



October 26, 2009

Cetane Associates is pleased to present a unique home heating oil acquisition opportunity on Long Island. We have been retained to solicit for sale, specific assets consisting of a highly desirable home heating oil customer list. The company boasts a one of a kind high end full service customer base.

- **100% Automatic Delivery for increased delivery efficiencies and reduced attrition risk**
- **100% Service Agreements shows that customers value service from their supplier**
- **100% Residential Heating Oil**
- **100% Variable Price. No price protected customers for reduced risks associated with product purchasing, market volatility and weather fluctuations**
- **High Margins of \$0.73**
- **High income areas and higher than average customer demographics mean a top quality customer**
- **No office and related overhead costs**
- **No property or storage tanks**
- **Owner will consider a partial sale of customers in specific geographic areas**
- **Up to 5,983 accounts are available**

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

Sincerely,

Steve Abbate
Cetane Associates, LLC
sabbate@cetane.net
410-480-4930 office
410-404-3199 cell
410-510-1630 E-fax
www.cetane.net



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 is 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 as 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: LI - 1

Accepted by:

Cetane Associates LLC

4504 Stonecrest Drive

Ellicott City, MD 21043

Phone: 410-404-3199

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

4504 Stonecrest Drive
Ellicott City, MD 21043

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Cetane Associates LLC was founded in 2006 as a consulting company focusing primarily on the energy industry. In my 21-year career in the petroleum industry, I have been involved in the acquisition and sale of over 50 energy related companies. They include fuel oil, propane, gasoline, diesel fuel and HVAC companies. I have consulted with and performed financial and operational evaluations on hundreds of retail businesses throughout the eastern part of the United States from Maine to North Carolina. I have developed financial models that offer both evaluations of businesses and platforms for improving the overall operations of a company.

Prior to forming Cetane, I worked for several prominent companies in the Petroleum industry. They include:

Griffith Energy Services, Inc.: Manager of Business Development

HOP Energy: Director of Commercial Business

Griffith Consumers Company: Vice President Marketing and Acquisitions

I have 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. Visions Conference guest speaker 2008.
- Independent Connecticut Petroleum Association (ICPA): Former Member of the Board of Directors
- Fuel Merchants Association of New Jersey (FMA): Guest speaker for the Atlantic Region Energy Expo in 2007 and 2009
- North Carolina Petroleum Marketers Association: Guest speaker for the 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

I have a bachelor's degree in Business Administration from Towson University as well as a series seven stock brokers license from the National Association of Security Dealers. I have also participated in numerous industry seminars and educational programs.