVFCYDC16HW39149		212694
1586	2006	FREIGHTLINER	M2	3600 / A	1FVFCYDC86HW39150		212695

**Philadelphia Roster - Tractors**

Fleet #	Year	Make	Model	# Axles	VIN #	FAS #	Lease #
1591	2010	INTERNATIONAL	7600 SBA 6X4	3	1HSWYSJT4AJ273307		N/A
1592	1993	INTERNATIONAL	9370 EAGLE	3	2HSFBBHR6PC070356	11266	



**Philadelphia Roster - Trailers**

Fleet #	Year	Make	Capacity A / S	# Axles	VIN #	FAS #	Lease #
1593	1985	Heil	8000/A	2	1HLA3A7B1E7G52798	11189	
1594	1989	Heil	9200/A	2	1HLA3A7B2K7H54476	11246/11251	

**Philadelphia Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S251	2008	FORD	E250	VAN	1FTNE24W38DA15324		500423
S255	2000	FORD	E250	VAN	1FTNE242XYHB22120		145451
S256	2010	FORD	E250	VAN	1FTNE2EW1ADA72772		N/A
S257	2010	FORD	E250	VAN	1FTNE2EWXADA72768		N/A
S258	2010	FORD	E250	VAN	1FTNE2EWXADA72771		N/A
S259	2010	FORD	E250	VAN	1FTNE2EW1ADA72769		N/A
S260	2010	FORD	E250	VAN	1FTNE2EW8ADA72770		N/A
S262	1998	FORD	E350	CUBE	1FDWE37L7WHCO5575		140276
S263	2000	FORD	E250	VAN	1FTNE2426YHA38649		140071
S266	2000	FORD	E250	VAN	1FTNE2422YHA38650		140072
S273	2000	FORD	E250	VAN	1FTNE2424YHA38651		140073
S274	2000	FORD	E250	VAN	1FTNE2426YHA38652		140074
S275	2000	FORD	E250	VAN	1FTNE2428YHA38653		140075
S276	2000	FORD	E250	VAN	1FTNE242XYHA38654		140076
S283	2000	FORD	E250	VAN	1FTNE2425YHA38657		140079
S284	2000	FORD	E250	VAN	1FTNE2421YHB22118		145449
S290	2000	FORD	E250	VAN	1FTNE2427YHA38658		140080
S291	2001	FORD	E450	CUBE	1FDXE45S01HA10477		153170
S292	2001	FORD	E450	CUBE	1FDXE45S91HA10476		153175
S296	2000	FORD	E250	VAN	1FTNE242XYHB22117		145448
S713	1996	DODGE	B300	VAN	2B7KB31Y7TK106084	11292	
S719	2003	FORD	E250	VAN	1FTNE24253HB26083		168599
S720	2003	FORD	E250	VAN	1FTNE24273HB26084		168600
S721	2003	FORD	E250	VAN	1FTNE24293HB26085		168601
S722	2003	FORD	E250	VAN	1FTNE24203HB26086		168602
S723	2003	FORD	E250	VAN	1FTNE24223HB26087		168603
S724	2003	FORD	E250	VAN	1FTNE24243HB26088		168604
S725	2003	FORD	E250	VAN	1FTNE24263HB26089		168605
S726	2003	FORD	E250	VAN	1FTNE24223HB26090		168606
S728	2005	FORD	E250	VAN	1FTNE24W45HB22645		196085
S729	2005	FORD	E250	VAN	1FTNE24W65HB22646		196086
S730	2005	FORD	E250	VAN	1FTNE24W85HB22647		196087
S731	2005	FORD	E250	VAN	1FTNE24WX5HB22648		196088
S732	2005	FORD	E250	VAN	1FTNE24W15HB22649		196089
S733	2005	FORD	E250	VAN	1FTNE24W85HB22650		196091

**Philadelphia Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M116	1970	AL CH	FT-20-24	FORKLIFT	2739200	N/A	
M117	1995	FORD	E-350	VAN	1FTJE34Y4SHB94172		108097
M119	2009	FORD	F-550	DUMP	1FDAF57R39EA93435		N/A
M136	1990	FORD	2120	BACKHOE	T854B20037	11200	
M137	1987	CTAL	EC16	TRAILER	1C9EC2226H1193391	11199	
M139	2004	FORD	F-250	PICKUP	1FTNF21L04EB58680		177909
M142	2002	FORD	E-450	UTILITY	1FDXE45S72HA50511		162716

**Philadelphia Roster - Cars**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
C26	2000	PLYMOUTH	MINI-VAN		2P4FP25B4YR569605	11295	

**Philadelphia Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1562	1978	FORD	C8000	3400/A	D80DVAG5533	5555	
X1575	1994	CHEVY	TOPKICK	2800 / A	1GBM7H1J4RJ102559	11299	
X1580	1978	INTERNATIONAL	1950B	3400/A	D1045HCA10276	11185/11237	
X1581	1985	FORD	C8000	3400/A	1FDYD80U7FVA09438	12373	
X1583	1990	FORD	C8000	3000 / A	1FDYD80U5LVA07828	12374	
XM141	1988	FORD	F-800	2600 / A	1FDPF82H4JVA03143	11188	
XS267	2000	FORD	E250	VAN	1FTNE2421YHA38655		140077
XS272							115
	1996	FORD	E350	VAN	1FTJE34Y5THB37710		374

**Princeton Roster - Tank**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1400	2002	FRGHT	FL80	3300/2/A	1FVABXAKX2HJ84976	18248	
1401	2001	FRGHT	FL-70	2800/A	1FVABTBV41HH19755	17831	
1402	1984	GMC	TOPKICK	2800A	1GDM7D1Y3EV501107	10950	
1403	1987	INTHR	S1954	3000/S	1HTLDUXNOHHA20584	19012	
1404	1992	FORD	LN8000	2800A	1FDXR82A7NVA09339	19992	
1411	1995	FORD	LN-8000	2800/2/A	1FDXR82E8SVA08408	13830	
1412	1986	FORD	L-8000	3000/1/A	1FDXR8006GVA23717	12308	
1432	1978	FORD	L-8000	3000/1/A	R80DVCH0238	12387	
1447	1978	FORD	L-8000	2800/3/A	R80DVBG6647	12390	

**Princeton Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S103	2004	FORD	E250	VAN	1FTNE24L54HA97095	17828	
S104	2005	FORD	E250	VAN	1FTNE24W65HA48645	17827	

S105	2001	FORD	E-250	VAN	1FTNE24211HB18317	153715
S106	2010	FORD	E-250	VAN	1FTNE2EW3ADA2773	N/A
S107	2010	FORD	E-250	VAN	1FTNE2EW7ADA2775	N/A
S108	2010	FORD	E250	VAN	1FTNE2EW5ADA72774	N/A
S110	2003	FORD	E250	VAN	1FTNE24213HB26095	168611
S111	2001	FORD	E250	VAN	1FTNE242X1HB18316	153714
S131	2001	FORD	E-250	VAN	1FTNE24261HB34979	154632
S132	2001	FORD	E-250	VAN	1FTNE24271HB14806	153688
S134	2003	FORD	E-250	VAN	1FTNE24263HB26092	168608
S140	2005	FORD	E-250	VAN	1FTNE24W15HB22652	196094
S141	2005	FORD	E-250	VAN	1FTNE24W35HB22653	196095
S142	2006	FORD	E-250	VAN	1FTNE24W96DA97122	495648
S143	2006	FORD	E-250	VAN	1FTNE24W76DA97121	495647

#### Princeton Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M81	2002	FORD	E250	VAN	1FTNE24292HB12606		163241
M82	2005	FORD	F-250	PICK UP	1FTNF21565EA27787		205311
M83	2010	FORD	F450	4X4	1FDAF4HY5AEB08859		509028
M89	1959	BAKER	FMD050	FORKLIFT	47107	N/A	
M91	2001	FORD	E-450	CUTWAY	1FDXE45F01HA43367		157532

#### Princeton Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1441	1983	FORD	C-8000	3500/2/A	1FDYD80U2DVA47642	12488	
X1442	1984	FORD	LT9000	3500/3/A	1FDYK90W7EVA33797	12370	
XC16	2004	FORD	ESCAPE		1FMCU93184KA79191		178776
XM80	2001	FORD	E250	VAN	1FTNE24291HB14807		153689
XM85	1991	FORD	E-250	VAN	1FTFE24Y0MHA58365	12415	
XS101	1993	CHEVY	G-30	VAN	2GCHG35K1P4146933	17830	
XS102	1994	FORD	E-250	VAN	1FTHS24H7RHA98967	17829	
XS135	2003	FORD	E250	VAN	1FTNE24283HB26093		168609
XS136	2003	FORD	E250	VAN	1FTNE242X3HB26094		168610
XS137	2003	FORD	E250	VAN	1FTNE24233HB26096		168612
XS138	2003	FORD	E-250	VAN	1FTNE24253HB26097		168613
XS139	2005	FORD	E250	VAN	1FTNE24WX5HB22651		196093
	1996	FORD	E150	VAN	1FTE14Y4TBH41964	19994	
	1994	FORD	F250	PICK UP	1FTNE26M4RKC01048	19993	

#### Reading Roster - Tank

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
1652	2008	FRGHT	M2-106	3000A	1FVACYDJX8HZ05490		N/A
1653	1976	FORD	C-8000	3300/A	D80DVA87383	11095	

1654	1991	FORD	LS8000	3400A	1FDYS82A5MVA08360	16155	
1655	2003	INTHR	7400/4X2	3350/A	1HTWCADR73J045129		172277
1659	1995	FORD	LN8000	3000/A	1FDYR82E2SVA18050	11090	
1675	1986	INTHR	S1954	2800/A	1HTLDTVR4GHA60570	11066	
1683	1988	INTHR	S1954	2800/A	1HTLDTVN6JH542314	11055	
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	INTHR	7600	5000/A	1HTWYSBT85J045794	18757	

**Reading Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	Plate #	Lien Holder
S351	2005	FORD	E250	VAN	1FTNE24W25HB22658	YAK7185	
S359	2002	FORD	E250	VAN	1FTNE24292HB24464	YLR4175	
S361	2003	FORD	E250	VAN	1FTNE24243HB26138	YMH1394	
S363	2003	FORD	E250	VAN	1FTNE24253HB26133	YMR6083	
S365	2003	FORD	E250	VAN	1FTNE24203HB26136	YMR6079	
S367	2003	FORD	E250	VAN	1FTNE24223HB26137	YMR6078	
S375	2003	FORD	E250	VAN	1FTNE24233HB26132	YMR6084	
S381	2003	FORD	E250	VAN	1FTNE24273HB26134	YMR6085	
S394	1999	FORD	E250	VAN	1FTNE2427XHA48864	YGG0155	
S396	2000	FORD	E250	VAN	1FTNE2424YHA38634	YDD7669	
S397	2000	FORD	E250	VAN	1FTNE2428YHA38636	YDD7670	
S399	2002	FORD	E250	VAN	1FTNE24292HA05927	YHX8032	

**Reading Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M153	1993	FORD	F250	PICK UP	1FTHF26H4PLA85248		55181
M154	1995	FORD	F350	UTILITY	1FDJF37H8SNA59461		102562
M155	2011	FORD	F250	PICK UP	1FTBF2B6BEB75487		N/A
M156	2006	TOYOTA	7FGU15	FORKLIFT	66539	N/A	
M157	2002	FORD	E450	BOX	1FDXE45S42HA04943		159866
M159	1995	FORD	E350	VAN	1FTJE34H8SHB94126		107991
M160	1989	INTHR	S1954	TANK	1HTLDTVNOKH633967	11062	

**Reading Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1644	1984	GMC	FORWARD	2500/A	J8DM7AIN8E3101076	11342	
X1668	1976	WHITE	EXPI	3000/A	IAGDGSL845778	11040	
X1674	1982	FORD	C-8000	3400/A	1FDYD8OUOCVA20048	11091	
X1682	1987	VOLVO	FE-615	3100/A	YB3U6A3AOHB405553	11050	
XS353	2003	FORD	E250	VAN	1FTNE24293HB26135		168719

**S. Plainfield Roster - Tank**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1101	1987	FORD	LN8000	2700A	1FDXR82A1HVA61263	9982	
1104	1985	FORD	LN8000	3500/A	1FDXR80UXFVA70800	18054	
1107	1988	GMC	TOP KICK	3100 /A	1GDM7D1Y6JV504853	10344	
1110	1980	FORD	LN8000	3000/A	R80UVJJ5366	11922	
1111	2006	FRGHT	M21	3600/A	1FVFCYDC86HW39147		212692

**S. Plainfield Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S902	2001	FORD	E250	VAN	1FTNE24231HB14799		153656
S903	2001	FORD	E250	VAN	1FTNE24261HB14800		153657
S908	2001	FORD	E250	VAN	1FTNE24251HB14805		153662
S910	2002	FORD	E250	VAN	1FTNE24252HB60880		164905
S911	2002	FORD	E250	VAN	1FTNE24282HB60890		164903
S912	2003	FORD	E250	VAN	1FTNE24273HB26117		168698
S913	2003	FORD	E250	VAN	1FTNE24293HB26118		168699
S915	2003	FORD	E250	VAN	1FTNE24273HB26120		168702
S916	2003	FORD	E250	VAN	1FTNE24293HB26121		168703
S917	2010	FORD	E250	VAN	1FTNE2EW4ADA72782		N/A
S918	2003	FORD	E250	VAN	1FTNE24223HB26123		168705
S919	2003	FORD	E250	VAN	1FTNE24243HB26124		168706
S920	2003	FORD	E250	VAN	1FTNE24263HB26125		168707
S922	2003	FORD	E250	VAN	1FTNE242X3HB26127		168709
S924	2003	FORD	E250	VAN	1FTNE24233HB26129		168711
S925	2003	FORD	E250	VAN	1FTNE242X3HB26130		168712
S927	2006	FORD	E250	VAN	1FTNE24W66DA97109		495635
S931	2008	FORD	E250	VAN	1FTNE24W28DA15332		500431
S932	2008	FORD	E250	VAN	1FTNE24W08DA15331		500430
S933	2009	FORD	E250	VAN	1FTNE24W69DA72960		N/A
S934	2009	FORD	E250	VAN	1FTNE24W39DA72964		N/A
S935	2009	FORD	E250	VAN	1FTNE24WX9DA72962		N/A
S936	2009	FORD	E250	VAN	1FTNE24W79DA72966		N/A
S937	2009	FORD	E250	VAN	1FTNE24WX9DA72959		N/A
S938	2009	FORD	E250	VAN	1FTNE24W89DA72961		N/A
S939	2010	FORD	E250	VAN	1FTSE2EW8ADA72784		N/A
S940	2010	FORD	E250	VAN	1FTNE2EW8ADA72783		N/A
S941	2010	FORD	E250	VAN	1FTNE2EW2ADA72778		N/A
S943	2005	FORD	E250	VAN	1FTNE24W05HB22626		196024
S944	2005	FORD	E250	VAN	1FTNE24W45HB22631		196029
S947	2005	FORD	E250	VAN	1FTNE24W25HB22630		196028
S948	2005	FORD	E250	VAN	1FTNE24W85HB22633		196031
S970	2005	FORD	E250	VAN	1FTNE24W95HB22625		196023
S973	2005	FORD	E250	VAN	1FTNE24W65HB22632		196030
S975	2005	FORD	E250	VAN	1FTNE24W45HB22628		196026

S978	2005	FORD	E250	VAN	1FTNE24W25HB22627		196025
S981	2003	FORD	E250	VAN	1FTNE24273HC06839		184687
S983	2003	FORD	E250	VAN	1FTNE24253HB99941		184686
S999	2001	FORD	E250	VAN	1FTNE242X1HB14797		153653

**S. Plainfield Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M51	1971	YALE	G1C40	FORKLIFT	203254	N/A	
M52	2008	FORD	E450	UTIL	1FDXE45S68DA14423		499814
M53	1995	FORD	E350	VAN	1FTJE34Y5SHB94133		107999
M55	2003	FORD	E250	VAN	1FTNE24213HB26128		168710
M57	2010	FORD	F450	RACK	1FDAF4HY6AEB05114		509029
M59	2000	FORD	E250	VAN	1FTNE2425YHB22106		145425
M62	2002	FORD	F450	UTILITY	1FDXF46F22EC65357		163703
M63	2002	FORD	F450	UTILITY	1FDXF46F02EC51389		163704
M64	2000	FORD	E250	VAN	1FTNE2429YHB22111		145430
M66	2001	FORD	E250	VAN	1FTNE24211HB14798		153654
M304	1973	FORD	C8000	OIL TRUCK	D804VS53726	10332	

**S. Plainfield Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1108	1980	FORD	C8000	3500 / A	D80UVHJ9555	10349	
X309	1988	CHEVY	7000	2500/S	1GDL701B4JB500131	10362	
XK15	1970	FORD	F700	2000/S	F70DUG31119	10359	
XM1100	1988	GMC	7000	2700S	1GDM7D1BOJV526956	10333	JPM
XM54	2000	FORD	E250	VAN	1FTNE2420YHB22112		145431
XM58	1990	FORD	F350	RACK	1FDKF37H2LNB44723		48892
XM60	1991	MITSCH	FUSO	UTILITY	JW6AGC1F8ML000739	10348	JPM
XM61	2000	FORD	E250	VAN	1FTNE2427YHB22107		145426
XM65	2003	FORD	E350	UTILITY	1FDWF37P43ED02939		172643
XM67	2003	FORD	E250	VAN	1FTNE24203HB26122		168704
XM70	1994	FORD	E350	VAN	1FTJE34Y6RHA81270		60732
XS904	2001	FORD	E250	VAN	1FTNE24281HB14801		153658
XS905	2001	FORD	E250	VAN	1FTNE242X1HB14802		153659
XS907	2001	FORD	E250	VAN	1FTNE24231HB14804		153661
XS909	2002	FORD	E250	VAN	1FTNE24232HB57766		164902
XS914	2003	FORD	E250	VAN	1FTNE24203HB26119		168700
XS921	2003	FORD	E250	VAN	1FTNE24283HB26126		168708
XS926	2003	DODGE	RAM	VAN	2D7JB21Y73K511745	12029	JPM
XS929	2001	DODGE	RAM	VAN	2B7JB21Y91K560887	12028	JPM
XS946	2005	FORD	E250	VAN	1FTNE24W65HB22629		196027
XS963	1996	FORD	E250	VAN	1FTJE34Y6THB48747		115303
XS976	1996	FORD	E250	VAN	1FTHE24Y2THA40805	10342	JPM
XS977	1992	FORD	E250	VAN	1FTHE24Y3NHA01748	10343	
XS979	1995	FORD	ECO	VAN	1FTHE24H3SHC06790	10345	JPM

XS980	2003	FORD	E250	VAN	1FTNE24263HB91475		184687
XS986	2000	FORD	E250	VAN	1FTNE2424YHA36236		139733
XS988	2000	FORD	E250	VAN	1FTNE2428YHA36238		139735
XS990	2000	FORD	E250	VAN	1FTNE2429YHB22108		145427
XS998	2001	FORD	E250	VAN	1FTNE24281HB14796		153652

**Washington Roster - Tank**

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
1800	2008	FRGHT	M2-106	2400/A	1FVACXDJ88HZ68341		N/A
1801	2008	FRGHT	M2-106	2600/A	1FVACXDJX8HZ68342		N/A
1802	2010	FRGHT	M2-106	3300A	1FVACYBS4ADAR4300		N/A
1804	1990	FORD	LN8000	2800/1/A	1FDXR82A1LVA10127	6568	
1805	2009	FRGHT	M2106	3300/A	1FVACYDJ59HAF2464		N/A
1806	1987	FORD	LN8000	2800/1/A	1FDXR80U5HVA63501	6570	
1808	1986	FORD	LN8000	2800/1/A	1FDXR80U4GVA09752	6572	
1810	2002	FRGHT	FL80	3400/A	1FVABXAK62HJ84974	18219	
1811	2002	FRGHT	FL80	3300/A	1FVABXAK42HJ84987	18220	
1885	1978	WHITE	EXP2	3600/1/A	3ARFGST009501	6489	
1891	2005	INTHR	7400	3600/A	1HTWCAAR85J045776	18632	
1893	2002	FRGHT	FL80	3000/A *2	1FVABXAK92HJ84984	18223	
1898	1981	WHITE	EXP2	4400/2/A	XDCHAC6BN048149	6494	

**Washington Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S500	2008	FORD	E250	VAN	1FTNE24W68DA15334		500433
S501	2008	FORD	E250	VAN	1FTNE24W88DA15335		500434
S502	2008	FORD	E250	VAN	1FTNE24W18DA15337		500436
S503	2008	FORD	E250	VAN	1FTNE24WX8DA15336		500435
S504	2008	FORD	E250	VAN	1FTNE24W48DA15333		500432
S505	2008	FORD	E250	VAN	1FTNE24W38DA15341		500440
S506	2009	FORD	E250	VAN	1FTNE24WX9DA70578		N/A
S507	2009	FORD	E250	VAN	1FTNE24W19DA70579		N/A
S541	2005	FORD	E250	VAN	1FTNE24W05HB22643		196082
S542	2005	FORD	E250	VAN	1FTNE24W75HB22638		196077
S543	2005	FORD	E250	VAN	1FTNE24W55HB22640		196079
S544	2006	FORD	E250	VAN	1FTNE24W36DA97116		495642
S545	2006	FORD	E250	VAN	1FTNE24W56DA97117		495643

**Washington Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M167	1965	CLARKLIFT	C40H	FORKLIFT	C40H-127-670-LPO-765	N/A	

### Washington Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1803	1981	INTL	1950	2600/S	1HTAA195XBHA13063	8696	
X1871	1989	VOLVO	FE615	2700/1/A	YB3U6A3A0KB427866	6538	
X1872	1983	VOLVO	F7	3300/1/A	YV5L07FA5DU019365	6539	
X1880	1989	VOLVO	FE615	2500/1/A	YB3U6A3A9KB432015	6495	
X1884	1985	INTHR	CO1850B	2700/1/A	2HTNFUXN1FCB10155	6491	
X1888	1984	INTHR	S1954	2700/1/A	1HTLDTVN5EHA59387	6529	
X1895	1975	WHITE	RX	4200/3/A	10GFPPG841496	6536	
XM186	1975	WHITE	RX2700	2800///S	1AGFDFG841499	6428	
XM194	1995	FORD	E350	VAN	1FTJE34H0SB94122		107987
XM199	1985	INTERNAT'L	CO1850B	2700/1/A	2HTNFUXN5FCB10157	6490	
XS515	2000	FORD	E250	VAN	1FTNE2428YHB22083		145359
XS524	2000	FORD	E250	VAN	1FTNE2420YHA38646		139939
XS528	2000	FORD	E250	VAN	1FTNE2429YHA38645		139937

### Hardy Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS	Lease #
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	
S018	2000	GMC	2500	Utility	1GDGC34R4YF476451	17755	
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	
S026	2009	FORD	E250	VAN	1FTNE24W89DA68148		N/A
S027	2009	FORD	E250	VAN	1FTNE24WX9DA68149		N/A
S028	2009	FORD	E250	Van	1FTNE24W49DA72973		N/A
S029	2009	FORD	E250	VAN	1FTNE24W29DA72972		N/A
S030	2004	Ford	E350	Box	1FDSE35L54HA96435	17757	
S031	2009	FORD	E250	VAN	1FDSE35L39DA57115		509031
S033	2005	Ford	E250	Van	1FTNE24W85HA69030	17783	
S034	2005	Ford	E250	Van	1FTNE24W75HA11376	17784	
S035	2005	Ford	F250	Utility	1FDNF20525EB87677	17762	
S036	2003	Ford	EC3	Van	1FTSE24F53HB34342	18881	
S037	2006	GMC	SAV	Van	1GTHG352861124840	18879	
S038	2006	GMC	SAV	Van	1GTHG352X61125052	18880	
S039	2006	CHEV	VAN	Van	1GCHG352461163599	18878	
S042	2005	Ford	E250	Van	1FTNE24W95HA86063	17750	
S052	2001	Ford	E250	Van	1FTNE24291HA91495	17746	



S062	2002	Ford	E250	Van	1FTNE24292HA32674	17780	
S063	2005	Ford	E250	Van	1FTNE24WX5HB46495	17785	
S064	2003	Ford	E250	Van	1FTNE24213HA04434	17782	
S065	2004	Ford	E250	Van	1FTNE24W24HA37480	17773	
S073	1999	Ford	E250	Van	1FTNE2425XHB52737		140463
S074	2000	Ford	E250	Van	1FTNE242XYHA36225		139715
S075	2001	Ford	E250	Van	1FTNE24231HB22238		154054
S077	2004	Ford	F250	Pick up	1FTNE21L44EB23284		177242
S089	2006	Ford	E250	Van	1FTNE24W66HA60859	17751	

#### Hardy Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M102	2010	FORD	TRAN-CON	VAN	NM0LS7ANXAT022207		N/A

#### Hardy Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
XM100	2000	FORD	E250	VAN	1FTNE2428YHA36224		139714
XS003	2002	FORD	E250	VAN	1FTNE2427YHB05162	17742	
XS009	2003	FORD	E250	VAN	1FTNE24213HB24881	17786	
XS010	2000	CHEVROLET	1500	UTILITY	1GBGC24R2YF403694	17739	
XS014	2003	FORD	E250	Van	1FTNE242X3HA75423	17774	
XS015	2000	GMC	1500	UTILITY	1GDGC34RXYF476115	17772	
XS022	2000	GMC	2500	UTILITY	1GDGC34R2YR229511	17756	
XS040	1998	FORD	E250	VAN	1FTNE2429WHB07699	17770	
XS044	1998	FORD	E250	VAN	1FDNE2421WHA01182	17769	
XS046	2000	FORD	E250	VAN	1FTNE2425YHB14491	17778	
XS051	2001	FORD	E250	VAN	1FTNE24271HA09232	17779	
XS070	2004	FORD	E250	VAN	1FTNE24WX4HA02332	17748	
XS076	2000	FORD	E250	VAN	1FTNE2429YHA37947		139696

#### Hardy Roster - Cars

Fleet	Year	Make	Model	VIN #	FAS #	Lease #
C62	2007	Ford	F150 P/U	1FTPW14547FB56591	17788	
C63	2008	Dodge	Nitro	1D8GU58K68W153532		502109
C65	2006	Ford	F150 P/U	1FTPX14V06WB05901	17787	

#### Hicksville Roster - Tank

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
1400	2003	INTER	7400	3500/A	1HTWCADR33J045130		171565
1402	1997	INTER	4900	3600/A	1HTSHAARXVH459553	7535	
1403	2009	FRGHT	M2	3400	1FVACYDJX9HAF2458		N/A

1404	2010	FRGHT	M2	3400/A	1FVACYBS0ADAR4293			N/A
1405	1994	INTER	4900	2800/A	1HTSDPPN7RH553057		7536	
1406	2008	FRGHT	FL 80	3400/A	1FVFCYDJ78HZ05498			N/A
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	
1419	1980	WHITE	ROAD EX	3400/A	3ARDLEL040830		3070	
1421	1983	MACK	R606T	3400/A	1M2N132C9DA032291		3138	
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	1M2N275CXKW008016		3145	
1453	1989	WHITE	WCS/GMC	4400/A	4V2ACBMD3KN623779		3139	
1455	1986	FORD	L8000	3400/A	1FDYR80U5FVA46165		3099	
1458	1983	MACK	MR606P	3400/A	1M2K119C6DM001334		2980	
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	
1483	2005	INTER	7600	5000/A	1HTWYSBT35J045797			192872
1496	1980	MACK	MR606P	3600/A	MR606P1237		3121	

#### Hicksville Roster - Tractors

Fleet #	Year	Make	Model	# Axles	VIN #	FAS #	Lease #
1492	1989	Ford	LNT9000	3	1FDYW90W3KVA48197	6684	

#### Hicksville Roster - Trailers

Fleet #	Year	Make	Capacity A / S	# Axles	VIN #	FAS #	Lease #
1493	1978	FRUHF	9200/A	2	UNZ596008	1598	

#### Hicksville Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S200	2003	FORD	E/250	VAN	1FTNE24283HA04138		167750
S204	2008	FORD	E250	VAN	1FTNE24W88DA15321		500420
S206	2007	FORD	E/350	VAN	1FDSE35L47DB10837		500149

S208	1999	FORD	E/250	VAN	1FTNE242XXHB52751	140464
S210	2009	FORD	E/250	VAN	1FTNE24W39DA72978	N/A
S211	2009	FORD	E/250	VAN	1FTNE24WX9DA70581	N/A
S212	2009	FORD	E/250	VAN	1FTNE24W89DA70580	N/A
S213	2009	FORD	E/250	VAN	1FTNE24W19DA72980	N/A
S214	2009	FORD	E/250	VAN	1FTNE24W59DA72979	N/A
S215	2008	FORD	E250	VAN	1FTNE24WX8DA15322	500421
S216	2008	FORD	E250	VAN	1FTNE24W18DA15323	500422
S217	2008	FORD	E250	VAN	1FTNE24W68DA15320	500419
S219	2001	FORD	E/250	VAN	1FTNE24201HB14789	153640
S221	2000	FORD	E/250	VAN	1FTNE2422YHB22127	145459
S224	2000	FORD	E/250	VAN	1FTNE2426YHB22129	145461
S227	2001	FORD	E/250	VAN	1FTNE24211HB22240	154056
S228	2003	FORD	E/250	VAN	1FTNE242X3HB30761	168767
S232	2001	FORD	E/250	VAN	1FTNE24291HB14788	153639
S233	2000	FORD	E/250	VAN	1FTNE2425YHB22123	145455
S234	2000	FORD	E/250	VAN	1FTNE2427YHB22124	145456
S235	2001	FORD	E/250	VAN	1FTNE24271HB14790	153641
S238	2003	FORD	E/250	VAN	1FTNE24213HB30762	168768
S241	2010	FORD	E250	VAN	1FTNE2EW0ADA75470	N/A
S242	2010	FORD	E250	VAN	1FTNE2EW2ADA75468	N/A
S243	2010	FORD	E250	VAN	1FTNE2EW4ADA75469	N/A
S244	2010	FORD	E250	VAN	1FTNE2EW2ADA75471	N/A
S245	2010	FORD	E250	VAN	1FTNE2EW0ADA75467	N/A
S246	2003	FORD	E/250	VAN	1FTNE24233HB26146	168770
S247	2003	FORD	E/250	VAN	1FTNE24253HB30764	168771
S253	2003	FORD	E/250	VAN	1FTNE24273HB30765	168773
S258	2003	FORD	E/250	VAN	1FTNE24253HB26147	168774
S259	2006	FORD	E/250	VAN	1FTNE24W06DA97087	495620
S260	2006	FORD	E/250	VAN	1FTNE24W26DA97088	495621
S261	2006	FORD	E/250	VAN	1FTNE24W46DA97089	495622
S262	2006	FORD	E/250	VAN	1FTNE24W06DA97090	495623
S266	2005	FORD	E/250	VAN	1FTNE24W05HB22612	196010
S267	2005	FORD	E/250	VAN	1FTNE24W25HB22613	196011
S271	2003	FORD	E/250	VAN	1FTNE24273HB26148	168775
S272	2006	FORD	E/250	VAN	1FTNE24W26DA97091	495624
S275	2003	FORD	E/250	VAN	1FTNE24293HB30766	168776
S277	2003	FORD	E/250	VAN	1FTNE24203HB30767	168777
S278	2003	FORD	E/250	VAN	1FTNE24223HB30768	168779
S282	1996	FORD	E/350	VAN	1FTJE34YXTHB48766	115523
S293	2003	FORD	E/250	VAN	1FTNE24203HB30770	168782

#### Hicksville Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M26	2000	FORD	E250	VAN	1FTNE2424YHA36222		139712
M27	1997	FORD	AEROSPT	MINIVAN	1FTDA14U2VZA73410		120526
M28	2000	FORD	F250	PICK UP	1FDNF21LXYED12250		152036

M29	1995	FORD	E/350	VAN	1FTJE34Y9SHA11171		100677
M31	1989	CHEVROLET	C35	RACK	1GBHR34K3KJ103548		48714
M32	1993	FORD	F250	PICKUP	2FTHF26HXPCB07117		55168
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	

#### Hicksville Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1436	1985	WHITE	ROAD EXP	4400A	1WXDCHSD9FN103917	3092	JPM
X1444	1978	MACK	R606T	3700/A	R606T1032	2998	
X1461	1987	WHITE	EXP	3200A	1WXDAHMD9HN122912	7773	JPM
XM26	1989	FORD	E350	VAN	1FTJE34H5KHC30547	3124	
XM30	1969	ALLIS CHAMBERS	ACC50L-2	FORKLIFT	ACA73496	N/A	
XM44	1989	FORD	E350	VAN	1FTHS34MXKHA19865	2925	
XS201	2000	FORD	E250	VAN	1FTNE2422YHA36218		139708
XS205	2000	FORD	E250	VAN	1FTNE2420YHA36220		139710
XS225	2000	FORD	E250	VAN	1FTNE2422YHB22130		145462
XS230	2000	FORD	E250	VAN	1FTNE2423YHB22122		145454
XS240	2000	FORD	E250	VAN	1FTNE2429YHB22125		145457
XS249	2003	FORD	E250	VAN	1FTNE24233HB19973		168772
XS287	2003	FORD	E250	VAN	1FTNE24243HB30769		168781
XS297	2003	FORD	E250	VAN	1FTNE24253HB19974		168783

#### Maspeeth Roster - Tanks

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
1100	2004	INTHR	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	
1107	1989	MACK	RB690S	4600 / S	1M2P198C0KW003622	885	
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	
1114	1987	AUTOCAR	DS64B	4600 / S	1WBPCCMD9HU304096	1186	
1115	1987	AUTOCAR	DS64B	4600 / S	1WBPCCMD7HU304095	1195	
1116	1987	MACK	R686ST	5500 / S	1M2P138C6HA015406	1008	
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	
1123	1985	MACK	DM686S	4400/S	1M2B126C7FA010901	1182	
1124	2009	FRTLNR	M2-112	5000	1FVMC5CV09HAF1903		N/A
1125	1983	MACK	DM686SX	5400/S	1M2B128CXDA009204	1133	
1126	1983	MACK	DM686SX	5400/S	1M2B128C4DA009490	1155	
1127	2008	FRTLNR	M2-112	5000	1FVMC5CV38HZ38334		N/A
1128	1983	AUTOCAR	LTA10	4400/S	1WBKCCMD5DN059621	2678	
1129	1982	MACK	DM685X	3000/S	1M2B124C6CA051566	931	
1130	2009	FRTLNR	M2-112	5000	1FVMC5CV29HAF1904		N/A
1132	1979	MACK	R	3400A	R606T1073	18739	
1133	2010	FRTLNR	M2	4500	1FVHC5CV8ADA5181		N/A
1134	2010	FRTLNR	M2-112	5000	1FVHC5C6ADAR5180		N/A
1135	1991	MACK	MR690S	4400S	1M2K185C7MM003947	19101	
1136	1995	MACK	RD690S	4400S	1M2P264C1SM017610	19100	
1144	1979	MACK	DM685SX	4400/S	DM685SX42923	2653	
1153	2005	INTHR	7600	5000	1HTWYSBT05J045790		192863
1156	2005	INTHR	7600	5000	1HTWYSBT25J045791		192871
1159	2002	FRTLNR	FL80	3000/S	1FVABXAK12HJ84980	18228	
1160	2007	FRTLNR	M2-112	5000/A	1FVM5DE87HY19446		N/A
1161	2007	FRTLNR	M2-112	5000/A	1FVMC5DEX7HY19447		N/A
1162	2007	FRTLNR	M2-112	5000/A	1FVMC5DE17HY19448		N/A
1175	2002	FRTLNR	FL80	3000/S	1FVABXAK32HJ84981	18229	
1189	2002	FRTLNR	FL80	3000/S	1FVABXAK52HJ84982	18230	
1192	1980	AUTOCAR /	DC9364B	5500/S	QOPFTGH092117	1200	
1193	1987	AUTOCAR	NTL300	4400/S	1WBPCCE7HU302392	1218	
1194	2005	INTHR	7600	5000	1HTWYSBT45J045792		192870
1196	1989	MACK	R690T	3000/S	1M2N275C7KW008040	1245	
1198	2005	INTHR	7600	5500	1HTWYSBT45J007527	18783	
1214	1984	MACK	MR685P	3000 /S	1M2K125C2EM006849	18396	
1215	1986	WHITE	EXP2	4400 /S	1WXDCHJEXGN113562	18399	
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	1WXDCHJE3HNI16109	18411	
1227	1987	WHITE	EXP2	5000 /S	1WXDCHJEXHN116110	18415	
1240	1984	AUTOC	CONV	5500 /S	1WBUCCF3EU096253	18418	
1241	1988	MACK	RD686S	4400 /S	1M2P137C6JA017096	18401	
1244	1984	AUTOC	CONV	5500 /S	1WBUCCE6EU096254	18419	
1288	1985	WHITE	EXP2	5500 /S	1WXDCHJE4FN071081	18420	
1289	1988	MACK	MR690S	4400 /S	1M2K175C9JM001879	18402	
1290	1983	AUTOC	CONV	4400 /S	1WBUCCE3DU095321	18398	
1291	1988	MACK	MR690S	4400 /S	1M2K175CXJM001860	18403	
1293	1991	MACK	RD690S	4400 /S	1M2P198CXMM008471	18405	
1294	1990	MACK	RD690S	4400 /S	2M2P198C1LC006932	18404	
1295	1991	MACK	RD690S	4400 /S	1M2P198C8MM008470	18406	

Maspeth Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S300	2008	FORD	E250	VAN	1FTNE24W8DA15318		500417
S301	2008	FORD	E250	VAN	1FTNE24W8DA15319		500418
S302	2009	FORD	E350	VAN	1FDSE5LX9DA72999		N/A
S307	2005	FORD	E250	VAN	1FTNE24W75HB22607		196005
S308	2005	FORD	E250	VAN	1FTNE24W95HB22608		196006
S310	2005	FORD	E250	VAN	1FTNE24W75HB22610		196008
S315	2009	FORD	E350	UTIL	1FDSE35L89DA62570		509030
S316	2010	FORD	E350	UTIL	1FDSE3FL3A13067		509032
S317	2010	FORD	E250	VAN	1FTNE2EW4ADA75472		N/A
S318	2010	FORD	E250	VAN	1FTNE2EWXADA75475		N/A
S319	2010	FORD	E250	VAN	1FTNE2EW6ADA75473		N/A
S320	2010	FORD	E250	VAN	1FTNE2EW8ADA75474		N/A
S323	1999	FORD	E250	VAN	1FTSE34L6XHC34302	19103	
S324	2009	FORD	E250	VAN	1FTNE24W49DA06987	19102	
S325	2002	FORD	E250	VAN	1FTNE24222HA58761		162327
S334	2006	FORD	E250	VAN	1FTNE24W26DA97107		495608
S335	2006	FORD	E250	VAN	1FTNE24W36DA97102		495603
S336	2006	FORD	E250	VAN	1FTNE24W56DA97103		495604
S337	2006	FORD	E250	VAN	1FTNE24W76DA97104		495605
S338	2006	FORD	E250	VAN	1FTNE24W96DA97105		495606
S339	2006	FORD	E250	VAN	1FTNE24W06DA97106		495607
S340	2006	FORD	E250	VAN	1FTNE24W46DA97108		495609
S351	2000	FORD	E250	VAN	1FTNE2427YHB22091		145393
S354	2003	FORD	E250	VAN	1FTNE24243HB16936		168727
S356	2003	FORD	E250	VAN	1FTNE24283HB16938		168729
S358	2003	FORD	E250	VAN	1FTNE24263HB16940		168731
S359	2003	FORD	E250	VAN	1FTNE24263HB26142		168732
S360	2003	FORD	E250	VAN	1FTNE24283HB26143		168734
S362	2003	FORD	E250	VAN	1FTNE24253HB16945		168744
S364	2003	FORD	E250	VAN	1FTNE24213HB16943		168741
S366	2003	FORD	E250	VAN	1FTNE24233HB16944		168743
S369	2000	FORD	E250	VAN	1FTNE2429YHB22089		145391
S377	2003	FORD	E250	VAN	1FTNE24293HB16947		168748
S380	2001	FORD	E250	VAN	1FTNR24291HB14791		153642
S381	2001	FORD	E250	VAN	1FTNE24201HB14792		153643
S382	2001	FORD	E250	VAN	1FTNE24221HB14793		153644
S383	2001	FORD	E250	VAN	1FTNE24241HB14794		153645
S389	2000	FORD	E250	VAN	1FTNE2423YHA38608		139778
S391	2000	FORD	E250	VAN	1FTNE2421YHA38610		139782
S392	2000	FORD	E250	VAN	1FTNE2423YHA38611		139785
S393	2000	FORD	E250	VAN	1FTNE2425YHA38612		139787
S398	2000	FORD	E250	VAN	1FTNE2424YHA38617		139793
S399	2000	FORD	E250	VAN	1FTNE2426YHA38618		139794
S401	2001	FORD	E250	VAN	1FTNE24221HB18293		153618
S402	2001	FORD	E250	VAN	1FTNE24281HB18296		153621
S403	2001	FORD	E250	VAN	1FTNE24291HB18288		153613

S406	2001	FORD	E250	VAN	1FTNE24201HB18289	153614
S407	2001	FORD	E250	VAN	1FTNE242X1HB18302	153627
S409	2001	FORD	E250	VAN	1FTNE24211HB18298	153623
S410	2001	FORD	E250	VAN	1FTNE24251HB18305	153630
S411	2001	FORD	E250	VAN	1FTNE24231HB18304	153629
S413	2001	FORD	E250	VAN	1FTNE24271HB18306	153631
S414	2001	FORD	E250	VAN	1FTNE24201HB18292	153617
S416	2001	FORD	E250	VAN	1FTNE24211HB18303	153628
S420	2001	FORD	E250	VAN	1FTNE242X1HB18297	153622
S424	2002	FORD	E250	VAN	1FTNE24242HB24503	163456
S425	2002	FORD	E250	VAN	1FTNE24272HB24513	163445
S435	2003	FORD	E250	VAN	1FTNE24203HB16948	168749
S436	2003	FORD	E250	VAN	1FTNE24223HB16949	168751
S437	2003	FORD	E250	VAN	1FTNE24293HB16950	168753
S438	2003	FORD	E250	VAN	1FTNE24223HB16952	168756
S439	2003	FORD	E250	VAN	1FTNE24243HB16953	168758
S440	2003	FORD	E250	VAN	1FTNE24203HB16951	168755

#### Maspeth Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M71	2003	FORD	E250	VAN	1FTNE24213HB26145		168737
M72	1999	FORD	E250	VAN	1FTNE2428XHB52523		140462
M73	2003	FORD	E250	VAN	1FTNE242X3HB16942		168739
M75	1987	DODGE	E250	PICK UP	1B7JW24T1HS445320	1202	
M76	1993	FORD	E250	PICK UP	1FTDF15Y6PNA90790	1203	
M78	1993	FORD	E350	VAN	1FTJE34H6PHB50343		55262
M80	1990	CHEV	C20	PICK UP	1GCGC24KOLE176390	19106	
M81	1995	FORD	F250	PICK UP	1FTHF26H3SLA04085		100248
M86	2002	NISSAN	60	FORKLIFT	FGJ02A30V	N/A	
M98	1974	MACK	R607T	3000/S	R607T5466	914	
M99	1974	MACK	R607T	3000/S	R607T5463	1024	

#### Maspeth Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1036	1979	ALMAC	N/A	TRLR 6800	794103	18421	JPM
X1047	1985	ALMAC	N/A	TLRR/5100	2A9TA2M17F1001706	1032	
X1185	1979	MACK	MR685P	3000/S	MR685P1479	930	
X1208	1981	WILCO	N/A	TRLR/6500/S	T199	18422	
X1212	1978	WHITE	EXP2	5000 / S	3QRFTGF011858	18407	
X1229	1979	WHITE	EXP2	TANK/3000/S	3ARDGGD036087	18397	
X1242	1980	AUTOC	CONV	5400 / S	QOPFTGH092742	18414	
X1254	1982	WHITE	EXP2	5000 / S	1WXDCHJD2CN055058	18412	JPM
X1280	1977	AUTOC	CONV	5000/S	PSIFTGH079553	18413	JPM
XC46	1998	MERCURY	SABLE	STATION WAGON	1MEFM55U2WA605856		125240
XM77	2003	FORD	E250	VAN	1FTNE242X3HB26144		168735

XM101	2000	FORD	E250	VAN	1FTNE2429YHA38614	139790
XXS355	2003	FORD	E250	VAN	1FTNE24263HB16937	168728
XS309	2005	FORD	E250	VAN	1FTNE24W05HB22609	196007
XS311	2000	FORD	E250	VAN	1FTNE2425YHA36228	139718
XS312	2000	FORD	E250	VAN	1FTNE2421YHB22121	145453
XS314	2003	FORD	E250	VAN	1FTNE24233HB30763	168769
XS322	1995	FORD	E250	VAN	1FTJE34H8SHB71719	
XS345	2000	FORD	E250	VAN	1FTNE2425YHB22090	145392
XS367	2000	FORD	E250	VAN	1FTNE2429YHB22092	145394
XS376	2003	FORD	E250	VAN	1FTNE24273HB16946	168747
XS394	2000	FORD	E250	VAN	1FTNE2427YHA38613	139789
XS405	2001	FORD	E250	VAN	1FTNE24231HB18299	153624
XS412	2001	FORD	E250	VAN	1FTNE24241HB18294	153619
XS419	2001	FORD	E250	VAN	1FTNE24291HB18291	153616
XS421	2002	FORD	E250	VAN	1FTNE24252HA55787	162318
XS422	2002	FORD	E250	VAN	1FTNE24272HA77855	162322

#### Patterson Roster - Tank

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
1350	1980	MACK	MR685S	5000A	MR6853076	17127	
1351	1980	MACK	MR685S	5000A	MR685S3098	1712818258	
1352	1984	INTER	S1900	2800A	1HTLDTVN2EHA63767	17117	
1354	1987	INTER	S1900	3000A	1HTLDTVM0HHA25345	17118	
1355	1977	WHITE	ROAD EXP	3400/A	3ARDSSL009497	2958	
1356	1988	INTER	S1900	3000?	1HTLDDBN7JH587420	17913	
1360	1979	MACK	MR606	3400A	MR606P1186	3000	
1361	1979	MACK	MR606	3400A	MR606P1048	3115	
1363	1993	INTER	4900	3000A	1HTSDPPN8PH478012	17119	
1364	1989	MACK	DM690SX	3300A	1M2B182C0KW005464	17129	
1365	1989	MACK	DM690SX	3300A	1M2B182C2KW005465	17130	
1371	1990	MACK	RD6	4500/S	2M2P198C2LC006034	18181	
1372	2006	FRGHT	M16	3100/A	1FVACY4DJ76HW41187	18179	
1373	2006	FRGHT	M11	4500/A	1FVHC5CV76HW41188	18178	
1374	2005	GMC	F8T	3600/A	1GDT8F43X5F505752	18180	
1390	1995	INTER	490	3000A	1HTSDAAN8SH656595	17122	
1391	1995	INTER	490	3000A	1HTSDAANXSH656601	17123	
1392	2002	INTER	440	3000A	1HTMKAAN32H526917	17124	

#### Patterson Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S106	1998	FORD	E250	VAN	1FTPE2429WHB70178	17134	
S107	1998	FORD	E250	VAN	1FTPE2425WHB70176	17135	
S109	2001	FORD	E250	VAN	1FTNE242X1HA28079	17137	
S110	2003	FORD	E250	VAN	1FTNE24263HA24016	17138	



S111	2003	FORD	E250	VAN	1FTNE24283HA24017	17139	
S112	2004	FORD	E250	VAN	1FTNE24W54HA14615	17140	
S113	2004	FORD	E250	VAN	1FTNE24W74HA14616	17141	
S114	2008	FORD	E250	VAN	1FTNE24W18DA25611		500453
S115	2008	FORD	E250	VAN	1FTNE24W38DA25612		500633
S116	2010	FORD	E250	VAN	1FTNE2EWXADA74357		N/A
S117	2010	FORD	E250	VAN	1FTNE2EW8ADA74356		N/A
S122	2006	FORD	E250	VAN	1FTNE24W26DB16156	18196/18686	
S124	2006	FORD	E250	VAN	1FTNE24W64HA78356	18195/18685	
S125	2007	FORD	E250	VAN	1FTNE24W27DA03356	18194/18684	
S126	2003	FORD	E250	VAN	1FTNE24233HB87576	18201/18691	
S127	2001	FORD	E250	VAN	1FTNE24241HA21757	18204/18694	
S128	2001	FORD	E250	VAN	1FTNE24261HA21758	18203/18693	
S129	2004	GMC	G30	VAN	1GTHG35U141222896	18199/18689	
S130	2003	FORD	E250	VAN	1FTNE242X3HB50900	18202/18692	

**Patterson Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M91	1968	INTER	NA	TANK	717211C322020	N/A	
M92	2009	FORD	F250	PICK-UP	1FTNF21589EA90363	1744	N/A

**Patterson Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
	1979	MACK	MR685S	4400S	MR685S1947	17121	
	1998	FORD	E350	Van	1FTSE34F3WHA72136	18207/18697	
	1980	WHITE		3000S Tank	3ARD2GD036085	18681	
X1002	1979	MACK	DM685	4500S	DM685SX44186	18189	
X1007	1978	MACK	R611	4500S	R611T26962	18193	
X1008	1990	MACK	RD6	4500S	2M2P198C4LC006035	18182	
X1009	1985	MACK	DM685	3000S	1M2B124C4FA055233	18183	
XC11	1992	FORD	ESCORT		3FAPP5J5NR132735	17142	
XM90	1984	FORD		PICK UP	2FTHF26G2ECA75655	17131	
XS108	2201	FORD	E250	VAN	1FTNE24221HA02284	17136	
XS121	2001	FORD	E250	VAN	1FTNE24291HB19151	18205/18695	
XS453	2003	FORD	E250	VAN	1FTNE24213HC01314	18200	

**Plainview Roster - Tank**

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
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	
1705	1985	FORD	LN8000	2800/A	1FDXR80U0FVA03168	2199	

1708	1986	FORD	LN8000	2800/A	1FDXR80U3GVA31144		2202
1707	1986	FORD	LN8000	2800 A	1FDXR80U7GVA03492		2201
1709	1986	FORD	LN8000	2800 A	1FDXR80U1GVA30736		2203
1711	1986	FORD	C8000	2800/A	1FDXD80U7GVA32084		1977
1712	2002	FRGHT	FL80	3300/A	1FVABXAK82HJ84975		18246
1713	2002	FRGHT	FL80	3400/A	1FVABXAK62HJ84988		18245
1714	2008	FRGHT	M2	3400/A	1FVFCYDJ98HZ05499		N/A
1715	2009	FRGHT	M2	3300	1FVACYDJ19HAF2459		N/A
1717	2009	FRGHT	M2	3300	1FVACYDJ89HAF2460		N/A
1719	1984	INTER	S1900	3000A	1HTLDTVN7EHA24981		2107
1720	2010	FREIGHT	M2	3400	1FVACYBS2ADAR4294		N/A
1721	2010	FREUGHT	M2	3300A	1FVACYBS4ADAR4295		N/A
1724	2005	INTER	7600	5000/A	1HTWYSBT45J045789		18763
1725	2005	INTER	7600	5000/A	1HTWYSBT15J045796		192864
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		7811
1740	1985	FORD	C8000	3400A	1FDYD80U3FVA66994		2054
1746	1978	FORD	LN8000	3200/A	R80DVVAJ8675		2180
1747	1977	FORD	LN8000	3200A	R80DVY49565		1871
1767	1987	FORD	C8000	3200/A	1FDYD80U8HVA61924		1976
1771	1987	MACK	MR600	4700/A	1M3K131K2HT003958		1988
1779	1990	KNWRT	T400	4200/A	1NKBL59X9LJ545155		2030
1784	1986	FORD	F8000	2700A	1FDXK87U4GVA20602		2100
1789	1988	FORD	LN8000	2800/A	1FDXR82A9JVA16917		2127
1790	1989	MACK	RW600	4500/A	1M2AY04Y0KM005994		2133

#### Plainview Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S802	2001	FORD	E-250	Van	1FTNE24291HB18324		153722
S804	2006	FORD	E-250	Van	1FTNE24WX6DA97095		495628
S806	2000	FORD	E-250	Van	1FTNE2426YHA38621		139799
S807	2003	FORD	E-250	Van	1FTNE24253HB19960		168736
S808	2000	FORD	E-250	Van	1FTNE2428YHA38622		139802
S810	2006	FORD	E-250	Van	1FTNE24W66DA97093		495626
S812	2001	FORD	E-250	Van	1FTNE24241HB18327		153726
S813	2006	FORD	E-250	Van	1FTNE24W86DA97094		495627
S815	2006	FORD	E-250	Van	1FTNE24W16DA97096		495629
S818	2000	FORD	E-250	Van	1FTNE2427YHA38627		139811
S819	2003	FORD	E-250	Van	1FTNE24203HB19963		168745
S821	2000	FORD	E-250	Van	1FTNE2429YHB22139		145471
S822	2003	FORD	E-250	Van	1FTNE242X3HB19971		168765

S824	2000	FORD	E250	Van	1FTNE2427YHB22141	145473
S825	2005	FORD	E-250	Van	1FTNE24W65HB22615	196013
S826	2005	FORD	E-250	Van	1FTNE24W85HB22616	196014
S827	2005	FORD	E-250	Van	1FTNE24WX5HB22617	196015
S829	2005	FORD	E-250	Van	1FTNE24W35HB22619	196017
S830	2011	FORD	E350	Utility	1FDSE3FL3BDA26869	
S831	2006	FORD	E-250	Van	1FTNE24W46DA97092	495625
S832	2001	FORD	E-250	Van	1FTNE24281HB18329	153728
S834	2003	FORD	E-250	Van	1FTNE24213HB19969	168762
S836	2003	FORD	E-250	Van	1FTNE24293HB19962	168742
S837	2003	FORD	E-250	Van	1FTNE24283HB16941	168733
S838	2007	FORD	E-350	Van	1FDSE35L47DB13656	500150
S839	2010	FORD	E250	Van	1FTNE2EW9ADA75466	N/A
S840	2010	FORD	E250	Van	1FTNE2EW5ADA75464	N/A
S842	2010	FORD	E250	Van	1FTNE2EW3ADA75463	N/A
S843	2003	FORD	E250	VAN	1FTNE24233HB19964	168750
S844	2003	FORD	E-250	Van	1FTNE24283HB19967	168760
S845	2003	FORD	E-250	Van	1FTNE242X3HB16939	168730
S847	2003	FORD	E-250	Van	1FTNE24263HB19966	168759
S848	2003	FORD	E-250	Van	1FTNE24283HB19970	168764
S849	2010	FORD	E250	Van	1FTNE2EW7ADA75465	N/A
S851	2004	FORD	E-250	Van	1FTNE24W84HA06279	184028
S852	2010	FORD	E350	UTILITY	1FDSE3FL1ADA13066	518026
S855	2002	FORD	E-250	Van	1FTNE24222HA95681	163465
S858	2003	FORD	E-250	Van	1FTNE24263HA08642	167751
S859	2003	FORD	E-250	Van	1FTNE24203HB26105	168623
S862	2008	FORD	E250	Van	1FTNE24W78DA15326	500425
S863	2008	FORD	E250	Van	1FTNE24W98DA15327	500426
S864	2007	FORD	E350	Van	1FDSE35L37DA88166	502522
S865	2009	FORD	E-250	Van	1FTNE24W19DA72977	N/A
S866	2009	FORD	E-350	CL Utility	1FDSE35L29DA72995	N/A
S867	2009	FORD	E-350	CL Utility	1FDSE35L49DA72996	N/A
S877	2000	FORD	E-250	Van	1FTNE24L1YHB21169	152280
S879	2001	FORD	E-250	Van	1FTNE24261HA81314	8316
S880	2000	FORD	E-250	Van	1FTNE2422YHB56651	8318
S881	2010	FORD	E250	VAN	1FTNE2EW1ADA75462	N/A

#### Plainview Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M02		MITSUBISHI	FG20-LP	Forklift	AF17A00695	N/A	24979766
M03	2007	FORD	F250 4X4	Pick Up	1FTNF21597EA57644		495594
M04	1980	MACK	MR600	Tank	MR611S1029	1889	
M05	2000	FORD	E350	FAN	1FTSS34F9YHB95631	7808	
M06	1976	FORD	LN8000	Tank	R80DVC37120	2106	
M09	1987	CHEVY	C30	Utility	1GBJR34M5HJ168316		48590
M11	1999	FORD	E250	VAN	1FTNE2421XHB31996	7728	
M12	1988	FORD	RACK	Pick Up	1FTHF26HXJNA89008	2232	
M19	1985	FORD	F350	Rack	2FTHF36G4FCA37240	7725	

**Plainview Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1701	1979	FORD	LN8000	3400/A	R80DVDJ8905	2196	
X1710	1989	INTER	S1900	2800/A	1HTLDTVNXKH643048	2204	JPM
X1716	1986	MACK	MS300	TANK	VG6M112B2GB064599	12074	
X1726	1986	FORD	C8000	3400 A	1FDYD80U0GVA47403	2053	JPM
X1733	1979	MACK	MR400	3400/A	MR487P1146	7717	
X1734	1986	INTER	S1900	4500/A	1HTLKTVR2GHA24544	7801	JPM
X1739	1988	FORD	C8000	3400/A	1FDYD80UXJVA40837	2055	
X1741	1987	FORD	C8000	3400/A	1FDYD80U3HVA49146	1948	
X1749	1978	FORD	LN8000	3200/A	R80DVAJ8676	1874	JPM
X1750	1980	FORD	C8000	TANK	D80UVGJ9720	2022	
X1788	1979	FORD	LN8000	3000A	R80DVDG9525	1873	
X1793	1976	FORD	LN8000	2800A	R80DVA35488	2129	
X1795	1980	FORD	LN8000	TANK	R80UVJJ8630	2131	
XM90	1987	INTHR	S1900	BOX	1HTLDTVN2HH474961	12076	
XS800	2000	FORD	E250	VAN	1FTNE2420YHA38629		139813
XS803	2001	FORD	E250	VAN	1FTNE24201HB18325		153723
XS805	2003	FORD	E250	VAN	1FTNE242X3HB19968		168761
XS809	2003	FORD	E250	VAN	1FTNE24213HB19972		168766
XS816	2001	FORD	E250	VAN	1FTNE24261HB18328		153727
XS823	2000	FORD	E250	VAN	1FTNE2425YHB22140		145472
XS828	2005	FORD	E-250	VAN	1FTNE24W15HB22618		196016
XS841	2003	FORD	E-250	VAN	1FTNE24273HB19961		168738
XS860	2002	FORD	E250	VAN	1FTNE24202HB80258		165069
XS861	2008	FORD	E250	VAN	1FTNE24W58DA15325		500424

**Southampton Roster - Tank**

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
1301	2000	INTER	4900DT466	2800A	1HTSDAAN4HY275433	17765	
1302	2004	INTER	4400DT530	2800A	1HTMKAAN54H662761	17767	
1303	1990	INTER	4600DT466	2800A	1HTSDZ7N4LH293834	17816	
1304	1995	FORD	L8000	2800A	1FDXR82E4SVA35878	17817	
1306	1999	Intermat'l	4900	2700	1HTSDAAN9XH696434	18876	
1307	2004	Peterbilt	PB330	2800	2NPNHD7X64M825356	18875	
1308	1991	FORD	LS8000	3300A	1FDYS82A9MVA08359	19211	

**Southampton Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S001	2007	Ford	E250	Van	1FTNE24W87DB41421	17768	
S071	2006	Ford	E250	Van	1FTNE24W16HB34219	17395	

**Southampton Roster - Surplus**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type Capacity A/S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
X1305	1991	GMC	C7500	2800	1GDM7H1J4MJ504503	18877	

**Yaphank Roster - Tank**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity A/S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
1501	2007	FRGHT	M2 106	3600/A	1FVFCYDJ57HY19377		N/A
1502	2010	FRGHT	M2	3300A	1FVACYBS6ADAR4296		N/A
1503	1990	WHITE	WX	5000/A	4V2DCFMD3LN629538	3205	
1504	2011	INTHR	4300	2799	1HTMMAAN6BH382127		N/A
1505	2005	INTHR	4300	2799	1HTMMAAN75H104082	19969	
1507	1988	FORD	L8000	3800A	1FDXR80U4JVA05241	1683	
1508	2000	GMC	TF7B	2800/A	1GDM7C1C5YJ501345	8625	
1510	2009	FRGHT	M2-112	5000/A	1FVMC5CV99HAF1902		N/A
1511	2004	INTHR	7600	5000/A	1HTWYAXT94J085268	18659	
1512	1988	WHITE	EXPII	5000/A	4V2DCFBD9JN607575	17398	
1525	1978	FORD	C8000	3200/A	D80DVAG8655	3185	
1527	1990	VOLVO	FE6	2800/A	YB3U6A3AOLB444555	8621	
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	
1545	1988	FORD	C700	3500/A	9BFYH81A0JDM02750	1399	
1546	1995	FRGHT	FL70	2800/A	1FV6HFBA9SL637471	1694	
1548	1988	FORD	C8000	2800/A	1FDXD80U3JVA33479	1686	
1551	1996	MACK	MS300P	2700/A	VG6M118BXTB301874	12255	
1562	1990	INTHR	4900	4800/A	1HTSHZ3T3LH694865	7811	
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
1585	2005	INTHR	7600	5000/A	1HTWYSBTX5J045795	192869
1586	2006	FRGHT	M2-106	3600/A	1FVFCYDC36HW39153	212698
1598	1987	FORD	L8000	4500/A	1FDZW82A2HVA02661	7688
1599	1999	INTER	4600	2800/A	1HTSDAANXXH651101	17904

**Yaphank Roster - Service**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
S602	2007	FORD	E350	UTILITY	1FDS35L97DA61151		499640
S603	2003	FORD	E250	VAN	1FTNE24243HB19965		168754
S604	2001	FORD	E250	VAN	1FTNE24251HB34973		154623
S605	2000	FORD	E250	VAN	1FTNE2424YHB22131		145463
S607	2001	FORD	E250	VAN	1FTNE24231HB34972		154622
S608	2001	FORD	E250	VAN	1FTNE24211HB14784		153635
S609	2001	FORD	E250	VAN	1FTNE24211HB34971		154620
S613	2006	FORD	E250	VAN	1FTNE24W56DA97098		495631
S614	2006	FORD	E250	VAN	1FTNE24W76DA97099		495632
S615	2006	FORD	E250	VAN	1FTNE24W36DA97097		495630
S616	2006	FORD	E250	VAN	1FTNE24WX6DA97100		495633
S617	2006	FORD	E250	VAN	1FTNE24W16DA97101		495634
S618	2008	FORD	E250	VAN	1FTNE24W98DA15330		500429
S619	2008	FORD	E250	VAN	1FTNE24W08DA15328		500427
S620	2008	FORD	E250	VAN	1FTNE24W28DA15329		500428
S621	2008	FORD	F450	UTILITY	1FDXF46R08EC98909		500505
S625	2000	CHVRL	G2500	VAN	1GCGG25R8Y1151073	8636	
S626	2010	FORD	E250	VAN	1FTNE2EW2ADA26545		509832
S627	2010	FORD	E250	VAN	1FTNE2EWXADA14028		509831
S628	2010	FORD	E250	VAN	1FTNE2EW8ADA75460		N/A
S630	2010	FORD	E250	VAN	1FTNE2EWXADA72785		N/A
S632	2003	FORD	E250	VAN	1FTNE24243HB19979		168789
S633	2003	FORD	E250	VAN	1FTNE24203HB19980		168790
S634	2003	FORD	E250	VAN	1FTNE24223HB19981		168791
S635	2003	FORD	E250	VAN	1FTNE24243HB19982		168792
S636	2003	FORD	E250	VAN	1FTNE24263HB19983		168793
S637	2009	FORD	E250	VAN	1FTNE24WX9DA72976		N/A
S638	2009	FORD	E250	VAN	1FTNE24W89DA76413		N/A
S639	2009	FORD	E250	VAN	1FTNE24W89DA72975		N/A
S640	2003	FORD	E250	VAN	1FTNE24283HB19984		168794
S642	2003	FORD	E250	VAN	1FTNE24213HB19986		168796
S644	2004	FORD	E350	UTILITY	1FDWE35L4HA98849		188262
S645	2009	FORD	E250	VAN	1FTNE24W69DA72974		N/A
S646	2009	FORD	E350	UTILITY	1FDSE35L09DA72994		N/A
S647	2009	FORD	E350	UTILITY	1FDSE35L99DA72993		N/A
S653	2000	FORD	E250	VAN	1FTNE242XYHB22134		145466
S654	2000	FORD	E250	VAN	1FTNE2421YHB22135		145467
S656	2000	FORD	E250	VAN	1FTNE2425YHB22137		145469
S659	2003	FORD	E250	VAN	1FTNE24253HB19988		168798

S660	2005	FORD	E250	VAN	1FTNE24WX5HB22620	196018
S661	2005	FORD	E250	VAN	1FTNE24W15HB22621	196019
S663	2003	FORD	E250	VAN	1FTNE24273HB19989	168799
S664	2005	FORD	E250	VAN	1FTNE24W35HB22622	196020
S669	2010	FORD	E250	VAN	1FTNE2EW1ADA72786	N/A
S670	2010	FORD	E250	VAN	1FTNE2EW3ADA72787	N/A
S671	2010	FORD	E250	VAN	1FTNE2EW5ADA72788	N/A
S672	2010	FORD	E250	VAN	1FTNE2EWXADA75461	N/A
S697	2000	FORD	E250	VAN	1FTNE2427YHA36215	139703

#### Yaphank Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M51	1992	FORD	F350	UTILITY	2FLDLF47MXNCB13638	8631	
M53	1983	CHVRL	3500	RACK	1GBJC34M2DV118865	3306	
M54	1995	GNC	2500	PICK UP	1FTFK24K9SE549038	18792	
M55	2000	FORD	E250	VAN	1FTNE242XYHA38623		139803
M58	2008	FORD	F250	PICKUP	1FTNF21528EC83056		500515
M59	1999	FORD	E250	VAN	1FTNE2425XHB52771		140466
M60	1992	FORD	E350	VAN	1FTJE34M3NHB62332	1703	
M61	1985	MITSU	FG15	FORK LIFT	F256387	1468	
M62	2011	FORD	F350	UTILITY	1FDRF3H62BEB59331		N/A
M67	2000	FORD	E350	VAN	1FTSE34F5WHA33714	8761	
M71	2001	FORD	RANGER	PICK-UP	1FTZR15E11TA02346		152279
M1511	1977	MACK	MB607T	2800/A	MB607T5022	1410	
M1552	1977	MACK	MB607T	2800/A	MB607T5024	1412	

#### Yaphank Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1554	1979	MACK	MR606P	3500/A	MR606P1043	1412	JPM
XM52	1996	FORD	E250	VAN	1FTJE34Y4THB48777		115535
XM57	1993	FORD	E350	VAN	1FTJE34H6PHB50312		55202
XM574	1987	FORD	F700	TANK	1FDPPF82K5HVA03903	1513	
XS612	2003	FORD	E250	VAN	1FTNE24276HB19975		168784
XS623	2003	FORD	E250	VAN	1FTNE24293HB19976		168785
XS629	2003	FORD	E250	VAN	1FTNE24203HB19977		168786
XS631	2003	FORD	E250	VAN	1FTNE24223HB19978		168788
XS643	2003	FORD	E250	VAN	1FTNE24233HB19987		168797
XS655	2000	FORD	E250	VAN	1FTNE2423YHB22136		145468
XS668	2005	FORD	E250	VAN	1FTNE24W55HB226323		196021
XS686	1999	FORD	E350	VAN	1FTSE34L8XHB24108		140544
XS690	2000	FORD	E250	VAN	1FTNE2429YHA36216		139705
XS691	2000	FORD	E250	VAN	1FTNE2428YHA36210		139698
XS692	2000	FORD	E250	VAN	1FTNE2423YHA36213		139701

**Boston Roster - Tank**

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
1109	1989	SCANIA	113H	5500A	YS2PH4226K1143672	19119	
1113	2004	FRGHT	CONDOR	5500A	1FVHCFS74RM79097	19114	
1150	2002	FRGHT	FL80	3000A	1FVABXAK02HJ84968	18240	
1151	2010	FRGHT	M<2	5000	1FVHC5CVXADAR5179		N/A
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	INT	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		N/A
1176	1988	FORD	L8000	5000A	1FDYW82A5JVA42041	11467	
1178	1989	MACK	RW-700	4600A	1M2AY10Y2KM004387	11469	
1179	1978	WHITE	EXPEDITER	5000A	3QRFRTG014287	11470	
1181	2003	INTL	7600	5000A	1HTWYAXT43J069462		168806
1182	1988	FORD	L9000	2800A	1FDXR82AOJVA58683	11473	
1184	1988	VOLVO	FE-6	2950A	YB3U6A3A8JB418069	11475	
1185	1982	FORD	LN9000	3500A	1FDYR90W2CVA19203	11476	
1186	1982	WHITE	EXPEDITER	3400A	1WXDAHHD6CN052353	11493	
1187	1988	SCANIA	112H	4600/2A	YS2PH4220J1129149	8535	
1192	2003	INTL	7600	5000A	1HTWYAXT23J069461		168805
1195	1990	WHITE	WX64	5000A	4V2DCFMD1LN629540	11504	
1198	2005	INTL	7600	5000A	1HTWYSBT25J045788	18749	
1200	2005	FRGHT	B-3	4200	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	
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	4V2DCFMEXS689176	11465	
1255	2004	INTER	BUS CLASS	3400A	1HTMKAAN14H664586	19115	
1256	2005	FRGHT	B2	4400A	1FVHCYDC95HU21483	19116	
1258	1987	SCANIA	112H	5500A	YS2PH4229H1122078	19117	



**Boston Roster - Service**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
S100	2009	FORD	E250	VAN	1FTNE24W09DA72985		N/A
S101	2009	FORD	E250	VAN	1FTNE24W49DA72987		N/A
S102	2009	FORD	E250	VAN	1FTNE24W29DA72986		N/A
S103	2010	FORD	E250	VAN	1FTNE2EW6ADA754487		N/A
S104	2010	FORD	E250	VAN	1FTNE2EW2ADA75485		N/A
S105	2010	FORD	E250	VAN	1FTNE2EW0ADA75484		N/A
S108	2010	FORD	E250	VAN	1FTNE2EW4ADA75486		N/A
S109	2010	FORD	E250	VAN	1FTN2EW9ADA75483		N/A
S115	2003	FORD	E250	VAN	1FTNE24203HB16920		168682
S116	2003	FORD	E250	VAN	1FTNE24223HB16921		168683
S117	2003	FORD	E250	VAN	1FTNE24243HB16922		168684
S120	2003	FORD	E250	VAN	1FTNE242X3HB16925		168687
S121	2003	FORD	E250	VAN	1FTNE24213HB16926		168688
S122	2003	FORD	E250	VAN	1FTNE24233HB16927		168689
S127	2003	FORD	E250	VAN	1FTNE24273HB16932		168694
S130	2003	FORD	E250	VAN	1FTNE24223HB16935		168697
S131	2005	FORD	E250	VAN	1FTNE24W85HB22664		196155
S132	2005	FORD	E250	VAN	1FTNE24WX5HB22665		196156
S133	2005	FORD	E250	VAN	1FTNE24W15HB22666		196157
S305	1997	FORD	E250	VAN	1FTHE24L5VHB67984		127115
S319	2000	FORD	E250	VAN	1FTNE2426YHB23796		145420
S321	2001	FORD	E250	VAN	1FTNE24291HB14810		153696
S323	2001	FORD	E250	VAN	1FTNE24221HB14812		153698
S324	2001	FORD	E250	VAN	1FTNE24241HB14813		153700
S325	2003	FORD	E250	VAN	1FTNE24283HB16910		168672
S326	2003	FORD	E250	VAN	1FTNE242X3HB16911		168673
S327	2003	FORD	E250	VAN	1FTNE24213HB16912		168674
S328	2003	FORD	E250	VAN	1FTNE24233HB16913		168675
S329	2003	FORD	E250	VAN	1FTNE24253HB16914		168676
S331	2003	FORD	E250	VAN	1FTNE24293HB16916		168678
S332	2003	FORD	E250	VAN	1FTNE24203HB16917		168679
S333	2003	FORD	E250	VAN	1FTNE24223HB16918		168680
S334	2003	FORD	E250	VAN	1FTNE24243HB16919		168681
S335	2004	FORD	E250	VAN	1FTNE24W74HB12948		188405
S336	2004	FORD	E250	VAN	1FTNE24W54HB12950		188406
S339	2000	FORD	E250	VAN	1FTNE2421YHB23785		145409
S343	2009	FORD	E250	VAN	1FTNE24W49DA72990		N/A
S344	2009	FORD	E250	VAN	1FTNE24W89DA72989		N/A
S345	2009	FORD	E250	VAN	1FTNE24W69DA72988		N/A
S375	2005	FORD	E250	VAN	1FTNE24W35HB22667		196158
S376	2005	FORD	E250	VAN	1FTNE24W55HB22668		196159
S377	2005	FORD	E250	VAN	1FTNE24W75HB22669		196160
S378	2005	FORD	E250	VAN	1FTNE24W35HB22670		196161
S380	2003	FORD	E250	VAN	1FTNE24263HB16923		168685
S381	2003	FORD	E250	VAN	1FTNE24253HB16931		168693
S382	2001	FORD	E250	VAN	1FTNE24221HB18309		153693
S384	2000	FORD	E250	VAN	1FTNE2425YHB23790		145414
S386	2003	FORD	E250	VAN	1FTNE24273HB16915		168677
S389	2000	FORD	E250	VAN	1FTNE2427YHB23788		145412
S390	2003	FORD	E250	VAN	1FTNE24203HB16934		168696

**Boston Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M03	1988	GMC	BRIG	3100A	1GDM8C1Y6J600764	19118	
M04	2000	FORD	E250	VAN	1FTNE2424YHB23795		145419
M06	2009	FORD	E350	UTILITY	1FDSE35L69DA72997		N/A
M07	2011	FORD	BOX	UTILITY	1FDSE3FLXBDA02214		N/A
M09	2003	FORD	E35Y	BOX	1FDWE35L43HA26411		167704
M16	1995	FORD	E350	VAN	1FTJE34HXSHA84775		107198
M18	1990	HYSTR		FORKLIFT	B1D7526	N/A	
M25	1999	FORD	E250	VAN	1FTNE2427XHB81009		139832
M26	2000	FORD	F250	PICK UP	1FTNF21L4YEC97541		152030
M31	2005	FORD		CUTVAN	1FDWE35L85HA46468		205308
M33	2006	FORD	F450	RACK	1FDXF47P86EA03811		206674

**Boston Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1175	1978	WHITE	EXPEDITER	5000A	3QRFRTG014286	11466	
X1189	1989	SCANIA	113H	3500A	YS2PH1229K1146564	11502	
X1196	1983	GMC	BRIG	4400A	1GDT9C4Z8DV519752	11994	
X1210	1978	WHITE	EXP II	5000 1/S	3QRFRTG014290	11395	
X1236	1979	FORD	LN8000	3000S	R909VFA8989	11997	
XM01	1980	GMC	BRIG	2800A	T18CVAV573498	11996	
XM02	1987	FORD	L8000	2700A	1FDXR80U0HV61445	11457	
XM05	2000	FORD	E250	VAN	1FTNE2425YHB23789		145413
XM20	1995	FORD	E350	CUBE	2FDKF37H6SCA37100		108399
XM22	1988	FORD	E250	VAN	1FTFE24H9JHC20442		49051
XM27	1998	FORD	E250	VAN	1FTPE2426WHA01879		127047
XM28	1999	FORD	E250	VAN	1FTRE1421XHC27266	11405	
XM29	1996	FORD	E350	VAN	1FTJE34Y6THB48733		115123
XM34	1999	FORD	E250	VAN	1FTNE2423XHB81007		139829
XS106	2000	FORD	E250	VAN	1FTNE242XYHB23784		145408
XS119	2003	FORD	E250	VAN	1FTNE24283HB16924		168686
XS123	2003	FORD	E250	VAN	1FTNE24253HB16928		168690
XS124	2003	FORD	E250	VAN	1FTNE24273HB16929		168691
XS125	2003	FORD	E250	VAN	1FTNE24233HB16930		168692
XS152	2000	FORD	E250	VAN	1FTNE2425YHB23787		145411
XS153	2000	FORD	E250	VAN	1FTNE2429YHB23808		145442
XS154	2000	FORD	E250	VAN	1FTNE2429YHB23811		145445
XS155	2000	FORD	E250	VAN	1FTNE2423YHB23786		145410
XS158	2001	FORD	E250	VAN	1FTNE24291HB18310		153694
XS159	2001	FORD	E250	VAN	1FTNE24221HB34977		154629
XS160	2001	FORD	E250	VAN	1FTNE24201HB34976		154628

XS302	1997	FORD	E250	VAN	1FTHE24L5VHA68971		127050
XS304	1998	FORD	E250	VAN	1FTFE24L1VHA07429		127051
XS307	1999	FORD	E250	VAN	1FTNE2421XHB81006		139828
XS311	1999	FORD	E250	VAN	1FTNE2423XHB81010		139833
XS314	2000	FORD	E250	VAN	1FTNE2427YHB23791		145415
XS315	2000	FORD	E250	VAN	1FTNE2429YHB23792		145416
XS316	2000	FORD	E250	VAN	1FTNE2420YHB23793		145417
XS320	2000	FORD	E250	VAN	1FTNE2428YHB23797		145421
XS322	2001	FORD	E250	VAN	1FTNE24201HB14811		153697
XS342	1999	FORD	E250	VAN	1FTNE24L9XHC31997	11413	
XS391	1996	FORD	E350	VAN	1FTJE34YOTHB36206		115120
XS392	2003	FORD	E250	VAN	1FTNE24293HB16933		168695

#### Buckley Roster - Tank

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
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	
1335	2010	INTL	4300	2800S	1HTMMAAN4BH382126		N/A
1336	1997	FORD	LS8000	3000A	1FDYN80E6VVA39728	19893	
1337	1991	FORD	LS8000	3300A	1FDYS82A7MVA08358	19892	
1338	2011	INTL	4300	2799	1HTMMAAN9BH382123		N/A

#### Buckley Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S250	2009	CHEV	G25	VAN	1GCGG25C691140747	18959	
S251	2008	FORD	E250	VAN	1FTNE24W18DA71374	18961	
S252	2004	CHEV	G31	CL utility	1GBJG31U641132817	18962	
S253	2009	CHEV	G25	VAN	1GCGG25C891143701	18963	
S254	2002	CHEV	G31	CL utility	1GBHG31R6Z1161743	18964	
S255	2002	GMC	G25	VAN	1GTGG25W421168241	18966	
S256	2002	GMC	G25	VAN	1GTGG25W921170082	18967	
S258	2003	GMC	G25	VAN	1GTGG25VX31129940	18969	
S259	2003	GMC	G25	VAN	1GTGG25V491114902	18970	
S260	2003	GMC	G25	VAN	1GTGG25V831180417	18971	

S261	2004	GMC	G15	VAN	1GTFG15T941107661	18972
S262	2001	FORD	E250	VAN	1FTNE24271HA26922	18973
S263	2005	CHEV	G25	VAN	1GCGG25V251101746	18974
S264	2003	GMC	G25	VAN	1GTGG25V831903120	18975
S265	2004	GMC	K34	OP utility	1GDHK34U94E357550	18976
S266	1999	CHEV	C24	OP utility	1GBGCZ4R1XF037595	18977
S267	2002	FORD	F21	OP utility	1FTNF21L02ED97640	18978
S269	2000	FORD	E350	VAN	1FTSE34F5YHA94108	17180

**Buckley Roster - Misc**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>Vin #</u>	<u>FAS #</u>	<u>Lease #</u>
M130	2000	FORD	F150	Pick Up	1FTRX18L7YKA99438	18960	
M131	2004	GMC	K24	Pick Up	1GTHK24U74EZ06723	18965	
M133	1998	FORD	E350	VAN	1FTSE34F8WHA86047	17177	

**Buckley Roster - Cars**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
	2008	CHEV	SILVERADO P-U	1GCEC14X68Z323177	18980	
	1999	FORD	TAURUS WAGON	1FAFP58S9XA122763	18979	
	1998	DODGE	CARAVAN	2B4FP25B4WR593658	18981	

**Buckley Roster - Surplus**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u> <u>Capacity A/S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
X1328	1990	INTER	4900	3450A	1HTSDTVN7LH234518	18953	
XS257	2002	CHEV	G25	VAN	1GCFG25R321177955	18968	

**G & S Roster - Tank**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity A/S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
1053	2002	KENWORTH	T300	2800A	2NKMHD7XX2M888359	19161	
1057	2006	KENWORTH	T300	2800A	2NKMHD7XX6M145836	19162	
1058	1988	FORD	LN8000	2800A	1FDXR80U7JVA01636	19159	
1502	2003	INTER	7400	3600/A	1HTWCADR93J069464		168787
1505	1984	FORD	L8000	3000/A	1FDYR8OU3EVA53002	19140	
1506	2008	FRGHT	M2-106	3000/A	1FVACYDJ38HZ05489		N/A
1507	2009	FRGHT	M2-106	3300	1FVACYDJ89HAF2457		N/A
1512	1986	FORD	L8000	2700/A	1FDXR0U3GVA28308	19151	
1521	1995	INTHR	4900	2800/A	1HTSDAAN7SH666180	19141	
1522	1997	INTHR	4900	2800/A	1HTSDAAN2VH467459	19142	
1523	1987	FORD	L8000	3000/A	1FDXR80U7HVA41192	19146/19168	

1525	1991	FORD	L8000	3000/A	1FDYR82A8MVA05822	19148
1526	1999	PETERBILT	330	2800/A	3BPNHD7X9XF480110	19149
1529	1983	GMC	TJ8C04	2800S	1GDP8C1YXDV503486	19157

**G & S Roster - Tractor Trailer**

Fleet #	Year	Make	Model	# Axles	VIN #	FAS #	Lease #
1548	1993	KW	T8	3	1XKDDR9X5PJ610754	18883	
1549	1993	HEIL	9200 A	2	1HLA3A7F6P7H57147	18884	

**G & S Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S700	2010	FORD	E350	VAN	1FTSE3EL6ADA85290		N/A
S701	2011	FORD	E250	VAN	1FTNE2EW6BDA25433		N/A
S703	1998	FORD	E350	VAN	1FTSE34FXWHB97182	19167	
S704	2002	FORD	E250	VAN	1FTNE24LX2HA70729	19164	
S705	2004	CHEV	ASTRO	VAN	1GCDL19X14B117577	19165	
S750	2008	FORD	E250	VAN	1FTNE24W48DA15316		500415
S751	2008	FORD	E250	VAN	1FTNE24W68DA15317		500416
S752	2009	FORD	E250	VAN	1FTNE24W69DA70576		N/A
S753	2009	FORD	E250	VAN	1FTNE24W49DA70575		N/A
S754	2009	FORD	E250	VAN	1FTNE24W89DA70577		N/A
S755	2010	FORD	E250	VAN	1FTNE2EW8ADA75488		N/A
S756	2010	FORD	E250	VAN	1FTNE2EWXADA75489		N/A
S770	2000	FORD	E250	VAN	1FTNE2422YHB23813		145452
S773	2001	FORD	E250CV	VAN	1FTNE24291HB14824		153746
S774	2001	FORD	E250CV	VAN	1FTNE24201HB14825		153748
S777	1999	FORD	E250	VAN	1FTNE2422XHB77465		139796
S779	2003	FORD	E250	VAN	1FTNE24233HB16880		168617
S780	2003	FORD	E250	VAN	1FTNE24253HB16881		168618
S781	2005	FORD	E250	VAN	1FTNE24W45HB22600		195994
S782	2005	FORD	E250	VAN	1FTNE24W65HB22601		195995

**G & S Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M102	2000	FORD	E450	BOX	1FDXE45S6YHB88985		153174
M103	2002	FORD	E450	BOX	1FDXE45502HA45618		167365
M104	1986	CHEVY	C30	RACK	1GBHC34M8GJ127791	19156	
M105	2006	FORD	E350	BOX	1FDWE35L76HB19881		497232
M106	1995	FORD	F250	UTILITY	1FTHF26H6SNA20544	19144	
M107	1991	YALE	GLC	FORKLIFT	N512890		N/A

M109	1997	ISUZU	NPR	BOX	JALC4B1K6V7001826			161345
M113	2000	MITSUBISHI	FE639	BOX	JW6AAE1H7YL004429		27924	
M115	1998	FORD	E350	VAN	1FTSE34L1WHB21677		19152	
M116	1997	FORD	F350	PICK UP	3FEHF36H3VMA49656		19163	

#### G & S Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1524	1979	FORD	L8000	3100A	R80DVEJ8755	19147	JPM
XM114	1995	FORD	E250	VAN	1FTNE24H5SHB43120	19145	
XS706	1995	FORD	E350	VAN	1FTJE34FXSHC14942	19166	
XS758	1999	FORD	E250	VAN	1FTNE2424XHB77466		139797
XS763	1998	FORD	E250	VAN	1FTNS24L4WHB08504	19150	
XS771	2001	FORD	E250	VAN	1FTNE24L21HA28988		153119
XS775	2001	FORD	E250CV	VAN	1FTNE24271HB14823		153744

#### N. Haven Roster - Tank

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
1001	1986	MACK	DM685S	5000D/A	2M2B126C2GC012393	9844	
1002	2008	FRGHT	M2-106	3400/A	1FVFCYDJ58HZ05497		N/A
1003	2002	FRGHT	FL80	3300/A	1FVABXAK22HJ84969	18233	
1004	2009	FRGHT	M2106	3300	1FVACYDJ29HAF2454		N/A
1006	1988	VOLVO	FE615	3000/A	YB3U6A3A4JB415543	9852	
1007	2002	FRGHT	FL80	3300A	1FVABXAK22HJ84972	18236	
1008	1989	VOLVO	FE615	3000/A	YB3U6A3A4KB427871	9853	
1011	1999	INTER	4900	2600/A	1HTSDAA3XH644295	9895	
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	LTS900	4400/A	1FDZY90W3LVA07391	9862	
1037	2004	INTER	7600	5000/1/A	1HTWYAXT84J085262	18639	
1038	2004	INTER	7600	5000/1/A	1HTWYAXT04J085269	18640	

#### N. Haven Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S053	2005	FORD	E250	VAN	1FTNE24WX5HB22598		195978
S054	2005	FORD	E250	VAN	1FTNE24W35HB22605		196003
S055	2005	FORD	E250	VAN	1FTNE24W55HB22606		196004
S056	2006	FORD	E250	VAN	1FTNE24W56DA97070		495596
S058	2006	FORD	E250	VAN	1FTNE24W76DA97071		495597
S061	2001	FORD	E250	VAN	1FTNE24231HB14821		153742

S062	2008	FORD	E250	VAN	1FTNE24W18DA15273		500331
S063	2009	FORD	E250	VAN	1FTNE24W39DA72981		N/A
S064	2006	FORD	E250	VAN	1FTNE24W46DA97075		495601
S065	2006	FORD	E250	VAN	1FTNE24W66DA97076		495602
S069	1999	FORD	E250	VAN	1FTNE2425XHB77475		139821
S070	2000	FORD	E250	VAN	1FTNE2421YHB23799		145423
S071	2010	FORD	E250	VAN	1FTNE2EW5ADA75495		N/A
S072	2010	FORD	E250	VAN	1FTNE2EW7ADA75496		N/A
S073	2010	FORD	E250	VAN	1FTNE2EW9ADA75497		N/A
S074	2010	FORD	E250	VAN	1FTNE2EWXADA75492		N/A
<b>S086</b>	<b>1999</b>	<b>FORD</b>	<b>E250</b>	<b>VAN</b>	<b>1FTNE2427XHB77476</b>		<b>139822</b>
S092	2003	FORD	E250	VAN	1FTNE24293HB16883		168631
S094	2003	FORD	E250	VAN	1FTNE24223HB16885		168635
S095	2003	FORD	E250	VAN	1FTNE24243HB16886		168636
S099	2004	FORD	E250	VAN	1FTNE24W74HA03874		179002

#### N. Haven Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M41	2000	FORD	E450	CUBE	1FDXE45S2YHB54929		153171
M42	1979	HSTER	S50C	FORKLIFT	C2D5530M	N/A	
M43	1985	INTER	S1954	2600A	1HTLDTVN3FHA41259	9892	
M44	1994	FORD	E350	VAN	1FTJE34M84HA73023	9847	
M45	2011	FORD	F250	PICK UP	1FTBF2B60BEB75486		N/A
M48	1989	FORD	F350	RACK	2FDKF37H4KCB42167		48828
M49	1998	FORD	E350	CUBE	1FDWE37L4WHC04464		140277

#### N. Haven Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1000	1979	GMC	J8C042	2400D-S	C18CY9V147985	9848	
X1013	1983	GMC	TJ8C04	2500S	1GDP8C1Y5DV503783	9851	JPM
X1015	1988	MERCE	LP1419	2800/A	1MBZB79A6JN773657	9854	
X1017	1976	FORD	C8000	3500/A	D80DVA35422	9882	
X1020	1986	GMC	BRIG	3000A	1GDM8C1Y3GV500517	9858	JPM
X1021	1989	FORD	C8000	3500/A	1FDYD80U4KVA07141	9880	JPM
X1024	1987	MACK	MS300P	3000A	VG6M112B0H065476	9860	JPM
XC57	2005	FORD	ESCAPE	SUV	1FMCU93135KA21524		187237
XS051	2000	FORD	E250	VAN	1FTNE2422YHB23777		145384
XS052	2000	FORD	E250	VAN	1FTNE2420YHB23776		145383
XS057	1999	FORD	E250	VAN	1FRNE2428XHB81004		139826
XS059	1999	FORD	E250	VAN	1FTNE2429XHB77477		139823
XS060	2000	FORD	E250	VAN	1FTNE242WYHB23798		145422
XS076	1999	FORD	E250	VAN	1FTNE2420XHB77478		139825
XS080	2000	FORD	E250	VAN	1FTNE2424YHB23800		145424
XS090	1999	FORD	E250	VAN	1FTNE2421XHB77473		139818
XS093	2003	FORD	E250	VAN	1FTNE24203HB16884		168633
XS098	2003	FORD	E250	VAN	1FTNE242X3HB16889		168642

**Norwalk Roster - Tank**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity</u> <u>A / S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
1400	2002	FRGHT	FL 80	3300A	1FVABXAK92HJ84970	18234	
1401	2008	FRGHT	M2-106	3200A	1FVACYDJ18HZ05488		N/A
1402	1999	INTR	4900	2800A	1HTSDAAN7XH647796	10089	
1403	1986	INTER	S1954	2600A	1HTLDTVN5GHA15182	9893	
1404	2010	FRGHT	MS2-106	3300A	1FVACYBS7ADAR4291		N/A
1405	2010	FRGHT	MS106	3400a	1FVACYBS9ADAR4292		N/A
1406	1985	INTER	S1954	2800A	1HTLH0000FHA35546	10028	
1410	1995	FORD	LN8000	3500A	1FDXR82E35VAO8395	10091	
1411	1998	FORD	LN8000	3600A	1FDXN80E0WVA39852	10090	
1416	1988	FORD	LN8000	2700/A	1FDXR82AXJVA47450	9983	
1417	1987	FORD	LN8000	2800A	1FDXR82AXHVA61262	9981	
1427	1988	FORD	LN8000	3250A	1FDXR82AXJVAO5232	9990	
1428	1988	FORD	LN8000	2850A	1FDXS80U4JVA09939	9991	
1429	1988	FORD	L8000	2500A	1FDXR82A3JVA47449	9984	
1450	2002	FRGHT	FL 80	3300A	1FVABXAK02HJ84971	18235	
1452	2002	FRGHT	FL 80	3000A	1FVABXAK42HJ84973	18237	
1457	1981	MACK	R606T	3600A	1M2N121CXBA001320	9767	
1464	1980	WHITE	EXP2	3500A	3ARFGST040021	9727	
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	
1480	1979	WHITE	EXP2	3000A	3ARDPST021538	9811	
1481	1989	WHITE	EXPD2	2800A	4V2DAEAD3KN615917	9812	
1482	2005	INTR	7600	5000A	1HTWYSBT75J045785	18545	
1483	2005	INTR	7600	5000A	1HTWYSBT95J045786	18546	
1484	2009	FRGHT	M2106	3300	1FVACYDJ69HAF2456		N/A
1485	2009	FRGHT	M2106	3300	1FVACYDJ49HAF2455		N/A

**Norwalk Roster - Service**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body</u> <u>Type</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
S600	2008	FORD	E250	VAN	1FTNE24WX8DA15305		500332
S601	2008	FORD	D250	VAN	1FTNE24WX8DA15272		500330
S603	2009	FORD	E250	VAN	1FTNE24W59DA72982		N/A
S604	2009	FORD	E250	VAN	1FTNE24W79DA72983		N/A
S605	2009	FORD	E250	VAN	1FTNE24W99DA72984		N/A
S608	2000	FORD	E250	VAN	1FTNE2424YHB23781		145388
S609	2000	FORD	E250	VAN	1FTNE2426YHB23782		145389
S612	2001	FORD	E250	VAN	1FTNE24261HB14815		153736
S613	2001	FORD	E250	VAN	1FTNE242X1HB14816		153737
S615	2010	FORD	E250	VAN	1FTNE2EW6ADA75490		N/A



S616	2010	FORD	E250	VAN	1FTNE2EW8ADA75491		N/A
S617	2010	FORD	E250	VAN	1FTNE2EW1ADA75493		N/A
S618	2010	FORD	E250	VAN	1FTNE2EW3ADA75494		N/A
S620	2005	FORD	E250	VAN	1FTNE24W45HA28068		195287
S621	2005	FORD	E250	VAN	1FTNE24W15HB22604		196002
S641	1996	FORD	E250	VAN	1FTJE34HITHB58022		115140
S646	2003	FORD	E250	VAN	1FTNE24233HB16877		168594
S648	2003	FORD	E250	VAN	1FTNE24273HB16879		168596
S653	2003	FORD	E250	VAN	1FTNE24213HB16876		168593
S658	2004	FORD	E250	VAN	1FTNE24WX4HA01150		183593
S663	1996	FORD	E350	VAN	1FTJE34H4THB36208		115146
S667	2005	FORD	E250	VAN	1FTNE24W15HB22599		195979
S668	2005	FORD	E250	VAN	1FTNE24W85HB22602		196000
S669	2005	FORD	E250	VAN	1FTNE24WX5HB22603		196001
S671	2006	FORD	E250	VAN	1FTNE24W96DA97072		495598
S674	2006	FORD	E250	VAN	1FTNE24W06DA97073		495599
S677	2006	FORD	E250	VAN	1FTNE24W26DA97074		495600
S679	2005	FORD	E250	VAN	1FTNE24W45HA28071		195270
S694	2000	FORD	E250	VAN	1FTNE2423YHB23805		145436
S696	2000	FORD	E250	VAN	1FTNE2425YHB23806		145437
S698	2000	FORD	E250	VAN	1FTNE2421YHB23804		145435

#### Norwalk Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M80	1997	FORD	F350	PICK UP	3FTHF26H6VMA08327		117762
M81	1999	FORD	E250	VAN	1FTNE2428ZHB77468		139804
M82	2008	FORD	F150	PICK UP	1FTRX14W68FA57500		500713
M85	1987	FORD	F800	2800A	1FDXT84A8HVA23186	10029	
M86	2003	FORD	F450	RACK	1FDXF47S43EB40003		169193
M88	1979	FORD	C8000	3200A	D80DVFE7408	9929	
M89	1985	INTL	1954	2800A	1HTLDTVN7FHAA54158	9795	
M90	1985	MITSUBSHI	FG20	FORKLIFT	F17-02069	N/A	
M95	1997	FORD	F250	PICKUP	1FTHF26H7VEC12821		129376

#### Norwalk Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1414	1986	FORD	LN8000	2800A	1FDXR80UXGVA14289	4846	
X1426	1986	FORD	LN8000	3450/A	1FDXR80U1GVA61131	9989	
X1441	1980	FORD	C8000	3200/A	D80UVGD9069	9930	
X1445	1983	FORD	L8000	3600/A	1FDXR80U2DVA36038	9985	
X1456	1978	MACK	R606T	3600/A	R606T1030	9703	
X1470	1988	MACK	R690T	3300A	1M2N275COKW008042	9668	
XC68	2002	FORD	ESCAPE	SUV	1FM404112KC48412		165780
XC78	1995	CHEVY	CAPRICE	4 DR	1G1BL52W6SR115109	9825	JPM
XM84	1988	CHEVY	C2500	PICK UP	1GCGC24K9KE123010		48943

XM87	1997	FORD	F150	PICK UP	1FTDF182XVNB91772			117760
XM92	1976	MACK	R607T	3000S	R607T5605		9702	
XM93	1972	FORD	E250	VAN	F50BCP47280		9747	
XS614	2000	FORD	E250	VAN	1FTNE2428YHB23783			145390
XS644	1996	FORD	E250	VAN	1FTJE34H7THB58025			115143
XS647	2003	FORD	E250	VAN	1FTNE24253HB16878			168595
XS650	2001	FORD	E250	VAN	1FTNE24251HB14819			153740
XS651	2001	FORD	E250	VAN	1FTNE2421HB34978			154631
XS659	2003	FORD	E250	VAN	1FTNE24283HB16888			168640
XS660	2004	FORD	E250	VAN	1FTNE24W34HA03855			183592
XS664	1999	FORD	E250	VAN	1FTNE242XXHB77469			139807
XS672	2000	FORD	250	VAN	1FTNE2422YHB23780			145387
XS673	2003	FORD	E250	VAN	1FTNE24273HB16882			168629
XS676	1993	FORD	E350	VAN	1FTJE34H2PHB59606			55271
XS690	1999	FORD	E250	VAN	1FTNW2428XHB77471			139814
XS691	2000	FORD	E250	VAN	1FTNE2428YHA02297			144466
XS692	2000	FORD	E250	VAN	1FTNE2428YHB23802			145433
XS693	2000	FORD	E250	VAN	1FTNE2427YHB23807			145438
XS695	2000	FORD	E250	VAN	1FTNE2426YHB23801			145432
XS697	2000	FORD	E250	VAN	1FTNE242XYHB23803			145434
XS699	2001	FORD	E250	VAN	1FTNE24211HB14817			153738

#### Norwalk Roster - Cars

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
C70		FORD	PICK				
	2010	F150	UP		1FTFX1EV8AFD59935		518029

#### RI Roster - Tank

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
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	
1314	2003	INTL	7400	3600/A	1HTWCADR73J069463		168802
1315	2003	INTL	7400	3600/A	1HTWCADR03J069465		168801
1320	2003	INTL	7600	5000/A	1HTWYAXT03J069460		168807
1601	1995	FRHT	FL70	2700/A	1FV6HLBA6SL708852	11628	
1602	2009	FRGHT	MS-112	5000/A	1FVMC5CV69HAG6177		N/A
1604	2010	FRGHT	MS-106	3300/A	1FVACYBS5ADAR4290		N/A
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	LN7000	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
1644	1985	MACK	R686ST	2500/1500A	1M2N179Y7FA097359	11683
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	1HTLDTVNXXKH635581	11561
1661	1988	INTL	1954	3500A	1HTLDTVRXJH571740	11665
1662	1987	INTL	1954	3500A	1HTLDTVVR6HHA15079	11664
1663	1984	INTL	S1900	2000/800A	1HTLDTVNI1EHA68667	11759
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	1HTLDTVNI1HHA20283	11747
1698	1986	FORD	LN8000	2800A	1FDXR80W7GVA08207	11743
1699	1984	INTL	S1900	2800A	1HTLDTVNTEHA68673	11744
1705	1982	INTL	S1900	2800A	2HTAA1950CCA16790	11745
1708	2003	INTL	7600	5000A	1HTWYAXT23JO69458	168803
1709	2003	INTL	7600	5000A	1HTWYAXT43JO69459	168804
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

**RI Roster - Tractor Trailer**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1771	1989	MACK	R688ST		1M2N187Y3KW029047	11735	
1773	1985	MACK	R686ST		1M2N179Y8FA001156	11734	
1775	1990	FRHT	FLD120		1FUYDCYBLH376750	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	

**RI Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S37	2003	FORD	E250	VAN	1FTNE242X3HB16875		168592
S802	1997	FORD	E350	VAN	1FDKE37F1VHB84746	11736	
S803	2008	FORD	E250	VAN	1FTNE24W78DA14385		500403
S804	2008	FORD	E250	VAN	1FTNE24W98DA14386		500404
S805	2008	FORD	E250	VAN	1FTNE24W18DA15306		500405
S808	2001	FORD	E250	VAN	1FTNE24L01HA26821	11715	
S812	2001	FORD	E250	VAN	1FTNE24L51HA34462	11724	
S813	2005	FORD	E250	VAN	1FTNE24W55HB22671		196162
S814	2008	FORD	E250	VAN	1FTNE24W38DA15307		500406
S815	2008	FORD	E250	VAN	1FTNE24W98DA15313		500412
S817	2005	FORD	E250	VAN	1FTNE24W75HB22672		196163
S818	2005	FORD	E250	VAN	1FTNE24W95HB22673		196164
S819	2005	FORD	E250	VAN	1FTNE24W05HB22674		196165
S820	2008	FORD	E250	VAN	1FTNE24W08DA15314		500413
S822	2005	FORD	E250	VAN	1FTNE24W25HB22675		196166
S829	2001	FORD	E250	VAN	1FTNE24261HB14828		153751
S831	2005	FORD	E250	VAN	1FTNE24W45HB22676		196167
S832	2005	FORD	E250	VAN	1FTNE24W65HB22677		196168
S838	1999	FORD	E250	VAN	1FTNE2429XHB81027		139926
S839	2010	FORD	E250	VAN	1FTNE2EW5ADA75478		N/A
S840	2010	FORD	E250	VAN	1FTNE2EW3ADA75480		N/A
S841	2010	FORD	E250	VAN	1FTNE2EW1ADA75476		N/A
S842	2010	FORD	E250	VAN	1FTNE2EW3ADA75477		N/A
S843	2010	FORD	E250	VAN	1FTNE2EW5ADA75481		N/A
S845	2000	FORD	E250	VAN	1FTNE2425YHB23773		145347
S848	2000	FORD	E250	VAN	1FTNE2429YHB23775		145349

S849	2010	FORD	E250	VAN	1FTNE2EW7ADA75479		N/A
S850	2010	FORD	E250	VAN	1FTNE2EW7ADA75482		N/A
S852	2001	FORD	E250	VAN	1FTNE24281HB14829		153752
S854	2005	FORD	E250	VAN	1FTNE24W85HB22678		196169
S855	2005	FORD	E250	VAN	1FTNE24WX5HB22679		196170
S860	2001	FORD	E250	VAN	1FTNE24291HB21059		155861
S864	2001	FORD	E250	VAN	1FTNE24201HB18308		153692
S871	2001	FORD	E250	VAN	1FTNE24211HB21072		155862
S872	2001	FORD	E250	VAN	1FTNE24261HB14831		153773
S883	2002	FORD	E350	VAN	1FTSE34LX2HB38214	12117	
S887	2008	FORD	E250	VAN	1FTNE24W78DA15309		500408
S888	2008	FORD	E250	VAN	1FTNE24W38DA15310		500409
S889	2008	FORD	E250	VAN	1FTNE24W58DA15311		500410
S890	2008	FORD	E250	VAN	1FTNE24W28DA15315		500414
S891	2008	FORD	E250	VAN	1FTNE24W78DA15312		500411
S892	2009	FORD	E350	UTILITY	1FDSE35L79DA72992		N/A
S893	2009	FORD	E350	UTILITY	1FDSE35L59DA72991		N/A
S901	2001	FORD	E250	VAN	1FTNE24L41HA34453	11703	
S902	2001	FORD	E250	VAN	1FTNE24L41HA71731	11704	
S912	1999	FORD	E250	VAN	1FTNE2428XHB81021		139919
S949	2001	FORD	E250	VAN	1FTNE24241HB14827		153750
S970	2003	FORD	E250	VAN	1FTNE24263HB16890		168647
S971	2003	FORD	E250	VAN	1FTNE24283HB16891		168648
S972	2003	FORD	E250	VAN	1FTNE242X3HB16892		168649
S973	2003	FORD	E250	VAN	1FTNE24213HB16893		168650
S975	2003	FORD	E250	VAN	1FTNE24253HB16895		168652
S976	2003	FORD	E250	VAN	1FTNE24273HB16896		168654
S978	2003	FORD	E250	VAN	1FTNE24203HB16898		168657
S980	2003	FORD	E250	VAN	1FTNE24253HB16900		168659
S981	2003	FORD	E250	VAN	1FTNE24273HB16901		168660
S982	2003	FORD	E250	VAN	1FTNE24293HB16902		168661
S983	2003	FORD	E250	VAN	1FTNE24203HB16903		168662
S984	2003	FORD	E250	VAN	1FTNE24223HB16904		168663
S985	2003	FORD	E250	VAN	1FTNE24243HB16905		168664
S986	2003	FORD	E250	VAN	1FTNE24263HB16906		168665
S987	2003	FORD	E250	VAN	1FTNE24283HB16907		168666
S989	2003	FORD	E250	VAN	1FTNE24213HB16909		168668
S990	2006	FORD	E250	VAN	1FTNE24W86DA97077		495610
S991	2006	FORD	E250	VAN	1FTNE24WX6DA97078		495611
S992	2006	FORD	E250	VAN	1FTNE24W16DA97079		495612
S994	2006	FORD	E250	VAN	1FTNE24WX6DA97081		495614
S995	2006	FORD	E250	VAN	1FTNE24W16DA97082		495615
S996	2006	FORD	E250	VAN	1FTNE24W36DA97083		495616
S997	2006	FORD	E250	VAN	1FTNE24W56DA97084		495617
S998	2006	FORD	E250	VAN	1FTNE24W76DA97085		495618
S999	2006	FORD	E250	VAN	1FTNE24W96DA97086		495619
S997	2006	FORD	E250	VAN	1FTNE24W56DA97084		495617

**RI Roster - Misc**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS	
						Fas #	Lease #
M31	1997	CHEV	G30	CUBEVAN	1GBHG31R2V1080128		12104
M32	1991	FORD	F450	RACK	2FDLF47G2MCA25286		11828
M33	2004	FORD	E350	BOX	1FDWE35L74HA98852		188264
M34	1981	Allis Chalmers		FORKLIFT	ACC30RSAMA74760		12112
M36	2001	FORD	E250	VAN	1FTNE24L81HB43983		12112
M37	2004	FORD	F250	PICKUP	1FTNF21L94EA54320		183788
M38	2000	FORD	F350	PICKUP	1FTSF31LOYEC86254		148336
M39	2009	FORD	F25	PICKUP	1FTNF21569EA90362		N/A
M40	2009	FORD	E450	UTILITY	1FDXE45S09DA91192		509033
M42	2010	FORD	F150	PICKUP	1FTEX1E81AFD47826		518026
M51	2001	FORD	F150	PICKUP	1FTZF17291NA45669		154036
M52	2002	FORD	F250	UTILITY	1FTNE20L22EC30929		162162
M54	1999	FORD	E250	VAN	1FTNE2426XHB81020		139918
M55	1999	FORD	E250	VAN	1FTNE2421XHB81023		139922
M63	1990	FORD	F250	PICKUP	1FTHF26H4LNA47551	11752	
M64	1995	FORD	F250	PICKUP	2FTHF25H5SCA72836	11712	
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	
M76	1996	FORD	F350	UTILITY	2FDKF37H7TCA60175		116186
M79	1988	GMC	8500	3000A	4GDM8C1Y9JV702283	11557	
T-1	NA	HOMEMADE	NA	NA	HMPETRO		N/A
T-2	NA	HOMEMADE	275	NA	HMPETRO		N/A

**RI Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS	
						Fas #	Lease #
X1614	1990	FORD	LN8000	2850A	1FDXR82AXLVA12166	11537	
X1622	1982	INTL	1954	2850A	1HTAA1951CHA21747	11544	
X1645	1989	MACK	MR690S	3000/2500A	1M2K175C8KM001955	11685	
X1676	1993	FORD	CF8000	2800	9BFXH81A0LDM01208	11568	
X1684	1990	FORD	CF8000	2600/A	9BFXH81AXLDM01541	11576	
X1686	1990	FORD	LN8000	2800A	1FDXR82A3LVA04152	11754	
X1688	1989	MACK	CM422	2700A BL	1M2BV03Y1KM001442	11690	
X1691	1988	FORD	CF8000	2800A	9BFXHB1A7JDM05026	11749	
X1697	1986	FORD	LN8000	2800A	1FDXR80U3GVA51040	11741	
X1700	1985	INTL	S1900	2800A	1HTLDTVN8FHA22755	11746	
X1702	1985	FORD	C8000	2800A	1FDXD80U4FVA66689	11753	
X1728	1998	MACK	MS300P	2700A BL	VG6M118B6WB302539	12103	
X1730	1994	MACK	CS3009	2700A BL	VG6BA09B9RB700882	12107	
X1731	1994	MACK	CS300P	2700A BL	VG6BA09B3RB700876	12108	
X1772	1985	MACK	R686ST	TRACTOR	1M2N179Y1FA001063	11732	
X1774	1985	MACK	R686ST	3 AXLE	1M2N179Y5FA001079	11733	

X1792	1995	HM	275		HOMEMADE		11766	
XC26	1998	GMC	JIMMY		1GKDT13W3W2514053		11772	JPM
XM30	1996	FORD	E350	VAN	1FTJE34Y5THB36198			115109
XM41	2003	FORD	E250	VAN	1FTSE34L33HA32799		12088	JPM
XM53	2000	DODGE	RAM 1500	PICK UP	1B7HC16Y3YS625215		12600	
XM57	1990	FORD	F250	PICK UP	1FTHF26H2LKB50811		11731	
XM59	1985	CHEV	3500	STEPVAN	1GBFP32M9F3301496		12061	
XM65	1992	GMC	G30	VAN	2GDGG31K4N4506111		11711	
XM67	1998	FORD	E250	VAN	1FTPE2427WHB56795		11770	
XM68	1990	CHEV	C250	PICKUP	1GCGK24K3LE109849		11604	
XM69	1993	DODGE	DAKOTA	PICK UP	1B7FL26X7PS217626		11653	
XM72	1988	FORD	F350	PICKUP	1FDHF37G9JKA66814		11750	
XM74	1995	FORD	E350	VAN	1FTJE34Y2SHB94171			108055
XM75	1996	FORD	E350	VAN	1FTJE34Y4THB36192			115103
XM78	1996	FORD	E250	VAN	1FTHE24Y3THB35432		11692	
XS31	1999	FORD	E250	VAN	1FTNE2424XHB81016			139842
XS32	1999	FORD	E250	VAN	1FTNE2420XHB81014			139840
XS35	2000	FORD	E250	VAN	1FTNE2427YHB23810			145444
XS36	2001	FORD	E250	VAN	1FTNE24211HB14820			153741
XS809	2001	FORD	E250	VAN	1FTNE24L21HA20437		11717	
XS810	2001	FORD	E250	VAN	1FTNE24L51HA05043		11721	JPM
XS816	1994	CHVRL	G20	VAN	1GCDG15Z8RF173169		11719	
XXS824	2001	FORD	E250	VAN	1FTNE24241HB14830			153753
XS833	1999	FORD	E250	VAN	1FTNE242XXHB1022			139920
XS835	1999	FORD	E250	VAN	1FTNE2425XHB81025			139924
XS836	1996	FORD	E350	VAN	1FTJE34Y0THA01257			109422
XS846	1999	FORD	E250	VAN	1FTNE2423XHB81024			139923
XS851	1996	FORD	E350	VAN	1FTJE34Y2THA01258			109423
XS858	1996	FORD	E350	VAN	1FTJE34Y0THB36187			115098
XS859	1999	DODGE	B150	VAN	2B7HB11X2XK539811		11658	JPM
XS861	1998	FORD	E150	VAN	1FTRE1426WHC18934		11657	
XXS862	1999	FORD	E250	VAN	1FTNE2425XHB81008			139830
XS863	1999	FORD	E250	VAN	1FTNE2425XHB81011			139834
XXS867	1999	FORD	E250	VAN	1FTNE24L9XHC00023		12598	
XS869	2001	FORD	E250	VAN	1FTNE24201HB18311			153695
XS870	1999	FORD	E250	VAN	1FTNE2429XHB81013			139836
XS882	1998	FORD	E250	VAN	1FTPE24L8WHB21837		12116	
XS885	1997	FORD	E250	VAN	1FTHE24L7VHB67985			127111
XS886	2008	FORD	E250	VAN	1FTNE24W58DA15308			500407
XS909	1997	FORD	E250	VAN	1FTHE2422VHA76646		11694	
XS914	1999	DODGE	B250	VAN	2B7HB11Y7XK561182		11643	
XS915	2000	FORD	E250	VAN	1FTNE2421YHB23771			145345
XS920	1999	DODGE	B250	VAN	2B7KB31Z8XK507190		11667	
XS921	2001	FORD	E250	VAN	1FTNE24221HB14826			153749
XS922	1998	FORD	E250	VAN	1FTPE2423WHB56793		11769	
XS923	1998	FORD	E250	VAN	1FTPE242XWHA71434		11785	
XS936	1998	DODGE	B150	VAN	2B7HB11X0WK102047		11679	
XS940	1996	FORD	E350	VAN	1FTJE34Y2THB36191			115102

XS943	1997	FORD	E250	VAN	1FTHE24L1VHB67982			127112
XS944	1999	FORD	E250	VAN	1FTNE242XXHB81019			139917
XS946	1999	FORD	E250	VAN	1FTNE2422XHB81029			139928
XS948	2000	FORD	E250	VAN	1FTNE2423YHB23772			145346
XS964	1997	FORD	E250	VAN	1FTNE24L7VHB56209			127110
XS974	2003	FORD	E250	VAN	1FTNE24233HB16894			168651
XS977	2003	FORD	E250	VAN	1FTNE24293HB16897			168656
XS979	2003	FORD	E250	VAN	1FTNE24223HB13899			168658
XS988	2003	FORD	E250	VAN	1FTNE242X3HB16908			168667
XS993	2006	FORD	E250	VAN	1FTNE24W86DA97080			495613

#### RI Roster - Cars

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity</u> <u>A / S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
C33	2003	FORD	F250		1FTNF21L53EC74505		169605

#### Woods Roster - Tanks

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Capacity</u> <u>A / S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
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	
1563	2002	FRGHT	FL70	2700	1FVABTAK62HK02334	17161	
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	

#### Woods Roster - Service

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body</u> <u>Type</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
S200	2010	FORD	E350	VAN	1FTSE3EL0ADA85303		N/A
S210	2010	FORD	E350	VAN	1FTSE3EL9ADA85302		N/A
S214	2005	FORD	E350	VAN	1FDSE35LX5HA32800	17192	
S221	2005	FRGHT	SPRINTER	VAN	WD2PD644355734868	17189	
S222	2005	FRGHT	SPRINTER	VAN	WD2PD644855761127	17190	
S223	2002	FRGHT	SPRINTER	VAN	WD2YD641525373407	17183	
S225	2002	FRGHT	SPRINTER	VAN	WD2YD641425378341	17184	
S233	2003	FRGHT	SPRINTER	VAN	WD2YD641835399355	17185	



S234	2003	FRGHT	SPRINTER	VAN	WD2YD642735515783	17187
S235	2003	FRGHT	SPRINTER	VAN	WD2YD642X35522081	17186
S241	2006	FORD	E350	VAN	1FTSS34L66HA38058	17193
S242	2006	FORD	E350	VAN	1FDSE35L8L8HB01954	17194
S243	2004	FRGHT	SPRINTER	VAN	WD2PD643145605324	17188
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

**Woods Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
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	1GNNT13W012199966	17198	

**Woods Roster - Cars**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
C42	2006	CHEVROLET	TRAILBLAZER		1GNNT13S262116039	17199	

**Woods Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
XS202	1994	FORD	E350	VAN	1FTJE34M2RHB01589	17170	
XS204	1994	FORD	E350	VAN	1FTJE34MORHB07987	17171	
XS205	1996	FORD	E350	VAN	1FTJE34F4THA42943	17173	
XS206	1997	FORD	E350	VAN	1FTJE34F1VHA35774	17174	
XS207	1997	FORD	E350	VAN	1FTJE34FXVHA35773	17175	
XS211	1999	FORD	E350	VAN	1FTSE34F4XHA42211	17179	

**Burk Roster - Tank**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1700	2000	Peterbilt	330	2800A	1NPNHD8X9YS528023	16968	
1701	2000	Peterbilt	330	2800A	1NPNHD8X7YS528022	16967	
1702	2007	Freightliner	M2-106	3600/1	1FVFCYDC47HY19355		N/A
1703	2007	Mack	Granite -CTP	4500/1	1M2AT04C47M004924		N/A
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	
1714	2008	Freightliner	M2106	3200/A	1FVACYDJ88HZ05505			N/A
1717	1997	Ford	L9000	3000A	1FDYR90L5VVA17423		15834	
1718	1998	Ford	LO8	2800A	1FDXN80F2WVA41160		13998	
1720	2006	Freightliner	MB2-106	3600A	1FVFCYDC56HW39638		16803	212701
1721	2006	Freightliner	MB2-106	3600A	1FVFCYDC76HW39639		16804	212702
1723	1993	Mack	MS3	2800A	VG6M118B8PB300647		13996	
1727	1988	Ford	L8000	3000A	1FDXR80U7HVA66934		13993	
1730	2010	Freightliner	3300A	43120	1FVACYBSADAR4301			N/A
1731	1994	Ford	L8000	2800A	1FDXR82E0RVA19056			
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	
1747	1984	Inter	S1980	3000A	1HTLDTVN4EHA27966		17050	
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	
1778	2009	Freightliner	M2-106	3300/A	1FVACYDJ29HAF2471			N/A

#### Burke Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S501	2005	Ford	E350	Van	1FTSE34L15HB33813		196065
S502	2005	Ford	E350	Van	1FTSE34L35HB33814		196066
S503	2005	Ford	E350	Van	1FTSE34LX5HB33812		196064
S504	2005	Ford	E350	Van	1FTSE34L85HB33811		196063
S505	2005	Ford	E350	Van	1FTSE34L55HB33815		196067
S506	2008	Ford	E350	Van	1FTSE34LX8DA10099		498904
S507	2010	FORD	E350	VAN	1FTSE3EL1ADA85293		N/A
S508	2010	FORD	E350	Van	1FTSE3ELXADA85292		N/A
S509	2010	FORD	E350	Van	1FTSE3ELSADA85295		N/A
S510	2010	FORD	E350	Van	1FTSE3EL3ADA85294		N/A
S511	2010	FORD	E350	Van	1FTSE3EL8ADA85291		N/A
S517	2009	Ford	E350	Van	1FTSE34L29DA68144		N/A
S518	2009	Ford	E350	Van	1FTSE34L89DA69721		N/A
S519	2009	Ford	E350	Van	1FTSE34L69DA68146		N/A
S520	2009	Ford	E350	Van	1FTSE34L49DA68145		N/A

S521	2009	Ford	E350	Van	1FTSE34L09DA68143		N/A
S522	2009	Ford	E350	Van	1FTSE34L69DA69720		N/A
S523	2003	Ford	E350	Van	1FTSE34L83HB06928	18289	
S528	2003	Ford	E350	Van	1FTSE34L43HB06926	18290	
S529	2003	Ford	E350	Van	1FTSE34L63HB06927	18291	
S530	2001	Ford	E350	Van	1FTSE34L51HA22286	16773	
S531	2004	FORD	UTIL	UTIL	1FDWF36L44EC48185		187831
S532	2004	FORD	UTIL	UTIL	1FDWF36L64EC48186		187833
S540	2007	Ford	E250	Van	1FTNE24W37DA02653		499831
S543	2001	FORD	E350	VAN	1FTSE34L01HA22289	16776	
S553	2003	GMC	2500	Van	1GTFH25T631138061	17070	
S554	2002	GMC	3500	Van	1GTHG35R121184613	17071	
S555	2000	GMC	2500	Van	1GTFG25M6Y1125314	17072	
S556	1999	FORD	E250	VAN	1FTPE24L1XHB47648	17073	
S559	2008	FORD	E350	Van	1FTSE34L68DA10097		498902
S560	2008	FORD	E350	Van	1FTSE34L88DA10098		498903
S561	2008	FORD	E350	Van	1FTSE34L28DA10100		498905
S580	2004	Ford	E350	Van	1FTSE34L14HA87527		187828
S581	2004	Ford	E350	Van	1FTSE34L34HA87528		187829
S582	2004	Ford	E350	Van	1FTSE34L54HA87529		187826
S583	2004	Ford	E350	Van	1FTSE34L14HA87530		187827
S584	2004	Ford	E350	Van	1FTSE34L34HA87531		187830
S585	2006	Ford	E350	Van	1FTSE34L76DA74033		495131
S586	2006	Ford	E350	Van	1FTSE34L96DA74034		495132
S587	2006	Ford	E350	Van	1FTSE34L06DA74035		495133
S589	2006	Ford	E350	Van	1FTSE34L46DA74037		495136
S590	2006	Ford	E350	Van	1FTSE34L66DA74038		495135

**Burke Roster - Tractor**

Fleet #	Year	Make	Model	# Axles	VIN #	FAS #	Lease #
1780	2005	Internat'l	7600	3	IHSWYSBR35J131149	18776	
1783	1998	Peterbilt	378	3	1XPFD0X0WN456842	16271	
1786	2002	Peterbilt	357	3	1XPADB0X92D574415	unknown	
1787	2002	Peterbilt	357	3	1XPADB0X42N574588	unknown	
1790	2005	HEIL	A9200	2	5HTAB432257H68515	18810	
1793	1993	Fruehauf	A9200	2+1	1H4T04337PL001101	14004	
1794	1995	Fruehauf	A9200	2+1	4J8T04236ST009001	14005	
1797	2002	Fruehauf	A9200	2+1	4J8T042382T003801	15712	

**Burke Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M700	1999	Mitsubishi	Tank	DUMP TRK	JW6FFJ1E3XMOOO800	17002	
M702	2006	Ford	F450	Box	1FDXF46YX6EA19681		209490
M704	2005	ECONOLINE		TRAILER	42EDPKM2551000461	16715	
M705	2001	Ford	F450	Box	1FDXF46F31EA31050	16799	

M707	2006	Ford	F450	OP UTILITY	1FDXF46P36EA42551		210217
M708	2006	Ford	F450	OP UTILITY	1FDWF375X6EB73625		495785
M709	2006	Ford	F450	OP UTILITY	1FDWF37506EB51097		495704
M710	1976	Clark	TW30B	FORKLIFT	TW2353843786FA478		N/A
M711		Allis					
M712	1980	Chambers CAPE	ACC40LPS	FORKLIFT	AEJ127937		N/A
	2003	CRAFT	20' CC	BOAT	MUS10633L203		15850
M713	2008	FORD	F550	UTILITY	1FDAF57R68EC88041		500452
M718			2003				
M719	2003	VENTURE	TRAILER	BOAT TRL	47GRK19153B000312		15851
	1983	Bradco	BKHoe	BACK HOE	U192535		13726
M723	1999	Ford		OP UTILITY	1FDSF35F4XEB12959		17006
M726	1997	Ford	Utility	OP UTILITY	3FTHF36F7VMA08566		13732
M727	2004	Ford		OP UTILITY	1FDSF35L84EC48187		187832
M728	2000	Kimatsu	wb 140	BACKHOE	F10280		13733
M735	2000	Mitsubishi	FE	BOX	JW6AAC1H2YL001121		17074
M740	2001	Peterbilt	330	2000S	2NPNHD8X41M558664		16815
M743		Eager Beaver					
	1995	Trailer		TRAILER	112DPM277SL044578		13730
M749		Pace					
	2003	America		UT TRAILER	40LUB16273P095561		16643

#### C&S Roster - Tank

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1000	2002	Mack	4500A	2050/2425	1M3AM27K22M001102	17230	
1001	1994	Marmon	4500A	2275/2225	1JUDEF185R1000040	17231	
1002	2001	Intnat'l	2700A	1675/925	1HTSDAAN21H329656	17232	
1003	2000	Intnat'l	2000A	1200/800	1HTSEAAAN8YH254114	17233	
1004	1995	Intnat'l	2700A	1725/800	1HTSDAAN75H651257	17234	
1005	2005	Intnat'l	2700A	1900/900	1HTWCAAN55J050141	17235	
1006	2002	Intnat'l	2700A	1275/975/600	1HTMMAAN22H505194	17236	
1007	2004	Mack	4500A	2600/2000	1M3AM27K04M001103	17237	
1008	1990	Intnat'l	2700A	1800/700	1HTSDTVN5LH690744	17238	
1009	1990	Ford	2700S	800/1700	1FDXR82AXLVA05914	17239	
1010	2007	Intnat'l	2700A	1900/900	1HTWCAAN27J428578	17240	
1011	1997	Intnat'l	4900	2800	1HTSDAAN7VH446512	17241	

#### C&S Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S201	2005	Ford	E-350	Van	1FTSS34L85HA84991	17246	
S202	2002	Ford	E-150	Van	1FTRE14L92HA84617	17250	
S203	2007	Ford	E-250	Van	1FTNE24L87DA04291	17243	
S205	2006	Ford	E-250	Van	1FTNE24L66HA98856	17245	
S206	2004	Ford	E-250	Van 4WD	1FTNE24L24HA10513	17258	
S207	2004	Ford	E-250	Van 4WD	1FTNE24L44HA10514	17247	
S209	1996	Ford	E-150	Van	1FTEE14H8THA56478	17256	
S210	2007	Ford	E-250	Van	1FTNE24LX7DA04292	17242	
S211	2002	Ford	E-150	Van	1FTRE14LX2HA28282	17249	
S213	2006	Ford	E-250	Van	1FTNE24L86HA98857	17244	

S214	2003	Ford	E-150	Van	1FTRE14LX3HA49036	17248	
S217	2009	Ford	E-250	Van	1FTNE24W89DA72958		N/A
S219	2010	Ford	E-250	Van	1FTNE2EW9ADA72762		N/A

**C&S Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M370	1973	Clark	C500-Y30	Forklift	Y235190311	N/A	
M371	1999	WELLS	CW121-102	TRAILER	1WC200E14W1083393	17259	
M372	2010	FORD	F-350	PICK UP	1FTSF3B54AEB09017		509034
M373	2011	FORD	F450	RACK	1FDUF4HY7BEA43091		517369
M378	2000	FORD	F-250	FLAT RACK	1FTNF20L3YEA88616	17252	

**C&S Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
XC30	2000	Ford	Expedition		1FMPU16L8YLA02885	17253	
XM375	1993	FORD	F-350	PICK UP	1FTHF36M3PNA68903	17257	
XM-379	1989	FORD	F-450	FLAT/TANK	2FDLF47M7KCB22440	17241	
XS204	2001	FORD	E-150	VAN	1FTRE14L11HA59709	17251	
XS212	1999	Chevy	G-1500	Van	1GCFG15R8X1112942	17254	
XS216	1998	Ford	E-150	Van	1FTRE14L5WHA86600	17255	

**Dover Roster - Tank**

Fleet #	Year	Make	Model	Capacity A/ S	VIN #	FAS #	Lease #
1500	2008	FRGHT	M2-106	3000	1FVACYDJ78HZ05494		N/A
1501	1986	FORD	LN8000	3400A	1FDXR80U0GVA52792	14117	
1502	2008	FRGHT	M2-106	3000	1FVACYDJ98HZ05495		N/A
1504	1993	FORD	LS8000	3400A	1FDYS82E3PVA06095	14138	
1509	1994	GMC	TOPKICK	2800A	1GDM7H1J1RJ518401	14115	
1510	1990	FORD	LN8000	3000A	1FDXR82A5LVA04976	14125	
1511	1998	FREIGHTL	FL70	3000A	1FV6HFBA8WH901868	14126	
1512	1988	FREIGHTL	FLC112	4000A	1FVXZWYB8JH405902	17955	
1514	1993	FORD	LN8000	2800A	1FDYR82E2RVA18768	13891	
1515	2001	STERLING	L8500	3400A	2FZAAWAKX1AH80864	16812	
1516	2002	STERLING	L8500	3400A	2FZAAWAK92AJ88418	16916	
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	1997	FORD	L8000	2800A	1FDXN80F3WVA05588	18280	
1523	1998	FORD	LS8000	3400A	1FDYS80E4WVA24266	16262	
1524	2000	STERLING	L8513	3400A	2FZ6MLBB3XAB16019	13975	
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/DT466	2800A	1HTSDAAN4RH570842		14152	
1533	2004	STERLING	L8500	2800S	2FZAAVAK34AM59308		18313/18471	
1534	2002	FREIGHTL	FL80	3300A	1FVABXAK72HJ84983		18251	
1543	1992	FORD	LN8000	3400A	1FDYR82A6NVA03942		13895	
1547	1995	FORD	LN8000	3400A	1FDYR82E3SVA12516		13897	
1548	2004	STERLING	L8500	3400A	2FZAAVAK54AM59309		18314/18472	
1549	2006	FREIGHTL	M2	3600A	1FVFCYDC16HW39636		16808	212699
1550	2006	FREIGHTL	M2	3600A	1FVFCYDC36HW39637		16809	212700
1551	2006	FREIGHTL	M2	3600A	1FVFCYDC76HW39642		16805	212705
1552	1998	INTERNAT'L	4900	2800	1HTSDAAN2WH538306		17045	

**Dover Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S300	2008	FORD	E350	VAN	1FTSE34L58DA10091		498899
S301	2008	FORD	E350	VAN	1FTSE34L78DA10089		498897
S302	2008	FORD	E350	VAN	1FTSE34LX8DB33577		257844
S303	2008	FORD	E350	VAN	1FTSE34L38DA10090		498898
S304	2008	FORD	E350	VAN	1FSTE34L18DB33578		257845
S305	1997	FORD	E350	van	1FTJE34F4VHB83143	16256	
S306	1999	FORD	E350	van	1FTSE34FXXHB98320	16988	
S307	2008	FORD	E350	VAN	1FTSE34L88DB33576		257843
S309	1996	FORD	E350	van	1FTJE34F3THB60336	15796	
S313	2008	FORD	E350	VAN	1FTSE34L68DB33575		257842
S314	2001	FORD	E350	van	1FTSE34L41HA07746	16781	
S317	1998	FORD	E350	van	1FTSE34F9WHB97173	17014	
S318	2001	FORD	E350	van	1FTSE34LX1HA22283	16787	
S319	2009	FORD	E350	VAN	1FTSE34L89DA68147		N/A
S320	2010	FORD	E350	VAN	1FTSE3EL8ADA85288		N/A
S321	2010	FORD	E350	VAN	1FTSE3ELXADA85289		N/A
S322	1997	FORD	E350	van	1FTJE34F9VHC00146	16259	
S324	1999	FORD	E350	van	1FTSE34F9XHB87213	16991	
S334	2003	FORD	E250	VAN	1FTNE24223HB26140		168724
S338	2003	FORD	E350	van	1FTSE34L33HB29517	18300	
S339	2001	FORD	E350	van	1FTSE34L11HA22284	16788	
S340	2002	FORD	E350	van	1FTSE34L92HA13964	16917	
S342	2003	FORD	E350	van	1FTSE34L83HB29514	18303	
S343	2003	FORD	E350	van	1FTSE34LX3HB29515	18302	
S344	2003	FORD	E350	van	1FTSE34L13HB29516	18301	
S345	2010	FORD	E350	VAN	1FTSE3EL6ADA85287		N/A
S347	2000	FORD	E350	van	1FDWE35LXYHB90155	16772	
S348	2001	FORD	E350	van	1FTSE34L21HA00925	16928	
S349	2004	FORD	E350	van	1FTSE34L24HB11057		187791
S350	2004	FORD	E350	van	1FTSE34L04HB11056		187790
S351	2004	FORD	E350	van	1FTSE34L64HB11059		187793
S352	2004	FORD	E350	van	1FTSE34L94HB11055		187789
S353	2004	FORD	E350	van	1FTSE34L44HB11058		187792

S356	1999	FORD	E350	van	1FTSE34F3XHB98319		1987	
S370	1997	CHEVY	E350	BOX	1GBHP32R4V3304759		13842	
S379	2005	FORD	E350	van	1FTSE34L85HB33808			196057
S380	2005	FORD	E350	van	1FTSE34LX5HB33809			196058
S381	2005	FORD	E350	van	1FTSE34L65HB33807			196056
S382	2006	FORD	F450	BOX	1FDXF47Y16EA03531			209212
S383	2006	FORD	F450	BOX	1FDXF47Y76EA42009			209213
S385	2006	FORD	F350	utility	1FDWF37Y76EC95417			495783
S386	2006	FORD	E350	van	1FTSE34L36DA74031			495129
S387	2006	FORD	E350	van	1FTSE34L56DA74032			495130

#### Dover Roster - Misc

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M201	2005	FORD	F250	PICKUP	1FTNF215X5ED32547		206675
M202	1997	FORD	F350	RACK	1FDKF38F1VEA86636	13836	
M203	1997	FORD	F350	PICKUP	1FTHF36FXVEA59999	15799	
M206	2009	FORD	F450	RACK	1FDAF47Y29EA90365		N/A
M208	1998	PACE	UTILITY	TRAILER	4OLF1213XP051293		
M209	1980	H & H	BRINDLE	TRAILER	80570D		
M210	1993	CAR MATE		TRAILER	1P9C508S2PL017918		
M211	1988	FORD	E350	VAN	1FTJE34YOJHA55204	13628	
M213	1996	FORD	E350	VAN	1FTJE34F5THB60340	15807	
M214	2009	FORD	E450	UTILITY	1FDXE45S29DA73857		N/A
M215	2009	FORD	E450	UTILITY	1FDXE45S49DA73858		N/A
M216	2010	FORD	TRANS-CONN	VAN	NMOLS7ANXAT022210		518027
M222	2001	FORD	E350	BOX	1FDWE35L51HA32246		152916
M230	1985	HYSTER	S50XL	FORKLIFT	AL87V13549K	N/A	
M232	1995	Ford	AH3136	BACKHOE	VH03662	N/A	
M245	2001	FORD	F250	PICKUP	1FTNF21L71EA59348	16929	
M248	1996	FORD	F250	PICKUP	1FTHF26F3TEB24294	15798	
M250	1983	FORD	LN8000	2800A	1FDYR8OUXDVA34400	14143	

#### Dover Roster - Tractor

Fleet #	Year	Make	Model	# Axles	VIN #	FAS #	Lease #
1584	1995	MACK	CH613	3	1M1AA13Y5SWO50398	15829	
1585	1997	WESTERN	4900	3	2WKPDDCF2VK946554	15808	
1586	1998	FORD	LT9500	3	1FTYS96W2WVA18587	16261	
1587	2001	STERLING	L9500	3	2FWJAZAS8IAH80862	14130	
1588	2002	STERLING	L9500	3	2FWJAZAS22AJ81647	15663	

#### Trailers

Fleet #	Year	Make	Capacity A/ S	# Axles	VIN #	FAS #	Lease #
1595	1999	FRUEHAUL	9200A	2	4J8T04326XT001901	16976	
1596	2000	FRUEHAUL	9200A	2	4J8T042271T008901	14136	

1597	2001	FRUEHAUL	9200A	2	4J8TO42252TOO2001	15691
1598	1998	HEIL	9200A	2	5HTAB4320W7H61807	16257
1599	2005	HEIL	9200A	2	5HTAB432057H68514	18809

**Dover Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
	1994	CHEVY	2500	Van	1GCEG25H8RF188353	13854	
	1989	DODGE	250	Pickup	1B7JM26Y1KS079770		
	1983	GMC	2500	Pickup	2GTGC24J5D1504686	13626	
	1985			TRAILER	189F12626E2091123		
		GARDNER-DENVER		AIR COMPRESSOR	AGACNA9		
X1507	1987	FORD	LN8000	3400/A	1FDYR82A1HVA59628	14121	
X1513	1989	INT'L	1954	PROPANE	1HTLDDBN4KH617250		
XM204	1984	DODGE	B150	VAN	2B7GB13H3EK311413	13863	
XM249	1994	CHEVY	S10	PICK UP	1GCCS1444RK162967	16566	
XS331	1996	FORD	E350	VAN	1FTJE34FOTHB60343	15804	
XS354	2003	FORD	E350	VAN	1FTSE34L53HB29518	18299	
XS368	1992	FORD	F350	STEP VAN	3FCLF59M9NJA01782	13838	
XS369	1994	CHEVY	GRUMM	STEP VAN	1GBHP32K4R3319769	13839	

**Effron Roster - Tank**

Fleet #	Year	Make	Model	Capacity A/S	VIN #	FAS #	Lease #
1650	1997	FORD	LN8000	3400/A	1FDYS82E6VVA19839	15835	
1651	1990	MACK	DM685	4700/A	1M2B197C7LM007191	13907	
1652	2009	FRGHT	M2-106	3300	1FVACYDJ69HAF2473		N/A
1653	1999	INTER	4400	3400/A	1HTSDADR0XH667600	17018	
1654	2010	FRGHT	M2-106	3200	1FVACYB58ADAR4302		N/A
1656	2004	INTER	4400	3000/A	1HTMKADN94H662709	18473	
1658	1997	FORD	LN9000	3000/A	1FDYR90L3VVA17422	15836	
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	
1666	1998	PETER	330	3400/A	3BPNHD8X7WF457812	16273	
1669	1991	MACK	DM685	4900/A	1M3B166K6MM001225	13914	
1672	1990	GMC	8500	2850A	1GDM7H1J4LJ601098	17401	
1673	2008	FRGHT	M2-106	4000	1FVHCYDJ48HZ05502		N/A
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	



**Effron Roster - Service**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
S400	2005	FORD	E250	VAN	1FTNE24W95HB22611		196009
S401	2005	FORD	E250	VAN	1FTNE24W45HB22614		196012
S402	2002	FORD	E350	VAN	1FTSE34L42HA09773	16908	
S403	2011	FORD	E350	VAN	1FTSE3EL7BDA25441		N/A
S404	2002	FORD	E350	VAN	1FTSE34L62HA30852	16940	
S405	2003	FORD	E350	VAN	1FTSE34L63HB24487	18294	
S406	2003	FORD	E350	VAN	1FTSE34L83HB24488	18295	
S407	2003	FORD	E350	VAN	1FTSE34LX3HB24489	18293	
S408	2004	FORD	E350	VAN	1FTSE34L34HB14405		188001
S409	2004	FORD	E350	VAN	1FTSE34L14HB14404		188000
S410	2004	FORD	E350	VAN	1FTSE34LX4HB14403		188002
S411	2005	FORD	E350	VAN	1FTSE34L85HB33792		196040
S412	2008	FORD	E350	VAN	1FTSE34L18DB33581		257840
S413	2005	FORD	E350	VAN	1FTSE34L15HB33794		196042
S416	2008	FORD	E350	VAN	1FTSE34LX8DB33580		257838
S432	2008	FORD	E350	VAN	1FTSE34L48DA10101		498911
S433	2008	FORD	E350	VAN	1FTSE34L68DA10102		498912
S447	2006	FORD	E350	VAN	1FTSE34L56DA74029		495127
S448	2006	FORD	E350	VAN	1FTSE34L16DA74030		495128

**Effron Roster - Misc**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>Vin #</u>	<u>FAS #</u>	<u>Lease #</u>
M300	2003	CAPE CRAFT	BOAT	BOAT	MUS10617L203	15852	
M302	2000	FORD	E350	BOX TRUCK	1FDWE35L2YHC00774	16923	
M303	2005	FORD	E350	VAN	1FTSE34LX5HB33793		196041
M304	2010	FORD	F250	PICK UP	1FTNF2B50AEB39123		509027
M305	1975	MACK	R600	DUMP TRUCK	R685T53906	17954	
M306	2005	FORD	E550	RACK	1FDAF57P75EA01459		196624
M307	2007	FORD	E350	BOX TRUCK	1FDWE35L67DA20297		499639
M308	1995	FORD		UTILITY	1FDHF38F4SNA07725	18224	
M309	1999	FORD	E350	VAN	1FTSE34FXXHB98317	16985	
M310	1984	CASE	CK580D	BACKHOE	9870573	18850	
M313	1967	CLARK	C500-25	FORK LIFT	23513292321		N/A
M314	2002	FORD	E350	VAN	1FTSE34L62HA09774	16907	
M315	2003	VENTURA		TRAILER	47GRK19173B000313	15853	
M327	1985	FORD	E350	BOX TRUCK	1FDJE37H7FHB39678	13652	

**Effron Roster - Surplus**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u> <u>Capacity A/S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
	<b>1979</b>	<b>WHITE</b>	<b>EXP.2</b>	<b>3400/A</b>	<b>3ARDGST024309</b>	<b>13913</b>	
X1670	1990	INTER	4300	2800 A	1HTSDTVN9LH247822	17399	JPM
XM312	2001	FORD	E350	VAN	1FTSE34L31HA23713	16789	

**Effron Roster - Car**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
C65	2005	FORD	ESCAPE		1FMYU93105KE31350		196351

**Leffler Roster - Tank**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1200	2006	INTERNAT'L	4300	3000S	1HTMMAAN96H247388	19946	
1201	1997	INTERNAT'L	4700	3000S	1FTSCAAN7VH463149	19947	
1202	2005	INTERNAT'L	4300	2800A	1HTMMAAN55H121043	19948	
1205	2000	FRTLINER	FL70	3100A	1FV6HJAAGYH46602	19949	
1206	1995	MACK	C300	2500A	VG6BA0988S8701222	19950	
1207	1986	MACK	C300	3000A	VG6M112B6B064847	19951	
1900	1992	IH	4900	3400 A	1HTSDNUR0NH418038	16148	
1901	1998	CHEVROLET	C7500	2000 A 3	1GBM7H1C7WJ108904	18914	
1902	2006	INTNAT'L	4400	2800 A	1HTMKAAN36H239700	18917	
1905	2005	INTER	7600	5000A	1HTWYSBT85J007529	18777	
1906	1999	FRTLINER	FL70	3000 A	1FV6JFAB4XHA83851	16160	
1907	1999	FRTLINER	FL70	3000 A	1FV6JFAB6XHA83852	16152	
1908	1992	IH	4900	3000 A	1HTSDNUR9NH418037	16161	
1909	1995	FORD	LS8000	3000 A	1FDYR82EXSVA27210	16162	
1910	1995	FORD	LS8000	3000 A	1FDYR82E3SVA27209	16163	
1911	1995	FORD	LS8000	3000 A	1FDYR82E1SVA27208	16153	
1912	1994	FORD	LS8000	4500 A	1FDZY82E0RVA31199	16173	
1913	1999	IH	4900	3400 A	1HTSDAAN3XH608333	16164	
1914	1999	IH	4900	3200 A	1HTSDAAN5XH608334	16165	
1915	1996	FORD	LS8000	3000 A	1FDYR82E6TVA15153	16166	
1916	1996	FORD	LS8000	3000 A	1FDYR82E8TVA15154	16167	
1917	1996	FORD	LS8000	3000 A	1FDYR82EXTVA15155	16168	
1918	2000		FL70	2800 A	1FV6HJBA5YHF86746	16154	
1919	2000	FRTLINER	FL80	4400 A	1FV6JCB3YHG54778	16169	
1920	2002	FRTLINER	FL60	3000 S	1FVABTAK82HJ20685	16350	
1921	2003	FRTLINER	FL70	3499 S	1FVABTCS43HL12880	16369	
1922	2005	IH	4300	3499 S	1HTMMAAN95H120753		192608
1923	1999	IH	4700	3000 S.	1HTSCAAN2XH225342	17897	
1928	1990	KW	T800	....	2NKDLR9X7JM519675	16294	
1929	1991	KW	T800	4200 A	2NKDLR9X9JM519676	19295	
1930	1992	FORD	LS8000	3000 A	1FDXR82AXNVA37894	16178	
1932	1988	KW	T800	4600 A	1NKDLR9X1KJ521334	16290	
1933	1989	KW	T800	4600 A	2NKDLR9X5KM536251	19299	
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	

1942	1992	KW	T800	4200 A	1XKDDR9X4NJ579705	16310	
1943	1994	FRTLINER	FL106	4400 A	1FVX8HCBXR456929	16316	
1944	1994	FRTLINER	FL106	4200 A	1FVX8HCB6RL456930	16317	
1945	1994	FRTLINER	FL106	4200 A	1FVX8HCB8RL456931	16318	
1946	1995	FRTLINER	FL106	4600 A	1FVX8HCB5SL581553	16323	
1947	1995	FRTLINER	FL106	4600 A	1FVX8HCB7SL581554	16324	
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	16342	
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	
1960	2000	FRTLINER	FL70	2800 A	1FV6HJBAXYHF86743	16353/16354	N/A
1961	2000	FRTLINER	FL70	2700 A	1FV6HJBA6YHF86741	16355/16356	N/A
1964	1994	FRTLINER	FL70	2800 A	1FV6HLBAORL834599	16314	
1965	1995	FRTLINER	FL70	2700 A	1FV6HLBA0SL604082	16319	
1966	1995	FRTLINER	FL70	3100 A	1FV6HLBA2SL604083	16320	
1967	2000	FRTLINER	FL70	3000 A	1FV6JJB6YHG80146	16357/16358	N/A
1968	2000	FRTLINER	FL70	2800 A	1FV6JJB5YHB94878	16359/16360	N/A
1969	2001	FRTLINER	FL70	3200 A	1FVABXAK1HH66210	16361/16362	N/A
1970	2001	FRTLINER	FL70	3000 A	1FVABTAK31HH77931	16363/16364	N/A
1971	2001	FRTLINER	FL80	4600 A	1FVHBXAK31HH77921	16365/16366	N/A
1972	2001	FRTLINER	FL70	3000 A	1FVABXAK51HH79655	16367/16368	N/A
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	1FUVDZYB1LH391532	16302	

#### Leffler Roster - Service

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S800	1999	FORD	E150	VAN	1FTRE1426XHB55903	16252	
S801	2002	CHEVY	G350	VAN	1GCHG35R21198579	16253	
S802	2003	CHEVY	G350	VAN	1GCHG35U831110076	16254	
S803	2003	CHEVY	G350	VAN	1GCHG35U931113276	16255	
S804	2009	FORD	F150	PICKUP	1FTRX14W19KC15752		N/A
S806	2009	FORD	E350	VAN	1FTSE34L59DA68154		N/A
S807	2009	FORD	E350	VAN	1FTSE34L79DA88155		N/A
S808	2009	FORD	E350	VAN	1FTSE34L99DA68156		N/A
S809	2009	FORD	E350	VAN	1FTSE34L09DA68157		N/A
S810	2009	FORD	E350	VAN	1FTSE34L29DA68158		N/A

S812	2003	CHEVY	3500	VAN	1GCHG35U631213335	18915	
S813	2003	CHEVY	3500	VAN	1GCHG35U831183786	18916	
S814	2010	FORD	F450	BOX	1FDXE4FS6ADA42338		510619
S815	2010	FORD	F450	BOX	1FDXE4FS8ADA42339		510620
S816	1996	FORD	E250	VAN	1FTFE24Y8THB43856	16424	
S818	1999	FORD	F450	CP UTILITY	3FDXF46F3XMA36073	16443	N/A
S819	2010	FORD	E350	VAN	1FTSE3EL3ADA74358		N/A
S820	2010	FORD	E350	VAN	1FTSE3EL5ADA74359		N/A
S821	2010	FORD	E350	VAN	1FTSE3EL1ADA74360		N/A
S822	2010	FORD	E350	VAN	1FTSE3EL3ADA74361		N/A
S823	2000	FORD	E350	VAN	1FTSE34L1YHA69051	16446	N/A
S824	2011	FORD	F350	OP UTILITY	1FDRF3H61BEA60516		513107
S827	1999	FORD	F450	CP UTILITY	3FDXF46F2XMA39062	16451	N/A
S829	2000	FORD	E250	VAN	1FTNE24L9YHB58728	16453	N/A
S831	2000	FORD	E250	VAN	1FTNE24L7YHB58730	16455	N/A
S834	2000	FORD	F250	OP UTILITY	1FDNF20L8YEC63745	16458	N/A
S837	2002	FORD	E350	VAN	1FTSE34L22HA13997	16435	
S839	2002	FORD	E350	VAN	1FTSE34L62HA13999	16437	
S842	2002	FORD	E350	VAN	1FTSE34L42HB66848	16439	
S843	2002	FORD	E350	VAN	1FTSE34L22HB66850	16440	
S845	2004	FORD	E350	VAN	1FTSE34L64HA93100		187845
S846	2004	FORD	E350	VAN	1FTSE34L84HA93101		187844
S848	2004	FORD	E350	VAN	1FTSE34L14HA93103		187842
S850	2004	FORD	E350	CUBE	1FDWE35LX4HA95735		189277
S851	2004	FORD	E350	VAN	1FTSE34L54HB46434		189278
S852	2004	FORD	E350	VAN	1FTSE34L74HB46435		189276
S854	2007	FORD	E350	OP UTILITY	1FDWF37Y77EA83487		496137
S856	1996	FORD	F150	PICKUP	1FTEF15Y8TLA79624	16426	
S857	2007	FORD	E350	CUBE VAN	1FDWE35L67DB07911		499829
S858	2007	FORD	E350	CUBE VAN	1FDWE35L47DA87688		499827
S859	2007	FORD	E350	CUBE VAN	1FDWE35L17DA64983		499828
S860	2006	FORD	E350	VAN	1FTSE34L86DA69665		495150
S861	2006	FORD	E350	VAN	1FTSE34LX6DA69666		495151
S863	2006	FORD	E350	VAN	1FTSE34L16DA69667		495152
S865	2006	CHEVY	2500	VAN	1GCGG25U761205920	19972	
S866	1994	CHEVY	2500	VAN	1GCEG25K6RF127501	19973	
S868	2001	DODGE	2500	UTILITY	3B7KF23ZX1G820614	19974	
S870	2000	FORD	F350	VAN	1FDSF35L3YEB62324	16349	
S871	2000	FORD	F350	VAN	1FDSF34LXYEB80790	16348	
S874	1995	DODGE	2500	VAN	1B6KC26C3SS122361	16408	
S876	2001	FORD	E250	VAN	1FTNE24L31HA92148	16227	
S877	2001	FORD	E250	VAN	1FTNE24L81HA92145	16228	
S880	2001	FORD	E250	VAN	1FTNE24LX1HA92146	16201	
S883	2001	CHEVY	G25	VAN	1GBHG31R411230394	16243	
S884	2002	FORD	E250	VAN	1FTNE24L62HA05344	16232	
S887	2002	FORD	E250	VAN	1FTNE24L62HA59212	16234	
S889	2005	FORD	E350	VAN	1FTSE34L55HB33801		196050
S890	2005	FORD	E350	VAN	1FTSE34L75HB33802		196051

S891	2005	FORD	E350	VAN	1FTSE34L95HB33803		196052
S892	2005	FORD	E350	VAN	1FTSE34L05HB33804		196053
S893	2005	FORD	E350	VAN	1FTSE34L25HB33805		196054
S894	2005	FORD	E350	VAN	1FTSE34L45HB33806		196055
S895	2005	FORD	F350	OP UTILITY	1FDWF37566EA20112		209488
S897	1995	FORD	F150	PICKUP	1FTEF14Y9SNA08419	16416	
S898	2006	FORD	E350	VAN	1FTSE34L46DA69663		495148
S899	2006	FORD	E350	VAN	1FTSE34L66DA69664		495149

**Leffler Roster - Tractor**

Fleet #	Year	Make	Model	# Axles	VIN #	FAS #	Lease #
1982	1996	KW	T-8	3	1XKDDR9X5TJ721976	16330	
1983	1996	KW	T-8	3	1XKDDR9X9TJ721978	16331	
1984	1996	KW	T800	3	1XKDDR9X3TS721971	16332	
1985	1996	KW	T800	3	1XKDDR9X5TS721972	16333	
1986	1996	KW	T800	3	1XKDDR9X7TS721973	16334	
1987	1996	KW	T7800	3	1XKDDR9X9TS721974	16335	

**Trailers**

Fleet #	Year	Make	Capacity A / S	# Axles	VIN #	FAS #	Lease #
1990	1988	FRUEHAUF	9200 A	2	1H4T04327JK018601	16289	
1992	1996	FRUEHAUF	9200 A	2	4J8T04326TT016702	16346	
1993	1996	FRUEHAUF	9200 A	2	4J8T04328TT016703	16328	
1994	1996	FRUEHAUF	9200 A	2	4J8T0432XTT016704	16329	
1995	1997	FRUEHAUF	9200 A	2	4J8T0432XVT002501	16336	
1996	1973	BUTLER	6500 A	2	2496232	16286	

**Leffler Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M002	2000	FORD	E150	VAN	1FTRE1423YHA36823	16230	
M03	1997	IH	4700	EFFINGER	1HTSCAAL7VH456961	16352	
M004	2000	FORD	E250	VAN	1FTNE24L0YHB58732	16457	N/A
M005	2008	FORD	ESCAPE	SUV	1FMCU93178KA70715		498983
M006	2011	FORD	F150	PICK UP	1FTVX12F8BKD12790		N/A
M007	2011	FORD	F150	PICK UP	1FTVX1EF1BKD12789		N/A
M008	2011	FORD	F350	UTILITY	1FDRF3H62BEB59264		N/A
M016	1986	FORD	E250	RACK	1FTHX26L8GKB49346	16373	
M017	1992	FORD	E350	BOX	1FDJF37M1NNA44463	16392	
M020	1995	FORD	E350	RACK	1FDKF37H7SNB34915	16417	
M022	1996	FORD	E350	RACK	2FDKF37H8TCA56832	16430	
M024	1995	DODGE	2500	PCKP / W PLW	1B7KF26W7SS358704	16409	
M025	1994	CHEVY	C34	RACK	1GBKC34F3RJ108155	16400	
M032	1994	FORD	150	PCKP / W PLW	2FTHF26H8RCA69664	16216	
M040	1981	FORD	E350	BOX	1FTHE38G9BHA95802	16143	

M041	1987	CHEVY	C30	PCKUP	1GCHV34K4HS180004		48837
M043	1996	FORD	E250	OP UTILITY	1FDHF25Y6TEA36497	16427	
M044	1996	FORD	E250	PICKUP	1FTHF25Y2TLA72929	16428	
M048	1996	FORD	F150	PCKP /W PLW	1FTHX26H9TEB05330	16429	
M049	2001	FORD	E350	VAN	1FTSE34L31HA70496	16434	
M050	2003	FORD	E250	VAN	1FTNS24L53HA22906	16241	
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	
M160	2003	FORD	Explorer	SUV	1FMZU73KX3UA67666		172510
M161	1995	JHN DRRE	410	BACKHOE	D6777462		N/A
M162	1988	CUSTOM	N/A	UT TRAILER	1YB321533J1B1T804	16140	
M163	1994	CHEVY	C30	DUMP	1GBJC34K3RE187036	16141	
M164	1990	KMATSHU	N/A	PAYLOADR	1913KOMATSHU	16142	
M165	2003	FORD	EXPDN	SUV	1FMFU18L93LB64879		171941
M168	1980'S	TOYOTA	N/A	FORKLIFT	2FDC25 - 11029		N/A
M169	1980'S	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
M172	1964	CLARK	N/A	FORKLIFT	CFY40B150591	16210	
M173	1983	MITSUBISHI	N/A	FORKLIFT	AFA82A-00711		N/A
M176	2000	FORD	E250	VAN	1FTNE24L7YHB58727	16452	N/A
M177	1933	FORD	BB	ANTIQQ TRK	BB18758428		N/A
M178	1988	LESLIE	N/A	ANT TRL	1L9HW1669E1035165		N/A
M180	1999	FORD	E250	VAN	1FTNE2421XHA64686	16242	
M183	2004	FORD	E350	VAN	1FTSE34LX4HA93102		187843
M184	2000	FORD	E350	VAN	1FTSE34F1YHA52163	16444	N/A
M185	2007	FORD	F150	PICK UP	1FTRF14W37KB62469		497578
M186	2001	DODGE	1500	PICK UP	1B7HF16Z41S753128	16459	N/A
M195	2001	SOUTHWEST		TRAILER	48B500E1812023688	19970	
M196	1999	FORD	RACK	2800A	1FDXF46F3XED37271	19952	
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

#### Leffler Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
XM001	2001	FORD	E250	VAN	1FTNE24L11HA92147	16200	
XM033	1997	FORD	E250	VAN	1FTEE1468VHA44008	16189	
XM152	2000	FORD	EXPLORER	SUV	1FMDFU73X3YZC42209		146507
XM166	1991	FORD	F150	PICK UP	2FTDF15Y6MCA96039	16145	
XM167	1970'S	ALIS CHLMER	N/A	FORKLIFT	446228000		N/A
XM174	1964	YALE	N/A	FORKLIFT	P212991	16209	

XS805	2009	FORD	E350	VAN	1FTSE34L39DA68153		N/A
XS811	2009	FORD	E350	VAN	1FTSE34L49DA68159		N/A
XS826	2000	DODGE	350	VAN	2B7KB31Y6YK122638	16449	N/A
XS840	2002	FORD	E350	VAN	1FTSE34L22HB66847	16438	
XS853	2006	FORD	E250	VAN	1FTSE34L96DA69668		495153
XS855	1999	FORD	E250	VAN	1FTNE24L9XHA04180	16188	
XS872	2006	FORD	F350/ 11K	UTILITY	1FDWF37586EB73624		495721
XS879	2001	FORD	E250	VAN	1FTNE24L51HA92149	16229	
XS882	2001	FORD	E250	VAN	1FTNE24L7HB47927	16231	
XS886	2002	FORD	E250	VAN	1FTNE24L92HA36393	16233	
	1983	CHEVROLET	C60	1500 S	1GBGD1A1DV127610	18913	

**Tullytown Roster - Tank**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1400	2006	Freightliner	M2-106	3600/A	1FVFCYDC56HW39641	19848	212704
1401	1992	INTERNAT'L	4900	3000A	1HTSDVUR2NH418039	19043	
1403	1990	Ford	C-8000	3400/A	1FDYD80U4LVA12258	19263	
1404	1994	Peterbuilt	320	4600/A	1XPZL79X5RD707736	19264	
1405	1988	Ford	C-8000	3400/A	1FDYD80U3JVA04164	19265	
1408	1990	Ford	C-8000	3200/A	1FDYD80U0LVA12032	19266	
1409	1995	Peterbuilt	200	3000/A	1XPMH77X1SM608576	19267	
1410	1989	Peterbuilt	200	3000/A	1XPMH77X3SM608577	19268	
1413	1990	FORD	LS8000	3200A	1FDYS82A4LVA03200	16175	
1414	2005	International	7600	5500/A	1HTWYSBT65J007528	19840	
1420	1994	Freightliner	FL80	3400/A	1FVX8HCBRL456928	19708	
1424	1985	Ford	L-8000	3400/A	1FDXR80U7FVA63030	19271	
1425	1987	Ford	L-8000	3400/A	1FDXR82A5HVA59354	19272	
1426	1989	Ford	C-8000	3000/A	9BFXH81A2KDM00494	19273	
1430	1995	Freightliner	FL80	3400/A	1FVX8HCB1SL581551	19707	
1433	1980	FORD	C8000	3100A	D80UVGH2893	19274	
1435	2010	FRGHT	M2	3300A	1FVACYBSXADAR4303		N/A
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	
1453	1994	Ford	L-8000	3400/A	1FDXR82E0RVA26850	19280	
1459	1995	Freightliner	FL80	4600/A	1FVZJLBB4SL575051	15837	
1460	1995	Freightliner	FL80	4600/A	1FVZJLBB7SL706604	15838	
1461	1996	Ford	L-8000	3400/A	1FDYS82E0TVA19364	15839	
1464	1999	Freightliner	FL80	4600/A	1FV6JBBXYHF88148	unknown	
1465	2009	Freightliner	M2106	3300/A	1FVACYDJ49HAF2472		N/A
1466	2009	Freightliner	M2106	3300/A	1FVACYDJ49HAF2474		N/A

**Tullytown Roster - Service**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
S900	1999	Ford	E-350	Van	1FTSE34F7XHB83449	19786	
S901	1999	Ford	E-350	Van	1FTSE34FXXHB83445	19782	
S904	2001	Ford	E-350	Van	1FTSE34L21HA48280	19748	
S905	2001	Ford	E-350	Van	1FTSE34L61HA48279	19747	
S907	2006	Ford	E-350	Van	1FTSE34L76DA69657		495142
S908	2006	Ford	E-350	Van	1FTSE34L36DA69654		495139
S909	2006	Ford	E-350	Van	1FTSE34L76DA69656		495141
S910	2001	Ford	E-350	Van	1FTSE34L41HA48278	19246	
S912	2001	Ford	E-350	Van	1FTSE34L01HA48276	19744	
S914	2002	Ford	E-350	Van	1FTSE34L52HA00659	19770	
S915	2002	Ford	E-350	Van	1FTSE34L12HA00660	19769	
S916	2002	Ford	E-350	Van	1FTSE34L52HA00662	19771	
S918	2008	Ford	E350	Van	1FTSE34L28DA10095		498900
S919	2008	Ford	E350	Van	1FTSE34L48DA10096		498901
S920	2006	Ford	E-350	Van	1FTSE34L76DA69652		495137
S921	2006	Ford	E-350	Van	1FTSE34L76DA69653		495138
S922	2006	Ford	E-350	Van	1FTSE34L76DA69655		495140
S923	2002	Ford	E-350	Van	1FTSE34L32HA00658	19762	
S924	2004	Ford	E-350	Van	1FTSE34LX4HB34747		188455
S925	2004	Ford	E-350	Van	1FTSE34L44HB34744		188452
S926	2004	Ford	E-350	Van	1FTSE34L84HB34746		188454
S927	2004	Ford	E-350	Van	1FTSE34L64HB34745		188453
S928	2004	Ford	E-350	Van	1FTSE34L14HB34748		188456
S929	2004	Ford	E-350	Van	1FTSE34L24HB34743		188451
S930	2005	Ford	E-350	Van	1FTSE34L45HB33787		196035
S931	2005	Ford	E-350	Van	1FTSE34L65HB33788		196036
S932	2005	Ford	E-350	Van	1FTSE34L85HB33789		196037
S933	2005	Ford	E-350	Van	1FTSE34L25HB33786		196034
S935	2005	Ford	E-350	Van	1FTSE34L65HB33791		196039
S937	2001	Ford	E-350	Van	1FTSE34L21HA48277	19745	
S939	1997	Ford	E-350	Van	1FTJE34F8VHB83145	16275	
S940	2010	Ford	E-350	Van	1FTSE3EL7ADA74363		N/A
S941	2010	Ford	E-350	Van	1FTSE3EL9ADA74364		N/A
S942	2010	Ford	E-350	Van	1FTSE3EL0ADA74365		N/A

**Tullytown Roster - Misc**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>Vin #</u>	<u>FAS #</u>	<u>Lease #</u>
M551	1970	TCM	FD30Z7ST	FORKLIFT	A22R52455	N/A	
M554	1999	Ford	E350	Van	1FTSE34F3XHB83447	19784	
M557	1998	Sealion	N/A	UT Trailer	45LBS171XW2062874	unknown	
M558	1998	Sealion	N/A	UT Trailer	45LBS1716W2062838	unknown	
M560	2002	Ford	F-350 SD	Pick Up	1FTWX33SX2EA36501	19772	
M562	1999	Ford	F-350 SD	Rack	1FDWF37F4XEC44120	19780	
M563	1995	Ford	E-350	Van	1FTJE34F0SHC14948	15867	
M564	2001	Ford	E350	Van	1FTJE34L61HA48282	19749	
M565	2005	Ford	E350	Van	1ftse34l45hb33790		196038
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	N/A		19855
M570	1995	Custom	N/A	UT Trailer	10400601210950236		19243
M571	1989	FORD	LN9000	DUMP	1FDYR90T3KVA07792		19244
M572	1999	Ford	F-350 SD	Pick Up	1FTWX33FXXEC16183		19781
M575	1995	Ford	E-350	Van	1FTHE24Y3SHA79734		13806
M577	1994	Ford	E-350	Box	1FDKE37M8RHC17956		19234
M582	2003	Ford	E-450	Dump	1FDXF46P93EC66547		175274
M584	1989	Ford	E-350	Utility	1FDKF37M4KNA03941		19240
M586	1994	Chevy	2500	Pick Up	1GCCGK24F4RE173586		19249
M590	1990	Ford	E-350	Utility	2FDLF47M5LCB02253		19248
M591	2001	Haul	N/A	UT Trailer	16HGB18231PO21588		14103
M592	2001	Haul	N/A	UT Trailer	16HGB18211PO21587		14102
M599	1996	Petro	Steel	UT Trailer	1P9TAR201T2021221		15840

#### Tullytown Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
	1988	BVR	Trailer	N/A	42EDP2036J1000171	19238	
	1970	Case	580	N/A	42029854195644	19242	
X1412	1989	FORD	C8000	4400/A	1FDZH8OU7KVA40711	19269	WC
X1434	1980	Ford	C-8000	3100/A	D80UVGH2892	19275	
X1440	1986	Ford	C-8000	4600/A	1FDZH80U6GVA16701	19277	
X1442	1980	Ford	C-8000	3400/A	D80UVGH2894	19278	
X1462	1979	FORD	C8000	3400/A	D80DVDG9116	19281	
X1467	1979	FORD		CHASSIS	D80DVF1907	16289	
XC83	2002	Ford	EXPLORER		1FMZU72E92UA75199	19767	
XC84	2002	Ford	EXPLORER		1FMZU72E12UA75200	19766	
XM553	1999	Ford	E350	VAN	1FTSE34F5XHB83448	19785	
XM579	1997	DYNAWELD	N/A	UT TRAILER	4U161AEX6V1X34348	19236	
XM583	1986	Eager Beaver		UT Trailer	SW54623PA	19239	
XS902	1999	FORD	E350	VAN	1FTSE34F1XHB83446	19783	
XS903	2002	FORD	E350	VAN	1FTSE34L32HA00661	19761	
XS917	2002	FORD	E350	VAN	1FTSE34L72HA00663	19768	

#### Upper Darby Roster - Tank

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1300	2000	Peterbilt	330	3400A	1NPNHD8X8YS510581	19779	
1302	2005	IH	7600	5000A	1HTWYSBT45J007530	19838	
1303	1989	INTERNTL	4700	3100A	1HTZSZ3R7KH644408	19807	
1304	2009	FRGHT	M2106	3300/A	1FVACYDJX9HAF2475		N/A
1305	2001	Peterbilt	330	3400A	2NPNHD8X21M558310	19743	
1306	2008	FRGHT	M2-106	3200/A	1FVACYDJ08HZ05496		N/A
1307	1989	FORD	LS8000	3400A	1FDXR82A0KVA34627	19849	
1316	2006	FRGHT	M21-06	3600A	1FVFCYDC36HW39640	19752	212703
1318	1995	MACK	MS250P	2100A	VG6M117BOSB201699	19682	
1327	1995	FORD	LS 8000	3500A	1FDYS82E0SVA14115	19260	

1334	1991	FORD	LN 8000	3175A	1FDYR82A7MVA36785	19256
1336	1991	FORD	LN 8000	3100A	1FDYR82A9MVA36786	19257
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	1FDYS82E7TTVA07292	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

**Upper Darby Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S800	1999	FORD	E350	VAN	1FTSE34F3XHB83450	19787	
S803	2008	FORD	E350	VAN	1FTSE34L78DA10092		498892
S804	2008	FORD	E350	VAN	1FTSE34L98DA10093		498891
S805	2008	FORD	E350	VAN	1FTSE34L08DA10094		498893
S806	2008	FORD	E250	VAN	1FTSE34L18DB28705		257848
S807	2008	FORD	E350	VAN	1FTSE34L38DB28706		257849
S809	2002	FORD	E350	VAN	1FTSE34L92HA00664	19765	
S810	2008	FORD	E350	VAN	1FTSE3428DB33573		257850
S811	2008	FORD	E350	VAN	1FTSE34L48DB33574		257851
S813	2010	FORD	E350	VAN	1FTSE3ELSADA74362		N/A
S816	2003	FORD	E350	VAN	1FTSE34L53HB24500	19821	
S817	2003	FORD	E350	VAN	1FTSE34L73HB24501	19820	
S819	2004	FORD	E350	VAN	1FTSE34L94HB31211		188431
S820	2004	FORD	E350	VAN	1FTSE34L94HB31208		188432
S821	2004	FORD	E350	VAN	1FTSE34L04HB31209		188429
S822	2005	FORD	CGO	VAN	1FTSE34L75HB33816		196068
S823	2005	FORD	CGO	VAN	1FTSE34L95HB33817		196069
S824	2005	FORD	CGO	VAN	1FTSE34L05HB33818		196070
S825	2005	FORD	CGO	VAN	1FTSE34L25HB33819		196071
S826	2005	FORD	CGO	VAN	1FTSE34L95HB33820		196072
S827	2006	FORD	E350	VAN	1FTSE34L06DA69661		495146
S828	2006	FORD	E350	VAN	1FTSE34L26DA69662		495147
S829	2006	FORD	E350	VAN	1FTSE34L06DA69658		495143
S830	2006	FORD	E350	VAN	1FTSE34L96DA69660		495145
S833	2006	FORD	E350	VAN	1FTSE34L26DA69659		495144
S851	2001	FORD	E350	VAN	1FTSE34L41HA23736	19742	
S853	2001	FORD	E350	VAN	1FTSE34L21HA23735	19741	
S896	1997	FORD	E350	VAN	1FTJE34FVHC13703	16276	

### Upper Darby Roster - Tractor

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
1380	2005	IH	7600	3	1HSWYSBRX5J131150	18779	
1383	1999	IH	9200	3	2HSFMAXR8XCO25991	19788	
1390	1993	HEIL	9200A	2	1HLA3A7B7R7H57299	19261	
1391	2007	HEIL	8500A	2	5HTAB432177G72300		N/A

### Upper Darby Roster - Misc

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
M503	2001	FORD	WINDSTAR	MINIVAN	2FMZA50441BC31399	19763	
M505	1987	FORD	C8000	3400A	1FDYD80U3HVA65511	19253	
M510	2003	FORD	E350	VAN	1FTSE3423HB24499	19822	
M511	1995	DODGE		STAKE BODY	1B6MC36C8SS118983	19823	
M512	2004	FORD	E350	VAN	1FTSE34L74HB31210		188430
M513	2001	FORD	E350	VAN	19764	16931	
M518	1995	FORD	F250	PICK-UP	1FTHF26F0SNA29335	16230	
M519	2010	FORD		VAN	NM01S7AN1AT022208		53105
M522	1996	FORD	F250	PICK-UP	1FTHF26F5TEB24295	15884	
M530	1970	HYSTER	H70C	FORKLIFT	C5D126815	N/A	

### Upper Darby Roster - Surplus

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
	1991	PETERBILT	320	3500A	1XPZH58X3MD705161	19684	WC
X1310	1998	FORD	C8000	3000A	1FDXD80UXJVA40090	19258	WC
X1315	1986	FORD	C8000	3000A	1FDY80UXGVA18751	19259	
X1320	1987	WHITE	WX64	4900A	1WVDZHJ02HN122291	19683	WC
X1354	1991	FORD	LS 8000	3400A	1FDYS82A1MVA04130	19250	
X1366	1989	FORD	C8000	4300A	1FDYD80U3KVA25288	19254	WC
X1368	1990	FORD	C8000	3400A	1FDYD80U4LVA12034	19255	WC
X1392	1991	HEIL	8000A	TRAILER	1HLA3A7B0M7G55304	19847	
X1399	1976	HEIL	8500A	TRAILER	1HLA3A7B3H7H53736	19262	JPM
XM502	1997	FORD	FAURUS	WAGON	1FALP57U7VA297287	15886	
XM532	1996	FORD	E350	VAN	1FTJE34F8THB60347	15882	
XS855	2001	FORD	E350	VAN	1FTSE34LO1HA23734	19740	
XS895	1997	FORD	E350	VAN	1FTJE34F1VHC13702	16277	

### Wallace Roster - Tank

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
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	13956	
1614	1999	INT'L	4900	3000/A	1HTSDAAN1XH615622	13953	
1615	2009	FRGHT	M2-106	3400	1FVACXDJ99HA52529		N/A
1616	2000	KW	T300	3200/S	1NKMH7X5YS842092	19859	
1617	2008	FRGHT	M2-106	3400/A	1FVFCYDJ78HZ05503		N/A
1630	1997	INT'L	4900	3000/A	1HTSDAAN7VH438412	unknown	

1631	2001	INT'L	4900	2800/A	1HTSDAAN81H401914		16914
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	1HTSDAAN15H645860		13945
1647	1995	INT'L	4900	2800/A	1HTSDAAN95H605767		13946
1648	2004	INT'L	4400	2800/A	1HTMKAAN24H679985		16619
1649	2006	FREIG	M2-106	3200/S	1FVACXCS96HW64071		16894

**Wallace Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S250	2004	FORD	E350	VAN	1FTSS34L14HB46715		191538
S254	2008	FORD	E350	VAN	1FTSE34L98DA22213		500506
S255	2011	FORD	F350	UTILITY	1FDRF3H6XBEB43488		N/A
S256	2002	CHEVY	3500	VAN	1GCHG35R421243556	15737	
S258	2006	FORD	F450	RACK	1FDXF46Y96EB61424		208081
S259	2004	CHEVY	3500	CUBE	1GBJG314941207767		188280
S261	2008	FORD	E350	VAN	1FTSE34L38DB33579		257847
S262	2010	FORD	E350	VAN	1FTSE3ELZADA85285		NA
S263	2010	FORD	E350	VAN	1FTSE3EL4ADA85286		NA
S268	2004	GMC	2500	VAN	1GTFG25M111905131	16614	
S269	2006	FORD	E350	VAN	1FTSE34L86DA74039		495212
S270	2006	FORD	E350	VAN	1FTSE34LX6HA71006		496408
S271	2008	FORD	F450	RACK	1FDXF47488EC55604		499815

**Wallace Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M350	1999	FORD	F550	RACK	1FDAF5FIXED99567	13689	
M351	1940	DODGE	SHOW TRK	TANK	T98139493		N/A
M352	2005	FORD	F250	PICK UP	1FTNF21575EC84473		206676
M357	2003	CHEVY	2500	PICK UP	1GCHK24U93E207919	16281	
M365	1986	H&H	BRINDLE	TRAILER	1H91016S8G1019086	13681	

**Wallace Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
XS251	2005	FORD	E350	VAN	1FTSE34L65HB33810		196062
XS252	2002	FORD	E350	VAN	1FTSE34L42HA13967		
XS253	2002	FORD	E350	VAN	1FTSE34L22HA13966		
XS254	1999	FORD	E350	VAN	1FTSE34L3XHB40829	16966	
XS264	2000	GMC	G2500	VAN	1GTFG25M6Y1900839	16613	
XS266	2000	GMC	SAVANA	VAN	1GTFG25M7Y1900437	16612	JPM

**Wantagh Roster - Tank**

Fleet #	Year	Make	Model	Capacity A / S	VIN #	FAS #	Lease #
1802	2007	Mack	CTP713	4500/A	1M2AT04C27M004923		N/A
1803	2007	MACK	CTP713	4500/A	1M2AT04C67M004925		N/A
1804	2003	Intl	7600	4400/A	1HTWYATTX3J063302	17818	
1805	1987	Mack	MR	3400 / A	1M2K125CXHM010331	14046	
1806	1987	Mack	MR	3400 / A	1M2K125C1HM010332	14047	
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	
1822	2008	Frght	M21-6	3500/A	1FVFCYDJ38HZ05501		N/A
1824	1986	Ford	L8000	3000 / A	1FDXR80U6GVA55390	14026	
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	
1852	1983	Mack	MR	3400 / A	1M2K125CXDM006659	14015	
1858	1978	Mack	R	3400 / A	R607T5710	14017	
1860	2002	Mack	RD	3400 / A	1M2P288C42M034049	16942	
1861	2002	Mack	RD	3400 / A	1M2P288C22M034048	16941	
1869	1982	Mack	R	4800 / A	1M2N128C8CA032010	14018	
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	

**Wantagh Roster - Service**

Fleet #	Year	Make	Model	Body Type	VIN #	FAS #	Lease #
S001	2004	Ford	E350	Van	1FTSE34LX4HB11050		187800
S002	2004	Ford	E350	Van	1FTSE34L14HB11051		187801
S003	2004	Ford	E350	Van	1FTSE34L34HB11052		187803
S005	2004	Ford	E350	Van	1FTSE34L74HB11054		187806
S006	2005	Ford	E350	Van	1FTSE34L95HB33798		196046
S007	2005	Ford	E350	Van	1FTSE34L75HB33797		196045
S008	2005	Ford	E350	Van	1FTSE34L55HB33796		196044
S009	2005	Ford	E350	Van	1FTSE34L35HB33800		196048
S010	2005	Ford	E350	Van	1FTSE34L35HB33795		196043
S013	2006	Ford	E350	Van	1FTSE34L16DA90034		495208
S020	2001	Ford	E350	Van	1FTSE34L61HA18151	16926	
S021	2001	Ford	E350	Van	1FTSE34L81HA18152	16924	

S022	2001	Ford	E350	Van	1FTSE34L81HA22279	16783	
S024	1998	Ford	E350	Van	1FTSE34LXWHB94451	17026	
S026	2009	Ford	E350	Van	1FTSE34L89DA68150		N/A
S027	2009	Ford	E350	Van	1FTSE34LX9DA68151		N/A
S028	2009	Ford	E350	Van	1FTSE34L19DA68152		N/A
S029	2009	Ford	E350	Van	1FTSE34LX9DA69719		N/A
S036	2003	Ford	E350	Van	1FTSE34L63HB29513	18296	
S041	2006	Ford	E350	Van	1FTSE34L86DA90032		495206
S044	2003	Ford	E350	Van	1FTSE34L43HB29512	18305	
S045	2003	Ford	E350	Van	1FTSE34L03HB29510	18298	
S046	2010	Ford	E350	Van	1FTSE3EL9ADA85297		N/A
S047	2010	Ford	E350	VAN	1FTSE3EL0ADA85298		N/A
S050	2008	Ford	E350	Van	1FTSE34L18DA10105		498908
S051	2008	Ford	E350	Van	1FTSE34L58DA10107		498910
S052	2008	Ford	E350	Van	1FTSE34L88DA10103		498906
S053	2008	Ford	E350	Van	1FTSE34L38DA10106		498909
S054	2010	Ford	E350	Van	1FTSE3EL2ADA85299		N/A
S055	2010	Ford	E350	Van	1FTSE3EL7ADA85301		N/A
S056	2010	Ford	E350	Van	1FTSE3EL7ADA85300		N/A
S069	1998	Ford	E350	Van	1FTSE34L1WHB94449	17028	
S075	1998	Ford	E350	Van	1FTSE34L8WHB94450	17030	
S084	2006	Ford	E350	Van	1FTSE34LX6DA90033		495207
S085	2006	Ford	E350	Van	1FTSE34L86DA93187		495209
S086	2006	Ford	E350	Van	1FTSE34LX6DA93188		495210
S091	1998	Ford	E350	Van	1FTSE34LXWHB94448	17029	
S095	2001	Ford	E350	Van	1FTSE34L41HA22280	16784	

#### Wantagh Roster - Tractor

Fleet #	Year	Make	Model	# Axles	VIN #	FAS #	Lease #
1880	2005	Mack	CH	3	1M1AJ06Y65N001985	18772	
1881	2005	Mack	CH	3	1M1AJ06Y85N001986	18771	
1883	1990	Mack	CH	3	1M2AA06Y6LW006462	14058	
1884	1992	Mack	CH	3	1M2AA13YXNW015338	14059	
1885	1991	FORD	LT9000	3	1FTZU90W7MWA00848	19991	
1886	2010	Freight	Columbia	3	1FUJFOCY3ADAR5654		N/A
1888	1997	Mack	CH	3	1M1AA14Y0VW072750	14055	
1889	2010	Freight	Columbia	3	1FUJFOCY5KDR5655		N/A
1890	2005	Heil	10600 /A	3	5HTAB413857J68512	18807	
1891	2005	Heil	10600 /A	3	5HTAB413X57J68513	18808	
1893	1977	FRUEHAUF	9200 A	2	UNY581401	14060	
1894	1995	Heil / Tag F2 E10600	10600 /A	3	1HLA3A7B8S7J58558	14061	
1895	1991	Fruehauf /Tag F2 ESF106	10600 /A	2	1H4T04229NL001901	14062	
1896	1980	Fruehauf /Tag F2 E9200	9200 / A	2	UNT002201	14063	
1898	1982	Fruehauf /Tag F2 E9200	9200 / A	2	1H4T04125CK007201	14067	
1899	1981	Fruehauf /Tag F2 E9200	9200 / A	2	1H4T04127BK020501	14066	

**Wantagh Roster - Misc**

Fleet #	Year	Make	Model	Body Type	Vin #	FAS #	Lease #
M600	1997	FORD	F350	PICK UP	3FTHF36F6VMA23754	13777	
M601	2005	FORD	Escape	4X4	1FMYU93175KE15890		196350
M602	1978	MACK	R	3400/A	R607T5712	14016	
M603	2008	Ford	E350	Van	1FTSE34LX8DA10104		498907
M604	2004	Ford	E350	Cargo Van	1FTSE34L54HB11053		187811
M605	2003	FORD	E350	VAN	1FTSE34L43HB29509	18304	
M607	1998	FORD	E250	Van	1FTPE242XWHB82145	13781	
M608	1992	Ford	E350	Step Van	3FCLF59M8NJA05581	13776	
M611	2005	FORD	E350	Cargo Van	1FTSE34L05HB33799		196047
M612	1997	Ford	E350	Van	1FTJE34L1VHA45839	15825	
M613	1995	Ford	E350	Van	1FTJE34Y2SHC14953	15896	
M614	2005	FORD	ESCAPE	SUV	1FMYU93105KE15889		196349
M618	1995	Ford	Cutaway	Cube Van	1FDKE37H3SHB74801	15826	
M620	2006	Ford	Cutaway	Cube Van	1FDXE45S26DA24928		495465
M621	2010	Ford	E350	Van	1FTSE3EL7ADA85296		N/A
M625	2006	Ford	Cutaway	Cube Van	1FDXE45SX6DA35837		495535
M631	1987	Hyster	H80XL	Forklift	F005A04602H		N/A
M633	1999	Ford	E350	Van	1FTSE34L5XHC01050	16980	
M640	1990	Ford	L8000	Tanker	1FDXK84A1LVA09903	14111	

**Wantagh Roster - Surplus**

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
X1811	1980	MACK	R	3400/A	R606T1186	14043	
X1882	1988	MACK	R	TRACTOR	1M2N187Y3JW021979	14057	
XC96	2003	FORD	ESCAPE	SUV	1FMYU921X3KD74945	18306	
XM606	2002	FORD	XLS		1FMYU02102KB03886	16944	
XM619	1995	FORD	CUTAWAY	CUBE VAN	1FDKE37H6SHB74808	15827	
XM641	1989	MACK	MIDLINER	TANKER	VG6M112B5KB067361	unknown	
XS015	2001	FORD	E350	VAN	1FTSE34L61HA22281	16785	
XS018	2001	Ford	E350	Van	1FTSE34L81HA18149	16925	
XS019	2001	Ford	E350	Van	1FTSE34L41HA18150	16927	
XS030	1999	FORD	E350	VAN	1FTSE34L5XHC01047	16977	
XS033	2001	FORD	E350	VAN	1FTSE34L81HA22282	16786	
XS038	2003	FORD	E350	Van	1FTSE34L23HB29511	18297	
XS087	2001	Ford	E350	Van	1FTSE34L61HA22278	16782	

**C. Hoffberger Company**

Fleet #	Year	Make	Model	VIN #	FAS #
55901	1989	DODGE	250 P/U	1B7KM2680KS191271	027838
55910	2001	DODGE	1500 P/U	1B7HF16Y01S262062	027839
125	1983	FORD	L8001 3000/A	1FDXR80U6DVA38844	027823
122	1987	FORD	L8000 3000/A	1FDXR80UIHVA20855	027822
118	1989	FORD	L8000 3000/A	1FDXR82A6KVA36155	027821
132	1994	FORD	L8000 2800/A	1FDXR82EXRVA51125	027828
137	1995	FORD	LN4500S 4200/S	1FDZW90X9SVA29313	027832
	1995	FORD	LN 4500S	A29313	019901
117	1996	FORD	F150 P/U	1FTEF14YXTLB70279	027820
71260	1997	FORD	E150 VAN	1FTEE1424VHA61112	027864
71259	1997	FORD	E150 VAN	1FTEE1426VHA61113	027863

	1997	FORD	LN 4700 S	A10730	019903
92056	1999	FORD	E150 VAN	1FTRE1429XHB51862	027865
101 163	2000	FORD	E250	1FTNE2421YHA34525	027868
101 164	2000	FORD	E250	1FTNE2423YHA34526	027869
101 165	2000	FORD	E250	1FTNE2425YHA34527	027870
101162	2000	FORD	E250 VAN	1FTNE242XYHA34524	027866
111148	2001	FORD	E250	1FTNE24251HA44867	027867
30557	2002	FORD	E350 VAN	1FTSE34L42HA30557	027833
30560	2002	FORD	E350	1FTSE34L42HA30560	027836
30558	2002	FORD	E350	1FTSE34L62HA30558	027834
30561	2002	FORD	E350	1FTSE34L62HA30561	027837
30559	2002	FORD	E350	1FTSE34L82HA30559	027835
135	1998	FREIGHTLINER	FL80 2800/A	1FUWJLBB2WH887207	027831
131	1998	FREIGHTLINER	FL70 2800/A	1FV6HLBA1XHA06631	027827
55911	1991	GMC	3500 P/U	1GDHR33J2MF702060	027840
133	1997	GMC	C7500 2800/A	1GDM7C1J5VJ509889	027829
134	2000	GMC	T7500 2800/A	1GDM7H1C1YJ509584	027830
57701	1987	INTERNATIONAL	S-1600 P/O	1HTLAHEM7HH484575	027841
105	1990	INTERNATIONAL	4900 3000/A	1HTSDTVNOLH206835	027817
63311	1993	INTERNATIONAL	8100 4200/A	1HSHCAZR6PH500796	027862
110	1993	INTERNATIONAL	4900 3000/A	1HTSDPNN7PH478733	027818
57702	1994	INTERNATIONAL	4700 R/B	1HTSCPLM9RH546594	027842
128	2002	INTERNATIONAL	4400 2700/A	1HTMKAAN52H517491	027825
130	2002	INTERNATIONAL	4400 4400/A	1HTMSADR82J034164	027826
	2002	INTERNATIONAL		1HTMSADR82J034164	020007
127	2002	INTERNATIONAL	4400 4400/A	1HTMSADRX2J034165	027824
	2005	INTERNATIONAL		117368 2005 INTL	019939
	2005	INTERNATIONAL	2800A tank	1htmmaan15h100805	019900
	2005	INTERNATIONAL	2800A tank	1htmmaan25h117368	019902
	2005	INTERNATIONAL	4300 2800A tank	1htmmaan5h124447	019898
	2005	INTERNATIONAL		100805	019941
	2005	INTERNATIONAL		1HTMMAAN15H100805	020008
	2005	INTERNATIONAL	TECH WELD 2800A TANK	H124445	019897
	2001	KENWORTH		M872708	019940
	2001	KENWORTH	2800A tank	M872708	019899
62044	1979	MACK	MR 3400/A	MR487P1016	027843
62047	1979	MACK	MR 3400/A	MR487P1018	027844
62053	1980	MACK	MR 3400	MR487P1172	027846
62054	1980	MACK	MR 3400	MR487P1173	027847
62057	1980	MACK	MR 3400/A	MR487P1176	027848
62058	1980	MACK	MR 3400/A	MR487P1177	027849
62060	1980	MACK	MR 3400	MR487P1179	027851
62051	1980	MACK	MR 3400/A	MR487P1231	027845
62064	1980	MACK	MR 3400/A	MR487P1233	027854
62065	1980	MACK	MR 3400	MR487P1234	027855
62066	1980	MACK	MR 3400	MR487P1235	027856
62067	1980	MACK	MR 3400	MR487P1236	027857
62069	1980	MACK	MR 3400/A	MR487P1238	027858



62071	1980	MACK	MR 3400/A	MR487P1240	027859
73	1985	MACK	MIDLINER 2800	VG6M112B7FB064208	027815
11	1996	MACK	MIDLINER 2800/A	VG6M118BITB301911	027814
63310	1993	PETERBILT	379 4400/A	1XP5DE9XXPN338718	027861
104	1988	VOLVO	FE615 2800	YB3U6A3A4JB416920	027816
114	1995	VOLVO	FL6 2800	4V52AECCXSR474218	027819

### Hoffman Fuel Company Bridgeport

Fleet #	Year	Make	Model	Body Type Capacity A/S	VIN #	FAS #	Lease #
63143	1982	FORD	H80A 4400		1FDYH0U1GVA11539	027757	
62454	1985	FORD	D800 2800		1FDYD80U6FVA22276	027751	
A-11	1986	FORD	F-250 PICK UP		1FTHY26H7GK86771	027760	
54999	1988	FORD	F-350 RACK		1FDKF37G4KNA65947	027747	
49600	1996	FORD	E-350 VAN		1FTJE34Y2THA43834	027743	
49801	1998	FORD	E-350 VAN		1FTPE24LXWHA47742	027744	
29902	1999	FORD	E-350 VAN		1FTSE34F5XAB84969	027738	
16101	1999	FORD	E-250 VAN		1FTSE34L8XHA27099	027735	
101785	2000	FORD	E-150 VAN		1FTRE1423YHA24820	027759	
	2000	FORD	E-150 VAN		1FTRE1426YHA31745	027761	
16102	2001	FORD	E-250 VAN		1FTSE34L51HA26595	027736	
49151	2002	FORD	E-350 VAN		1FTSE34L82HA25457	027740	
49150	2002	FORD	E-350 VAN		1FTSE34L92HA25256	027739	
16103	2002	FORD	E-350 VAN		1FTSE34LX2HA70979	027737	
62193	1993	FREIGHTLINER	FL-70 2800		1FV6HFAA5PL416359	027748	
62940	1994	FREIGHTLINER	FL-70 2800		1FV6HLBA6RL559014	027755	
6	1994	FREIGHTLINER	FL-70 2800		1FV6HLBAXRL564877	027731	
7	1995	FREIGHTLINER	FL-70 2800		1FV6HLBAOSL552582	027732	
62401	1996	FREIGHTLINER	FL-70 2800		1FV6HFBA3TL758384	027750	
1	1996	FREIGHTLINER	FL-70 2800		1FV6HLBA1TL872558	027729	
62906	1999	FREIGHTLINER	FL-70 2800		1FV6HJAA2XHB00863	027753	
12	1999	FREIGHTLINER	FL70 2800		1FV6HLBA6XHA22517	027733	
62931	2000	FREIGHTLINER	FL-70 2800		1FV6HJBA2YHB94789	027754	
49961	1999	GMC	SAVA VAN		1GTHG35R9X1061682	027745	
63092	2000	GMC	7000 3150		1GDM7H1CYJ517667	027756	
49360	2003	GMC	SAVA VAN		1GTHG35U231177353	027742	
62704	1987	INTERNATIONAL	4900 2800		1HTLDTVN0HH505317	027752	
62321	1990	INTERNATIONAL	4900 2800		1HTSDTVN2LH223748	027749	
	1994	INTERNATIONAL	2700A TANK TRK+I38		1HTSDPPNXRH554722	019895	
	1999	INTERNATIONAL	4900		7XH630237	019896	
63190	2002	INTERNATIONAL	4400 3150		1HTMKAAN92H517493	027758	
14	2004	KENWORTH	2800A tank		2NKMHD7X44M052243	027734	
	2000	TOYOTA	COROLLA		2T1BR12E5YC268038	027762	

**Hoffman Fuel Company Danb**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type Capacity A/S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
62147	1980	FORD	2800/A		D804VHJ9561	027771	
62512	1991	FORD	N87 2800/A		1FDXR82A5MVA28521	027775	
62590	1995	FORD	L8000 2800/A		1FDXR82EXSVA08376	027777	
28116	2001	FORD	E-350 VAN		1FTSE34L71HA77645	027764	
28118	2002	FORD	E-350 VAN		1FTSE34L72HA17673	027765	
63885	2087	FORD	L8000 3400/A		1FDYR80U7HVA11338	027782	
62401	1994	FREIGHTLINER	FL70 2800/A		1FV6HFAA2RL774778	027772	
62602	1996	FREIGHTLINER	FL70 2800/A		1FV6HFAA0TL732892	027779	
	1997	FREIGHTLINER	3000A		VL761325	019905	
62910	1999	FREIGHTLINER	FL70 2800/A		1FV6HJAAOXHB00862	027780	
49163	2001	GMC	SAVA VAN		1GTHG35R111235042	027766	
62501	1995	INTERNATIONAL	4900 2800/A		1HTSDAAN0SH660771	027773	
62518	1995	INTERNATIONAL	4000 2800/A		1HTSDAAN8SH641188	027776	
62502	1995	INTERNATIONAL	4900 2700/A		1HTSDAAN8SH652174	027774	
62601	1996	INTERNATIONAL	4700 2800/A		1HTSCAAN6TH323414	027778	
62113	2000	INTERNATIONAL	4900 2800/A		1HTSDAAN7YH303693	027770	
	2000	INTERNATIONAL	4900		1HTSDAAR4YH230138	019904	
62101	2001	INTERNATIONAL	4900 2800/A		1HTSDAAN51H400770	027769	
63157	2002	INTERNATIONAL	4000SER 3000/A		1HTMKAAN22H517495	027781	

**J. J. Skelton Oil Company**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type Capacity A/S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
89	2000	CHEVY	EXPR VAN		1CGHG35RXY1100989	027799	
154	1991	FORD	E350 VAN		1FTJE34M1MHA53754	027800	
348	1996	FORD	E250 VAN		1FTHE24YXTHA44514	027801	
57	1999	FORD	E250 VAN		1FTRE1422XHB51881	027798	
524	2000	FORD	E250 VAN		1FTNE2424YHB59504	027802	
525	2000	FORD	E250 VAN		1FTNE2426YHB59505	027803	
62564	1989	INTERNATIONAL	S 2800/A		1HTLDTVN9KH604824	027810	
62597	1997	INTERNATIONAL	4000 2800/A		1HTSDAAN8VH443182	027812	
62599	1999	INTERNATIONAL	4000 2800/A		1HTSDAAN7XH637852	027813	
62567	1979	MACK	MR 3400/A		MR487P1021	027811	
62073	1980	MACK	MR 3400/A		MR487P1186	027804	
62074	1980	MACK	MR 3400/A		MR685P3206	027805	
62075	1980	MACK	MR 3400/A		MR685P3207	027806	
62076	1980	MACK	MR 3400/A		MR685P3208	027807	
62563	1985	MACK	MR600 3400/A		1M2K125C8FM008041	027809	
62562	1985	MACK	MR600 3400/A		1M2K125C8FM008042	027808	

**Lewis Oil Company**

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type Capacity A/S</u>	<u>VIN #</u>	<u>FAS #</u>	<u>Lease #</u>
55818	1986	CHEVY	G 30 Flat		1GBJK34W3GJ131477	027884	
49954	1998	CHEVY	G30 Van		1GCHG35R7W1054213	027877	
55824	2001	CHEVY	3500 Box		1GBJG31R11118380	027887	
49960	2002	DODGE	3500 Van		2B7KB31Z12K140738	027879	
62519	1987	FORD	LN8000 2800 / A		1FDXR80U7HVA03137	027905	

55819	1993	FORD	F350 Dump	1FDKP37H2PNA82200	027885
62517	1993	FORD	LN8000 3200 /A	1FDXR82E8PVA33784	027903
49925 x	1995	FORD	EC2 Van	1FTHE24Y7SHA18046	027913
49932	1999	FORD	E250 Van	1FTNE24L8XHC207333	027871
49963	1999	FORD	E350 Van	1FTSE34L7XHA64354	027882
49934 x	2000	FORD	EC1 Van	1FTRE1429YHA42772	027914
49965	2000	FORD	E350 Van	1FTSE34L3YHC02473	027883
49962	2000	FORD	E350 Van	1STSE34LOYHA26661	027881
49961	2001	FORD	E350 Van	1FTSE34L01HA09302	027880
49936 x	2001	FORD	E350 Van	1FTSE34L11HA18073	027915
49942	2001	FORD	E350 Van	1FTSE34L31HA34582	027873
49935	2001	FORD	E350 Van	1FTSE34LX1HA18072	027872
49945	2002	FORD	E350 Van	1FTSE34L02HA19796	027876
49944	2002	FORD	E350 Van	1FTSE34L32HA06315	027875
49943	2002	FORD	E350 Van	1FTSE34L82HA06309	027874
49959	2003	FORD	E350 Van	1FTSE34L53HB49865	027878
	1997	FREIGHTLINER	3000A	VH789672	019906
62527	2001	FREIGHTLINER	FL80 3000 / A	1FVABXBBS51HH87480	027910
55820	2001	GMC	3500HD Util	3GBKC34F21M112088	027886
62502	1985	INTERNATIONAL	2554 3400 / A	1HTZLTVN5FHA27103	027893
62516	1993	INTERNATIONAL	4900 3200 / A	1HTSDPPNXP478657	027902
62501	1994	INTERNATIONAL	2554 3400 / A	1HTGBN2R9RH570176	027892
62513	1997	INTERNATIONAL	4700 3000 / A	1HTSCAAN7VH443791	027900
62526	1998	INTERNATIONAL	4700 2800 / A	1HTSCAAN8WH594897	027909
62512	1999	INTERNATIONAL	4900 3000 / A	1HTSDAAN1XH608332	027899
92515	1999	INTERNATIONAL	4900 2800 / A	1HTSDAAN2XH647043	027911
62511	2001	INTERNATIONAL	4700 3000 / A	1HTSCAAN71H369640	027898
62506	2002	INTERNATIONAL	4400 3400 / A	1HTMKAANO2H517494	027894
	2000	KENWORTH		839647	019908
	2001	KENWORTH	2800	M876350	019907
62485 x	1978	MACK	MB 3400 A	MB487p3772	027916
X62485	1978	MACK	MB 3400 A	MB487p3772	027922
62486 x	1978	MACK	MB 3400 A	MB487P3773	027917
X62486	1978	MACK	MB 3400 A	MB487P3773	027923
62488 x	1978	MACK	MB 3400 A	MB487P3892	027918
62489	1978	MACK	MB 3400 / A	MB487P3893	027889
62491 x	1978	MACK	MB 3400 A	MB487P3895	027919
62500	1979	MACK	MR 3400 / A	MR487P1019	027891
62510 x	1979	MACK	RD 4400 S	RD686SX5609	027921
62499	1980	MACK	MR 3400 / A	MR487P1183	027890
62497 x	1980	MACK	MR 3400 A	MR487P1187	027920
62509	1985	MACK	R685T 3000 / S	1M2N166C0FA089834	027897
	1985	MACK	DM686	DM686	019937
62518	1989	MACK	MS300 2800 /A	VG6M112B9KB067296	027904
62508	1993	MACK	DM690SX 5500 / S	1M2B210COPMO12280	027896
62523	1995	MACK	RD690S 4400 /S	1M2P264C8SMO17362	027908
62521	1997	MACK	DM690S 4800 /S	1M2B209C2VM021525	027907
62520	1997	MACK	DM690S 4800 /S	1M2B209COVMO21524	027906

62507	1997	MACK	RD690S 4400 /S	1M2P264C1VM023217	027895
62514	2003	Sterl ACTERRA	2800 / A	2FZACGCS73AM03583	027901
55827	1984	YALE	GLC040 Fork/Lift	A809NO4594U	027888
<b>Rye Fuel Company</b>					
301	1998	DODGE	RAM 3500 PICK UP	1B7MF3355WJ143652	027796
101	1988	FORD	LN8000 3400/A	1FDYR82A1JVA46112	027783
209	2001	FORD	E350 BOX	1FDWE35L21HA61056	027794
201	2002	FORD	ECONO VAN	1FTSE34132HA06184	027791
205	2002	FORD	ECONO VAN	1FTSE34LX2HA86602	027792
	2006	FREIGHT LINER		1FVACXCS56HW40611	019932
105	1983	INTERNATIONAL	TK 2800/A	2HTAA1951DCA10966	027786
109	1987	INTERNATIONAL	S1900 2800/A	1HTLDTVN8JH34604	027790
108	1990	INTERNATIONAL	4900 2800/A	1HTSDZ7NXMH333030	027789
107	1996	INTERNATIONAL	4900 2800/A	1HTSDAANXTH302420	027788
106	2003	INTERNATIONAL	4400 2800/A	1HTMKAANO3H578409	027787
303	2000	VENTURE	VU2000 UT TRAILER	47GUA1210YB000250	027797
103	1993	VOLVO	FE42 2800/A	4V52AEEB0PR472847	027784
104	1993	VOLVO	FE42 2800/A	4V52AEHC9PR471829	027785

**EXHIBIT F**

(See Section 3.11 of Security Agreement)

**FIXTURES****Owned Real Estate**

<u>Record Owners</u>	<u>State</u>	<u>Property Name</u>	<u>Address</u>	<u>City</u>	<u>Zip Code</u>
Ortep of Pennsylvania, Inc.	PA	Roy E. Miller	301 N. Forge Road	Palmyra	17078
Petro Holdings, Inc.	CT	Whaleco/Colonial	12 Colonial Road	Canton	06019
Petro Holdings, Inc.	RI	DeBlois E. Greenwich	2579 South Country Trail	E. Greenwich	02818
Meenan Oil Co, LP	NY	Burke	26 Bayview Rd. nr. Roa Hook Road	Peekskill	10566
Meenan Oil Co, Inc.	NJ	Meenan Oil Clinton	108 W. Main Street	Clinton	08809
Meenan Oil Co, LP	NJ	Meenan Oil Chester	65 Maple Avenue	Chester	07930
Meenan Oil Co, LP	NJ	Meenan Oil Franklin	460 Route 23	Franklin	07416
Meenan Oil Co, LP	NJ	BudOil Co.	55 US Highway 46	Hackettstown	07840
Meenan Oil Co, LP	NY	Wallace	10 Sands Station Road	Middletown	10940
Meenan Oil Co, LP	PA	Kirk's Fuel	1859 Route 212	Quakertown	18951
Petro Holdings, Inc.	RI	Ryan	25 Stafford Street	Warwick	02886
Meenan Oil Co, LP	NJ	Hamburg	State Route 23 at Oak Street	Hamburg	07419
Petro Inc.	NY	Billings	Routes 55 & 82	Billings	12510
Petro Holdings, Inc.	RI	River - Woonsocket	1182 River St.	Woonsocket	02895
Marex Corp.	MD	Marex Corp.	8900 Citation Rd.	Baltimore	21221
Meenan Oil Co, LP	NJ	Region Oil	15 Richboyton Road	Dover	07801
Minnwhale LLC	NJ	Whaleco	800 State Road	Princeton	08540
Petro Inc.	NY	Eastern Depot	30 Old Dock Road	Yaphank	11980
Meenan Oil Co, LP	NY	Meenan Long Island	3020 Burns Avenue	Wantagh	11793
Ortep of Pennsylvania, Inc.	PA	DJ Witman	4025 Pottsville Pike	Reading	19605
Meenan Oil Co, Inc.	PA	Meenan Oil	113 Main Street	Tullytown	19007
Meenan Oil Co, Inc.	PA	Young Supply	8301 Lansdowne Avenue	Upper Darby	19082
Richland Partners, LLC	PA	Richland	62 N. Main Street	Stewartstown	17363
Richland Partners, LLC	PA	Richland	1234 Cloverleaf Road	Mt Joy	17552
Richland Partners, LLC	PA	Richland	669 E Ross Street	Lancaster	17602
Richland Partners, LLC	PA	Richland	572 E. Main Street	New Holland	17557
Richland Partners, LLC	PA	Richland	25 Hanover Street	York	17404
Petro Holdings, Inc.	RI	Prov Energy Oil	141 Knight Street	Warwick	02886
Petro Holdings, Inc.	RI	Prov Energy Oil	12 Stafford Street	Warwick	02886
Petro Holdings, Inc.	RI	Prov Energy Oil	550 Fish Road	Tiverton	02878
Petro Holdings, Inc.	RI	Prov Energy Oil	1191 River Street	Woonsocket	02895
Hoffman Fuel Company of Bridgeport	CT	Bridgeport	195 E. Washington Street	Bridgeport	06611
Hoffman Fuel Company of Danbury	CT	Danbury	170 White Street	Danbury	06810
Hoffman Fuel Company of Danbury	CT	New Milford	519 Danbury Rd	New Milford	

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**Leased Property**

<u>Location</u>	<u>Street</u>	<u>City / St / Zip</u>	<u>Landlord</u>	<u>Legal Entity</u>
New Milford Connecticut	511 Danbury Road	New Milford CT 06776	Sycamore Trails Group LLC	Petro Inc.
New Haven	52, 55 & 71 Day Street	Norwalk CT 06854	Robert Schwartz	Petro Inc.
Corporate Boston	212 Elm St.	North Haven CT 06473	O'Leary-Vicunas No. Two, LLC	Petro Holdings, inc.
Boston	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 Lakewood	94 Dell Avenue	Kenvil NJ 07847	Sylway Properties	Minnwhale LLC
Linden	99 River Avenue	Lakewood NJ 08701	Kaitlyn Industries, Inc	Minnwhale LLC
Pennsauken	11 Lincoln St.	Linden NJ 07036	Linden Associates VI	Minnwhale LLC
South Plainfield	1701 Sherman Ave.	Pennsauken NJ 08110	Mid America	Minnwhale LLC
Wantaugh-S&V Realty	40 Cragwood Road	South Plainfield NJ 07080	Cragwood LLC	Minnwhale LLC
Hudson River Petroleum-Burke	16A Bayville Avenue	Bayville NY 11709	16 Bayville corp	Meenan Oil Co. LP
Desilva Ice & Fuel (Mt.Kisco)-Burke	87 N. Main St	Brewster NY 10509	Richard E. Bouton	Meenan Oil Co. LP
Durkin	343 N. Bedford Rd.	Brewster NY 10509	Manuel Monterio	Meenan Oil Co. LP
Brooklyn	560 N. Main St.	Brewster NY 10509	Durkin water supply.	Meenan Oil Co. LP
Floral Park	1820 Cropsey Avenue	Brooklyn NY 11214	Sergio & Vincent Allegretti	Petro Inc.
Burke Realty Hawthorne	185 Magnolia Avenue	Floral Park NY 11001	Patterson Fuel Oil Company Inc	Petro Inc.
Hicksville	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 Spring St.	Monroe NY 10950	Herbert Schneider	Meenan Oil Co. LP
Burke-Premium	2101 Post Road	Montrose NY 10548	John Griffin	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)	144 and 154 Garden St.	Poughkeepsie NY 12601	Dawn Effron	Meenan Oil Co. LP
Effron-Norfe Realty (office and garage)	144 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	7 Greenfield & 1654 County Road 39	Southampton NY 11968	Joseph Hardy	Petro Inc.
Hardy	76 Mariner Drive (Southwestern)	Southampton NY 11968	P & J Associates	Petro Inc.
Southampton Termial	224 N. Main St.	Southampton NY 11968	224 North Main Street LLC	Petro Inc.
Burke-Manuele Mngmt Group	9 Walnut Place	Thomwood NY 10594	Fariello Family, Trust	Meenan Oil Co. LP
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, rollman bldg.	13-15 Mount Joy St. (see comment)	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	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	741 East Main Road	Middletown RI 02842	Highlander Realty LLC	Petro Holdings, Inc.
Buckley	1630-1632 Kingstown Rd	South Kingston 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	274-C Montauk Hwy	Hampton Bays NY 11946	RCF Properties Corp.	Lewis Oil company, Inc.
Hoffman Fuel Company	56 Quarry Rodad	Trumbull CT 06611	Robert D. Scinto	Hoffman Fuel Company of Danbury
Champion Energy Company	1 Radisson Plaza	New Rochelle NY 10801	New Rochelle Hotel Associates	Champion Energy Company
JJ Skeleton Company	5125 Simpson Ferry Rd	Mechanicsburg PA 17050	Gulf Oil Limited Partnership	JJ Skeleton Company
Tanner (Leffler)	1120 Mount Rock Rd	Shippensburg PA 17257	Rohr Family Limited Partnership	Richland Partners, LLC
Tanner (Leffler)	1120 Mount Rock Rd	Shippensburg PA 17257	Rohr Family Limited Partnership	Richland Partners, LLC
Ways Heating and Cooling	1395 River Road	Titusville NJ 08500	Randy Downs and Robert O'Rourke	Minwhale LLC
Leffler	1234 Cloverleaf Road	Mount Joy PA 17552	Bridgestone Americas Tire Operations, LLC	Richland Partners, LLC
J.J. Skelton Company	40 W, Manoa Rd	Havertown, PA 19083	Boyle Energy	J.J. Skelton Company



**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	1	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	100 shares of Common Stock, \$0.01 par value; 100% ownership interest
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	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.	1	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 & Power Co., Inc.	1	200 shares of Common Stock, no par value; 100% ownership interest
Petro Plumbing Corporation	Petroleum Heat & Power Co., Inc.	1	90 shares of Common Stock, \$0.01 par value; 90% ownership interest
Petro Inc.	Petroleum Heat & 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 # 26,452,270 shares of Common Stock, no par value; 100% ownership interest
Petro Holdings, Inc.	Star/Petro, 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

#### 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
Morgan Stanley DW	Petroleum Heat and Power Co.	64289011 [not active - ~\$1200 in acct]
JPMorgan Chase Bank, N.A.	Petroleum Heat and Power Co.	36056919 and 36056885
Star Gas Partners, L.P.	Petroleum Heat and Power Co.	\$80,949,532 10.25% Subordinated Note dated November 16, 2010
Star Gas Partners, L.P.	Petroleum Heat and Power Co.	\$34,441,897 9.3% Subordinated Note dated November 16, 2010

[Add description of custody accounts or arrangements with securities intermediary, if applicable]

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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/Petro, Inc.	Minnesota

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**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 Amended and Restated Pledge and Security Agreement, dated as of June 3, 2011, 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.

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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>
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BONDS

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
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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>
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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>
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[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

**Star Gas Partners, L.P. Amends and Restates \$300 Million Credit Facility**

STAMFORD, Conn., June 6, 2011 (GLOBE NEWSWIRE)— Star Gas Partners, L.P. (the “Partnership” or “Star”) (NYSE:SGU), a home energy distributor and services provider specializing in heating oil, today announced that it has entered into an amended and restated \$300 million credit facility, which may be increased in the future up to \$400 million at the Partnership’s request. The amended and restated credit agreement extends the term of the agreement from July 2012 to June 2016. The bank syndicate supporting the revolving credit facility is comprised of fifteen participants, with JPMorgan Chase Bank, N.A. as Administrative Agent, Bank of America, N.A. as Syndication Agent, RBS Citizens, N.A. as Documentation Agent, Key Bank National Association, PNC Bank, N.A., Regions Bank, TD Bank, N.A. and Wells Fargo Capital Finance, LLC, as Senior Managing Agents, and J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Inc., and RBS Citizens, N.A. as Joint Lead Arrangers and Joint Book Runners.

In announcing this revolving credit facility, Richard F. Ambury, Chief Financial Officer said, “We are pleased to once again have an oversubscribed syndication on our amended and restated credit facility, which has been extended through June 2016. We were able to attract six new banks to the group while maintaining the support from our existing institutions.”

**About Star Gas Partners, L.P.**

Star Gas Partners, L.P., is the nation’s largest retail distributor of home heating oil. Additional information is available by obtaining the Partnership’s SEC filings at [www.sec.gov](http://www.sec.gov) and by visiting Star’s website at [www.star-gas.com](http://www.star-gas.com), where unitholders may request a hard copy of Star’s complete audited financial statements free of charge.

CONTACT: Star Gas Partners

Investor Relations

203/328-7310

Chris Witty

Darrow Associates

646/438-9385 or [cwitty@darrowir.com](mailto:cwitty@darrowir.com)