



Cetane Associates presents a unique acquisition opportunity in Connecticut. We have been retained by a full service HVAC and heating oil marketer to assist in the sale of the company's business assets. This full service premium HVAC Company presents the following:

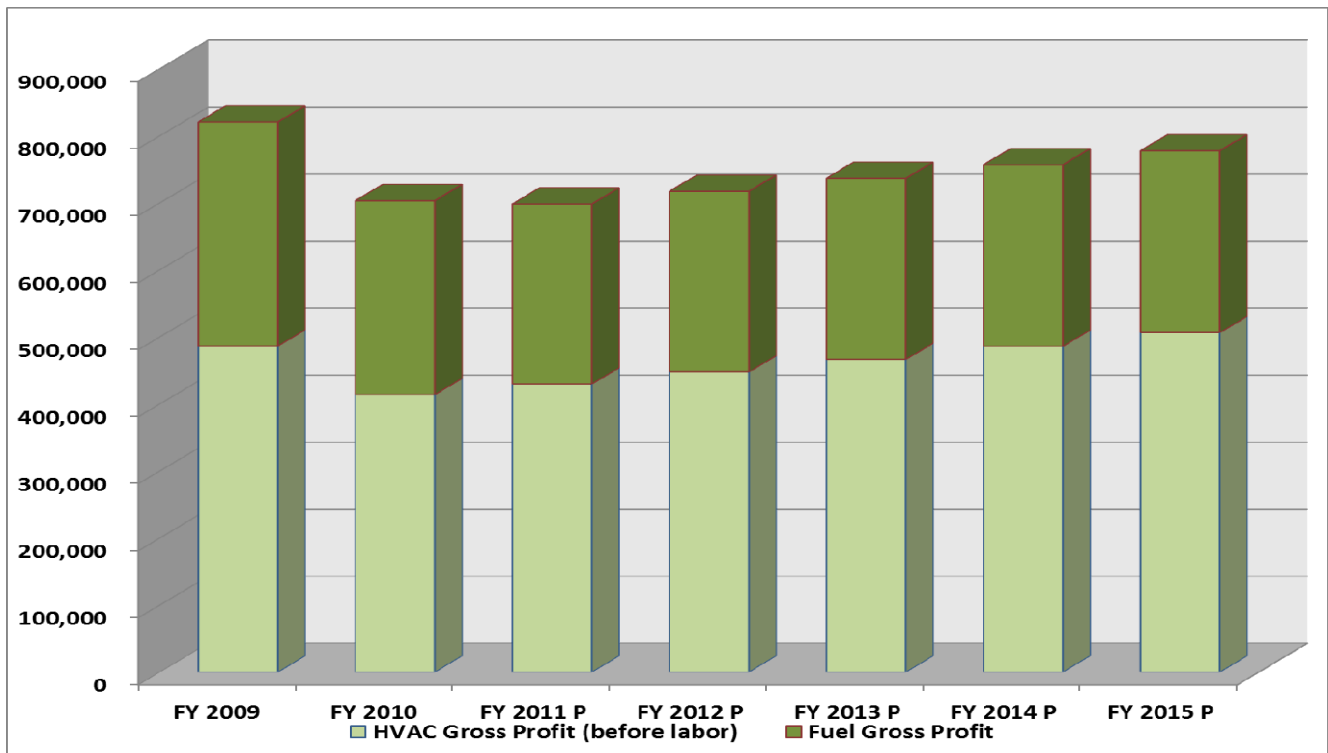
- High End Customer List
- Highly Visible Brand
- \$300,000 EBITDA
- High Growth Area
- Newer Fleet
- Non-Union Workforce
- Heating Oil Sales
- Internet Marketing List

For a complete Confidential Business Review, please complete the attached Confidentiality Agreement and fax or email it to us. Please contact us if you have any questions. Thanks!

Sincerely,

Steve Abbate

Cetane Associates, LLC



While information is thought to be accurate, we make no such representation or warranty. Cetane Associates LLC and their affiliates disclaim any and all liability for any representations or warranties, expressed or implied whether by stature or otherwise, contained in, or from omissions from the information contained in this document or any other communications between the parties involved.



Confidentiality Agreement

Cetane Associates, LLC (“Cetane”) and _____ (“Recipient”) confirm their mutual understanding in connection with Proprietary Information regarding the number designated company listed below (“Company”). Cetane, Recipient and Company are collectively referred to herein as (“Parties”).

1. “Proprietary Information” shall mean all reports, oral and written, concerning the Company, including its identity, location, procedures, processes, schedules, know how, designs, formulae, data bases, customer lists, business strategies, financial information, and other confidential information.
2. Recipient agrees at all times: (a) to hold in confidence and trust and maintain as confidential all of the Proprietary Information, (b) not to copy or attempt to derive the underlying information, structure or ideas of any of the Proprietary Information, (c) not to disclose any of the Proprietary Information or any information derived there from to any person or entity, (d) not to make any use whatsoever at any time of the Proprietary Information except to evaluate the sole limited business purposes contemplated by the Parties.
3. Recipient agrees that the use of the Proprietary Information shall at all times be limited to persons legitimately having a need to know the information being disclosed and who are bound in writing to the terms of this Agreement (“Designated Persons”). Recipient agrees to cause its Designated Persons to observe strictly the restrictions of this Agreement and to keep in confidence and trust all of the Proprietary Information. Recipient agrees that all (i) communications regarding the Proprietary Information and the potential business relationship between the parties, (ii) requests for additional information, facility tours, or management meetings and (iii) discussions or questions regarding procedures with respect to the Proprietary Information, will be directed to Cetane and under no circumstances directly to Company.
4. The Recipient or its associates will not communicate information presented by Cetane or Company to any third party not bound by this agreement. Employees and associates, including legal and financial advisors, are bound to the same obligation of secrecy and confidentiality as Recipient.
5. Unless permission is specifically given by Cetane, all communications prior to closing between Recipient and Company will be handled through Cetane. Under no circumstances should any employee or affiliate of the Company be contacted directly.
6. While information is thought to be accurate, Company and Cetane makes no such representation or warranty. The recipient will perform due diligence at its own cost and satisfaction, and set forth representations by the Company in a purchase contract binding only when signed.
7. All material furnished by Cetane shall remain property of Cetane and shall be returned to Cetane as requested.

8. The obligations set forth shall not apply with respect to information that is in the public domain at the time of disclosure or which thereafter enters the public domain through no improper action or inaction by or is required by court order.
9. The Company acknowledges that the Recipient may be engaged in activities that may be in competition with the business of the Company. Nothing in this agreement shall impose restrictions upon Recipient's activities so long as it does not use any of the Proprietary Information for the benefit of the Recipient.
10. Each Party hereby acknowledges and agrees that in the event of any breach of this Agreement, including, without limitation, the actual or threatened disclosure of any of the Proprietary Information without the express written consent of Cetane, Cetane and Company will suffer irreparable injury, such that no remedy of law will afford Cetane or Company adequate protection against, or appropriate compensation for, such injury. Accordingly, Recipient hereby agrees that, in addition to any remedy at law or equity as to which Cetane and Company may be entitled, Cetane and Company shall be entitled to specific performance of Recipient's obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.
11. This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland, without regard to conflict of law provisions, as applied to agreements among Maryland residents entered into and to be performed entirely within Maryland. In the event that any of the provisions of this Agreement shall be held by a court to be unenforceable, the remaining portions thereof shall remain in full force and effect.
12. In the event any suit or other action is commenced to construe or enforce any provision of this Agreement, the prevailing Party shall be paid by the other Party, in addition to all other amounts such prevailing Party is entitled to receive from the other Party, a reasonable sum for attorney's fees and costs.
13. Number designated company: CT - 17

Accepted by:

Cetane Associates LLC

4504 Stonecrest Drive

Ellicott City, MD 21043

Phone: 410-480-4930

Fax: 410-510-1630

E-Mail sabbate@cetane.net

Steven Abbate
President

Date: _____

Recipient:

Name: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Signature

Title

Date: _____



Cetane Associates, LLC

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Ellicott City, MD 21043
Steven Abbate

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Cetane Associates is a consulting company focusing primarily on the retail fuel industry. Steven Abbate, the president of Cetane Associates has worked with the petroleum industry for 20+ years. Mr. Abbate has been involved in the acquisition and sale of 50+ retail fuel marketers. These businesses provided several consumer products including fuel oil, propane, gasoline, diesel fuel and the sale and servicing of HVAC equipment.

Cetane Associates and Mr. Abbate have consulted with and performed financial and operational evaluations on hundreds of retail fuel businesses throughout the eastern part of the United States from Maine to North Carolina. In his career he has developed financial models that offer both evaluations of businesses and platforms for improving the overall company operations.

Mr. Abbate is an expert in the field of business valuations and fuel marketer acquisitions. He has performed valuations using several methods including multiples of cash flow, internal rate of return, distributable cash flow, rate of return, and return on equity. He has done extensive work with distressed companies and has performed numerous due diligence projects for prominent companies within the fuel industry and servicing the fuel industry.

Cetane Associates LLC has been authorized as an appraiser of fuel oil companies by the U.S. Bankruptcy Court (4-1-2010) and has served as a Chief Restructuring Officer for the U.S. Trustee's office.

Mr. Abbate has been active in several industry organizations including:

- New England Fuel Institute (NEFI): Member of the Board of Directors; Co-Chairperson for the Visions Conference Committee
- Independent Connecticut Petroleum Association (ICPA): Former member of the Board of Directors
- Fuel Merchants Association of New Jersey (FMA): Guest speaker for the largest industry trade show (Atlantic Region Energy Expo) in 2007 & 2009
- North Carolina Petroleum Marketers Association: Guest speaker for their annual convention in 2008
- Participated in many other industry association activities, including: Mid Atlantic Petroleum Distributors Association, Virginia Petroleum Convenience & Grocery Association and the Delaware Valley Fuel Dealers Association