

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heating Oil Partners LP		08/04/2006	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	One Chase Square		
<b>Internal Address:</b>	Tower 25		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14643		
<b>Entity Type:</b>	nationally-chartered banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2966944	HOP COMMERCIAL FUELS	
Registration Number:	2966945	HEATING OIL PARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(908)598-5710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mbisard@tpw.com		
<b>Correspondent Name:</b>	Mark Bisard		
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<b>Address Line 4:</b>	Summit, NEW JERSEY 07901		
<b>NAME OF SUBMITTER:</b>	Mark Bisard, Receiving Party's Attorney		
<b>Signature:</b>	/mbisard/		
<b>Date:</b>	09/22/2006		

CH \$65.00 2966944





## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Security Agreement") is entered into as of August 4, 2006 by and between HOP Energy, LLC, a Delaware limited liability company, HOP Energy Holdings, Inc., a Delaware corporation and each Loan Party that is or becomes a party to the Credit Agreement referred to below (each of the foregoing a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders (the "Lenders") party to the Credit Agreement referred to below.

## PRELIMINARY STATEMENT

The Grantors, the Administrative Agent and the Lenders are entering into a Credit Agreement dated as of August 4, 2006 (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 Lenders to enter into and extend credit to HOP Energy, LLC ("Borrower") under the Credit Agreement and to secure the Secured Obligations.

ACCORDINGLY, the Grantors and the Administrative Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I  
DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in 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.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Closing Date" means the date of the Credit Agreement.

"Collateral" shall have the meaning set forth in Article II.

"Collateral Access Agreement" means any landlord waiver or other agreement, in form and substance reasonably satisfactory to the Administrative Agent, between the Administrative 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 Grantor 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 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 Administrative 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).

“Commercial Tort Claims” means the existing commercial tort claims of the Grantors listed on Exhibit J and any others that arise during the life of the Facility.

“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 any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Deposit Account Control Agreement” means an agreement, in form and substance reasonably satisfactory to the Administrative Agent, among any Grantor, a banking institution holding such Grantor's funds, and the Administrative Agent with respect to collection and control of all deposits and balances held in a deposit account maintained by any Grantor with such banking institution.

“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.

“Equipment” shall have the meaning set forth in Article 9 of the UCC.

“Equity Collateral” means all Instruments, Securities and other Investment Property held by the Grantors, whether or not physically delivered to the Administrative Agent pursuant to this Security Agreement, including without limitation, Holdings’ 100% membership interest in the Borrower.

“Event of Default” means an event described in Section 5.1.

“Excluded Collateral” or “Excluded Assets” means:

(a) any permit or license issued by a Governmental Authority to any Grantor or any agreement to which any Grantor is a party, in each case, only to the extent and for so long as the terms of such permit, license or agreement or any Requirement of Law applicable thereto, validly prohibit the creation by such Grantor of a security interest in such permit, license or agreement in favor of the Administrative Agent (after giving effect to Sections 9 406(d), 9 407(a), 9 408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law (including the Bankruptcy Code) or principles of equity), and

(b) Equipment owned by any Grantor on the date hereof or hereafter acquired that is subject to a Lien security a purchase money obligation or Capital Lease Obligation permitted to be incurred pursuant to the provisions of the Credit Agreement if the contract or other agreement in which such Lien is granted

(or the documentation providing for such purchase money obligation or Capital Lease Obligation) validly prohibits the creation of any other Lien on such Equipment;

provided, however, that Excluded Collateral shall not include any proceeds, substitutions or replacements of any Excluded Collateral referred to in clause (a) or (b) (unless such proceeds, substitutions or replacements would constitute Excluded Collateral referred to in clause (a) or (b)).

“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.

“General Intangibles” shall have the meaning set forth in Article 9 of the UCC.

“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) its Patents, Copyrights, or Trademarks, (b) any and all licensing agreements or similar arrangements relating to any of the foregoing, (c) 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 (d) all rights to sue for past, present, and future breaches thereof.

“Lockboxes” shall have the meaning set forth in Section 7.1(a).

“Lockbox Agreements” shall have the meaning set forth in Section 7.1(a).

“Patents” means, with respect to any Person, all of such Person’s right, title, and interest in and to: (a) any and all patents and patent applications, (b) all inventions and improvements described and claimed therein, (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (e) all rights to sue for past, present, and future infringements thereof, and (f) all rights corresponding to any of the foregoing throughout the world.

“Receivables” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money, whether from the foregoing or otherwise, which are General Intangibles or which are otherwise included as Collateral.

“Required Secured Parties” means (a) prior to an acceleration of the Obligations under the Credit Agreement, the Required Lenders, (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, the Lenders holding in the aggregate at least 66⅔% 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), Lenders holding in the aggregate at least 66⅔% of the aggregate net early termination payments and all other amounts then due and unpaid from any Grantor to the Lenders under Swap Agreement, as determined by the Administrative Agent in its reasonable discretion.

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

“Securities Account Control Agreement” means an agreement, in form and substance reasonably satisfactory to the Administrative Agent, among any Grantor, a financial institution holding such Grantor's securities, and the Administrative Agent with respect to collection and control of all securities, funds and balances held in a securities account maintained by any Grantor with such financial institution.

“Security” 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 Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Equity Interest.

“Supporting Obligations” 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 commence legal action 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 in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, the Administrative Agent's or any Lender's Lien on any Collateral.

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 Administrative Agent, on behalf of and for the ratable benefit of the Lenders, 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 any derivation 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;

- (ii) all Chattel Paper, including, without limitation, all tangible and electronic chattel paper;
- (iii) all Copyrights, Patents and Trademarks;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents, including, but not limited to, all monies, credit balances, deposits and other property of the Grantors now or hereafter held or received by or in transit to the Administrative Agent or any Lender from or for the account of the Grantors, whether for safekeeping, pledge, custody, transmission, collection or otherwise;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all supporting obligations and all present and future liens, security interests, rights, remedies, title and interest in, to and in respect of Accounts Receivable and other Collateral, including (A) rights and remedies under or relating to guarantees, contracts of suretyship, letters of credit and other insurance related to the Collateral, (B) rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, (C) goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, Accounts Receivable or other Collateral, including returned, repossessed and reclaimed goods, and (D) deposits by and property of account debtors or other Persons securing the obligations of any account debtor;
- (xv) all Deposit Accounts with any bank or other financial institution;
- (xvi) all Commercial Tort Claims;
- (xvii) and all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance 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; and
- (xviii) all Equity Collateral;

to secure the prompt and complete payment and performance of the Secured Obligations. Notwithstanding the foregoing, the term "Collateral" shall not include any item of Excluded Collateral.



ARTICLE III  
REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants to the Administrative Agent and the Lenders 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 in 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 Administrative 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 Administrative 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).

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. Except as set forth on Exhibit D, such Grantor has 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.

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 Administrative 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 Administrative 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 and due dates with respect to its Accounts and Chattel Paper are and will be correctly stated in all records of such Grantor relating thereto and in all invoices and Collateral Reports with respect thereto furnished to the Administrative Agent by such Grantor from time to time other than for immaterial inaccuracies and discounts, rebates and other price adjustments arising 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, subject to immaterial inaccuracies.

(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) to such Grantor's knowledge, there are no setoffs, claims or disputes existing or asserted with respect thereto that either Grantor could reasonably believe in the aggregate would be material from the perspective of the Administrative Agent, 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 for discounts, compromises, settlements, releases, deductions, allowances and extensions that are immaterial in the aggregate, from the perspective of the Administrative Agent, and such as are or were permitted by such Grantor in the ordinary course of its business; provided that any such discounts, compromises, settlements, releases, deductions, allowances do not release such Account Debtor from prompt payment of the remaining balance and are disclosed to the Administrative Agent, to the extent material either individually or in any aggregation; (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, net of any ordinary or customary discounts, rebates or other price adjustments that may be granted from time to time in the ordinary course of such Grantor's business, and are not in any way contingent; (ii) no payments have been or shall be made thereon except payments immediately delivered to a Lockbox or a Collateral Deposit Account as required pursuant to Section 7.1.

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 the 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 other than such locations listed on Exhibit A, 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 Administrative Agent, for the benefit of the Administrative Agent and Lenders, and except for Permitted Encumbrances and such other Liens as are described in Section 6.02 of the Credit Agreement, (d) except as specifically disclosed in the most recent Collateral Report, such Inventory is Eligible Inventory of good and merchantable quality, free from any defects (ordinary wear and tear excepted), (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) to the applicable Grantor's best knowledge, after reasonable inquiry, the completion of manufacture, sale or other disposition of such Inventory by the Administrative Agent following an Event of 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, assuming that the Administrative Agent or the applicable agent thereof materially complies with the terms and conditions of any applicable agreements.

3.10. Intellectual Property. Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon the filing of appropriate financing statements in the offices listed on Exhibit H and the filing of 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 Administrative Agent in

such Grantor's Patents, Trademarks and Copyrights will have been effected, and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor.

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 must 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 Administrative Agent on behalf of the Lenders as the secured party and (b) as permitted by Section 4.1(e).

3.13. Equity Collateral.

(a) Exhibit G sets forth a complete and accurate list of all Equity Collateral owned by such Grantor. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Equity Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for the security interest granted to the Administrative Agent for the benefit of the Lenders hereunder, and subject to the Option Agreement. Such Grantor further represents and warrants that (i) all Equity Collateral owned by it constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Equity Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Administrative Agent representing an Equity Interest, 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 Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all such Equity Collateral held by a securities intermediary is covered by a control agreement among such Grantor, the securities intermediary and the Administrative Agent pursuant to which the Administrative Agent has Control and (iv) all Equity 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) to the applicable Grantor's best knowledge, after reasonable inquiry, none of the Equity 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 Equity Collateral or which obligate the issuer of any Equity Interest included in the Equity Collateral to issue additional Equity Interests, other than the options issued pursuant to the Option Agreement, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, or filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Equity 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 Administrative Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Equity 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 owns 100% of the issued and outstanding Equity Interests which constitute Equity Collateral owned by it and none of the Equity 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 (except for immaterial inaccuracies that may occur from time to time), and furnish to the Administrative Agent, with sufficient copies for each of the Lenders, such reports relating to such Collateral as are required under the Credit Agreement and as the Administrative Agent shall from time to time reasonably request.

(b) Authorization to File Financing Statements; Ratification. Such Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as are required under the Credit Agreement and as may from time to time be reasonably requested by the Administrative 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 Administrative Agent may be filed in any filing office in any UCC jurisdiction and may (i) describe such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset included 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, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information to the Administrative Agent promptly following the Administrative Agent's reasonable request therefor. Such Grantor also ratifies its authorization for the Administrative 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 Administrative Agent, furnish to the Administrative Agent, as often as the Administrative Agent requests, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Administrative 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 Sections 6.04, 6.05, 6.08 and 6.09 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, (ii) Permitted Encumbrances, and (iii) other liens permitted by Section 6.02 of the Credit Agreement.

(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 Administrative 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, other than as permitted by the Credit Agreement (ii) otherwise change, or add to, such locations without the Administrative Agent's prior written consent (which consent will not be unreasonably withheld, delayed, or conditioned) as required by the Credit Agreement (and if the Administrative Agent gives such consent, such Grantor will concurrently therewith obtain a Collateral Access Agreement covering 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. The Administrative Agent acknowledges that the Borrower intends to move its Chief Executive Office to White Plains, New York. The Borrower agrees to provide 30 days' advance written notice of the date of such relocation.

(h) Compliance with Terms. Except to the extent otherwise permitted by this Agreement, 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 necessary to preserve the value of the Collateral to the Lenders.

#### 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 an Event of Default, such Grantor may reduce the amount of Accounts arising from the sale of Inventory or settle a Receivable for less than its original amount 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 with respect to the Receivables owned by it.

(c) Delivery of Invoices. Upon the occurrence and continuation of an Event of Default, such Grantor will deliver to the Administrative Agent immediately upon its request duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Administrative Agent shall specify.

(d) Disclosure of Counterclaims on Receivables. If (i) any material 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) to the knowledge of such Grantor, any material dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened in writing with respect to any such Receivable, such Grantor will promptly disclose such fact to the Administrative Agent in writing. Such Grantor shall send the Administrative Agent a copy of each credit memorandum in excess of \$15,000.00 as soon as issued, and such Grantor shall promptly report each credit memo and each of the facts required to be disclosed to the Administrative 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 Administrative 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 (i) damaged or defective goods arising in the ordinary course of such Grantor's business; (ii) ordinary wear and tear in respect of the Equipment, and (iii) as otherwise permitted by the Credit Agreement.

(b) Returned Inventory. If an Account Debtor returns any Inventory to such Grantor when no Event of Default exists, then such Grantor shall, in accordance with the Borrower's policies and procedures related thereto and at such time as is customary in the ordinary course of business, determine the reason for such return and shall issue a credit memorandum to the Account Debtor in the appropriate amount. Such Grantor shall promptly report to the Administrative Agent any return involving an amount in excess of \$50,000.00. Each such report shall indicate the reasons for the returns and the locations and condition of the returned Inventory. In the event any Account Debtor returns Inventory to such Grantor when an Event of Default exists, such Grantor, upon the request of the Administrative Agent, shall: (i) hold the returned Inventory in trust for the Administrative Agent; (ii) segregate all returned Inventory from all of its other property; and (iii) dispose of the returned Inventory solely according to the Administrative Agent's written instructions. All returned Inventory shall be subject to the Administrative Agent's Liens thereon. Whenever any Inventory is returned, the related Account shall be deemed ineligible to the extent of the amount owing by the Account Debtor with respect to such returned Inventory and such returned Inventory shall not be Eligible Inventory.

(c) Inventory Count; Perpetual Inventory System. Such Grantor will or will cause a third party to conduct a physical count of its Inventory at least once per Fiscal Year, and after and during the continuation of an Event of Default, at such other times as the Administrative Agent requests. Such Grantor, at its own expense, shall deliver to the Administrative 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 promptly inform the Administrative Agent of any additions to or deletions from its Equipment which individually exceed \$100,000.00. 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 upon which real or personal property the Administrative Agent does not have a Lien. Such Grantor will not, without the Administrative 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. To the extent not prohibited by the financing documents related thereto, or that have been disclosed to the Administrative Agent on Exhibit E, such Grantor will give the Administrative Agent, or its agent, notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Administrative 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 Administrative 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 Administrative 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 Administrative Agent upon receipt and immediately thereafter deliver to the Administrative Agent any such Chattel Paper, Securities and Instruments constituting Collateral which the Borrower acquires after the Effective Date, (c) upon the Administrative Agent's request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral and (d) upon the Administrative Agent's request, deliver to the Administrative 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 Administrative 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 part of the Collateral.

4.5. Pledge of Borrower Equity Interest. The Borrower hereby acknowledges that Holdings has granted to the Administrative Agent a first-priority security interest in Holdings' 100% membership interest in the Borrower.

4.6. Equity Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer of an Equity Interest constituting Equity Collateral owned by it to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Encumbrances, other Liens permitted by Section 6.02 of the Credit Agreement and repurchases permitted under Section 6.08 of the Credit Agreement and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any such Equity Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer of an Equity Interest constituting Equity Collateral owned by it to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor.

(c) Registration of Equity Collateral. Following an Event of Default, such Grantor will permit any registerable Equity Collateral owned by it to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Required Secured Parties.

(d) Exercise of Rights in Equity 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 Equity 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 Administrative Agent in respect of such Equity Collateral.

(ii) Such Grantor will permit the Administrative Agent or its nominee at any time after the occurrence of an Event of Default, without notice, to exercise all voting rights or other rights relating to the Equity Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting such Equity 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 Equity Collateral owned by it to the extent not in violation of the Credit Agreement other than any of the following distributions and payments (collectively, the "Excluded Payments"): other than as permitted by Section 6.08 of the Credit Agreement (A) dividends and interest paid or payable other than in cash in respect of such Equity Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Equity Collateral; (B) dividends and other distributions paid or payable in cash in respect of such Equity 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 Equity 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 Equity Collateral owned by such Grantor, whenever paid or made, shall be delivered to the Administrative Agent to hold as Equity Collateral and shall, if received by such Grantor, be received in

trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Administrative Agent as Equity Collateral in the same form as so received (with any necessary endorsement).

4.7. Intellectual Property.

(a) Such Grantor will use commercially reasonable efforts to secure all consents and approvals necessary for the assignment to or benefit of the Administrative Agent of any License held by such Grantor and to enforce the security interests granted hereunder and shall take all action necessary or desirable to protect and perfect the Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights.

(b) Such Grantor shall notify the Administrative Agent promptly 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 or dedicated, 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 or agency without giving the Administrative Agent prior written notice thereof, and, upon request of the Administrative Agent, such Grantor shall execute and deliver any and all security agreements as the Administrative Agent may reasonably request to evidence the Administrative 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 reasonably requested by the Administrative 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, unless the Grantor shall determine and the Administrative Agent shall agree in the exercise of its Permitted Discretion that such Patent, Trademark or Copyright is not material to the conduct of such Grantor's business.

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is not material to the conduct of its business or operations, promptly sue for any infringement, misappropriation or dilution and to recover damages for such infringement, misappropriation or dilution, and shall take such other actions as the Administrative Agent shall deem appropriate in its Permitted Discretion 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.

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 Administrative Agent of any commercial tort claim (as defined in the UCC).

4.9. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit, it shall promptly, and in any event within two Business Days after so becoming a beneficiary thereof, notify the Administrative Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Administrative Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Administrative Agent or become 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 Administrative Agent.



4.10. Federal, State or Municipal Claims. Such Grantor will promptly notify the Administrative 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 or remedy of the Administrative 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 Administrative Agent of any one or more of such rights, powers or remedies.

4.12. Insurance. (a) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", such Grantor shall purchase and maintain flood insurance (which shall include "life of loan" coverage) on such Collateral (including any personal property which is located on any real property leased by such Grantor within a "Special Flood Hazard Area"). The amount of flood insurance required by this Section shall be in an amount equal to the lesser of the total Commitment or the total replacement cost value of the improvements.

(b) All insurance policies required hereunder and under Section 5.09 of the Credit Agreement shall name the Administrative Agent (for the benefit of the Administrative Agent and the Lenders) as an additional insured or as loss payee, as applicable, and shall contain loss payable clauses or mortgagee clauses, through endorsements in form and substance reasonably satisfactory to the Administrative Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Administrative 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 or mortgagee clauses may be canceled, amended or terminated only upon at least 30 days prior written notice given to the Administrative Agent.

(c) All premiums on any such insurance shall be paid when due by such Grantor, subject to applicable grace periods, provided that any late payment does not constitute a default or breach of the applicable insurance policy, and copies of the policies shall be delivered to the Administrative Agent. If such Grantor fails to obtain any insurance as required by this Section, the Administrative Agent at the direction of the Required Lenders may obtain such insurance at the Borrower's expense. By purchasing such insurance, the Administrative Agent shall not be deemed to have waived any Default arising from the Grantor's failure to maintain such insurance or pay any premiums therefor.

4.13. Collateral Access Agreements. Such Grantor 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, bailee or consignee, as applicable, may assert against the Collateral at such location, and shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent. With respect to such locations or warehouse space leased as of the Effective Date and thereafter, if the Administrative Agent has not received a Collateral Access Agreement as of the Effective Date, or by such other date as required under the terms of the Credit Agreement (or, if such location is acquired or leased after the Effective Date, as of the date such location is acquired or leased), the Borrower's Eligible Inventory at that location shall be excluded from the Borrowing Base. After the Effective Date, no real property or warehouse space shall be leased by such Grantor and no Inventory shall be shipped to a processor or converter under arrangements established after the Closing Date unless and until a satisfactory Collateral Access Agreement shall first have been obtained with respect to such location and if not so obtained, the Borrower's Eligible Inventory at that location shall be excluded from the Borrowing Base. Such Grantor 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.

4.14. Deposit Account Control Agreements and Securities Account Control Agreements. Such Grantor will provide to the Administrative Agent upon the Administrative Agent's request, subject to and in accordance with the terms of the Credit Agreement, a Deposit Account Control Agreement duly executed on behalf of each financial institution holding a deposit account of such Grantor and a Securities Account Control Agreement duly executed on behalf of each financial institution holding a securities account of such Grantor.

4.15. Change of Name or Location; Change of Fiscal Year. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office (except as otherwise provided herein in Section 4.1(g), principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored (other than such locations previously approved by the Administrative Agent), 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, (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 the Administrative Agent shall have received at least 30 days prior written notice of such change and the Administrative Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral, or (2) any reasonable action requested by the Administrative Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Administrative Agent, on behalf of Lenders, in any Collateral), *provided that*, any new location shall be in the continental U.S. Such Grantor shall not change its fiscal year which currently ends on September 30.

## ARTICLE V EVENTS OF DEFAULT AND REMEDIES

5.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of 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 hereof.

(c) The breach by any Grantor (other than a breach which constitutes an Event of 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 "Event of Default" under, and as defined in, the Credit Agreement.

(e) Any Equity Interest which is included within the Collateral shall at any time constitute a Security or the issuer of any such Equity Interest 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 Administrative 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 Administrative 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 and continuation of an Event of Default (but only as and when permitted under Article VII of the Credit Agreement and only for so long as such Event of Default continues), the Administrative 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 Article V shall not be understood to limit any rights or remedies available to the Administrative Agent and the Lenders prior to an Event of 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;

(iii) give notice of sole control or any other instruction under any Deposit Account Control Agreement or 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 Administrative 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 Equity Collateral, to exchange certificates or instruments representing or evidencing Equity 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 Equity Collateral as though the Administrative Agent was the outright owner thereof.

(b) The Administrative Agent, on behalf of the Lenders, 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 or constitute a waiver by the Administrative Agent of any rights hereunder.

(c) The Administrative 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 Administrative Agent and the Lenders, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Collateral, the Administrative 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 Administrative Agent. The Administrative 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 Administrative

Agent's remedies (for the benefit of the Administrative Agent and Lenders), 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 Swap Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Article V upon the occurrence of any event which would allow or require the termination or acceleration of any Swap Obligations pursuant to the terms of the Swap Agreement, to the extent the Required Secured Parties are party hereto.

(f) Notwithstanding the foregoing, neither the Administrative Agent nor the Lenders 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 Administrative Agent may be unable to effect a public sale of any or all of the Equity 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 holders of options under the Option Agreement shall be entitled to reasonable notice in advance of any such private sale. The Administrative Agent shall be under no obligation to delay a sale of any of the Equity Collateral for the period of time necessary to permit any Grantor or the issuer of the Equity 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.

(h) Proceeds from the sale of Collateral will be applied as set forth in Sections 2.18(b) and 2.18(c) of the Credit Agreement.

5.3. Grantor's Obligations Upon Event of Default. Upon the request of the Administrative Agent during the continuation of an Event of Default, each Grantor will:

(a) assemble and make available to the Administrative Agent the Collateral and all books and records relating thereto at any place or places specified by the Administrative Agent, whether at a Grantor's premises or elsewhere;

(b) in accordance with the terms of the Credit Agreement, permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter, occupy and use 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, without any obligation to pay the Grantor for such use and occupancy;

(c) furnish to the Administrative Agent, or cause an issuer of Equity Collateral to furnish to the Administrative Agent, any information regarding the Equity Collateral in such detail as the Administrative Agent may reasonably request;

(d) take, or cause an issuer of Equity Collateral to take, all actions necessary to register or qualify the Equity Collateral to enable the Administrative Agent to consummate a public sale or other disposition of the Equity Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Administrative Agent and each Lender, at any time, and from time to time, promptly upon the Administrative 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 Administrative Agent to exercise the rights and remedies under this Article V at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, 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 Administrative 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 Administrative 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 Administrative 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, to the extent permitted by the applicable license agreement with respect to Intellectual Property licensed from a third party.

## ARTICLE VI ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. Account Verification. The Administrative Agent may at any time, in the Administrative Agent's own name, in the name of a nominee of the Administrative 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 Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables. As an accommodation, the Administrative Agent shall use reasonable efforts to keep the applicable Grantor informed of any such action it may take pursuant to this Section 6.1; provided that failure of the Administrative Agent to so inform any Grantor of any action so taken shall not constitute a breach of this Agreement.

6.2. Authorization for Secured Party to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative 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 Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative 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 Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of securities which are Equity Collateral or with securities intermediaries holding Equity Collateral as may be necessary or advisable to give the Administrative Agent Control over such Equity Collateral, (v) to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations as provided in Section 2.18 of the Credit Agreement, (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 Administrative Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ix) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the 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 Administrative 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 Administrative Agent on demand for any payment made or any expense incurred by the Administrative 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) Upon the occurrence and during the continuation of an Event of Default, each Grantor irrevocably authorizes the Administrative Agent at any time and from time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to endorse and collect any cash proceeds of the Collateral, (ii) to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations as provided in Section 2.18 of the Credit Agreement, (iii) to contact Account Debtors for any reason, (iv) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables, (v) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (vi) to settle, adjust, compromise, extend or renew the Receivables, (vii) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (viii) 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, (ix) 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, (x) to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xi) to do all other acts and things necessary to carry out this Security Agreement.

(c) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and Lenders, under this Section 6.2 are solely to protect the Administrative Agent's interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers.

6.3. Proxy. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 ABOVE) WITH RESPECT TO ITS EQUITY COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH EQUITY COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH EQUITY COLLATERAL, THE APPOINTMENT OF THE ADMINISTRATIVE 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 EQUITY 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 EQUITY COLLATERAL ON THE RECORD BOOKS OF THE ISSUER

THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH EQUITY COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE OF AN EVENT DEFAULT HEREUNDER.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE ADMINISTRATIVE 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 8.14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE 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.

## ARTICLE VII COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; DEPOSIT ACCOUNTS

### 7.1. Collection of Receivables.

(a) Within such time as required by the terms of the Credit Agreement, each Grantor shall (a) execute and deliver to the Administrative Agent Deposit Account Control Agreements for each Deposit Account, other than accounts not to be covered by Deposit Account Control Agreements in accordance with the terms of the Credit Agreement, 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, and (b) establish Lockbox service (the "Lockboxes") with the bank(s) set forth in Exhibit B, which Lockboxes shall be subject to irrevocable lockbox agreements (each, a "Lockbox Agreement") in the form provided by or otherwise acceptable to the Administrative Agent and shall be accompanied by an acknowledgment by the bank where the Lockbox is located of the Lien of the Administrative Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to the Collection Account. 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 payments directly to Lockboxes subject to Lockbox Agreements. The Administrative Agent shall have sole access to the Lockboxes at all times and each Grantor shall take all actions necessary to grant the Administrative Agent such sole access. At no time shall any Grantor remove any item from a Lockbox or from a Collateral Deposit Account without the Administrative Agent's prior written consent. If any Grantor should refuse or neglect to notify any Account Debtor to forward payments directly to a Lockbox subject to a Lockbox Agreement after notice from the Administrative Agent, the Administrative Agent shall be entitled to make such notification directly to the Account Debtor. If notwithstanding the foregoing instructions, any Grantor receives any proceeds of any Receivables, such Grantor shall receive such payments as the Administrative Agent's trustee, and shall immediately deposit all cash, checks or other similar payments related to or constituting payments made with respect to Receivables received by it to a Collateral Deposit Account. All funds deposited into any Lockbox subject to a Lockbox Agreement or a Collateral Deposit Account will be swept on a daily basis into the Collection Account. The Administrative Agent shall hold and apply funds received into the Collection Account as provided by the terms of Section 2.18 of the Credit Agreement.

7.2. Covenant Regarding New Deposit Accounts; Lockboxes. Before opening or replacing any Collateral Deposit Account, other Deposit Account, or establishing a new Lockbox, each Grantor shall (a) obtain the Administrative Agent's consent in writing to the opening of such Deposit Account or Lockbox, and

(b) cause each bank or financial institution in which it seeks to open (i) a Deposit Account, to enter into a Deposit Account Control Agreement with the Administrative Agent in order to give the Administrative Agent Control of such Deposit Account, or (ii) a Lockbox, to enter into a Lockbox Agreement with the Administrative Agent in order to give the Administrative Agent Control of the Lockbox. In the case of Deposit Accounts or Lockboxes maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

## 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 Administrative 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 Administrative 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 Administrative 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 Administrative Agent's and Lenders' Duty with Respect to the Collateral. The Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Administrative Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative 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 Administrative 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 Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Administrative Agent (i) to fail to incur expenses deemed significant by the Administrative 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 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 Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative 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 Administrative Agent would be commercially reasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative 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 Administrative 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 Administrative 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 Administrative Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative 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 Administrative 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 Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 8.4. The Grantors' obligation to reimburse the Administrative 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, 4.13, 4.14, 4.15, 4.16, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative 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. 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 Administrative Agent or other conduct of the Administrative 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 Administrative Agent or the Lenders unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Secured Parties.

8.7. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Administrative 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 thereto, 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 Administrative Agent with the concurrence or at the direction of the Lenders required under Section 9.02 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 Administrative Agent and the Lenders until the Secured Obligations have been paid in full.

8.8. 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 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.

8.9. 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.

8.10. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent and the Lenders 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 Administrative 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 Administrative Agent, for the benefit of the Administrative Agent and the Lenders, hereunder.

8.11. 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.

8.12. 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 thereon or with respect thereto, if any. The Grantors shall reimburse the Administrative 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 Administrative Agent) paid or incurred by the Administrative 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.

8.13. 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.

8.14. 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 (other than as of their unasserted indemnity obligations) have been paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit or supporting Letter of Credit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.15. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Grantors and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Administrative Agent relating to the Collateral.

8.16. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.17. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK 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 ADMINISTRATIVE 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 ADMINISTRATIVE 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 NEW YORK, NEW YORK.

8.18. WAIVER OF JURY TRIAL. EACH GRANTOR, THE ADMINISTRATIVE 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.

8.19. Indemnity. Each Grantor hereby agrees to indemnify the Administrative Agent and the Lenders, and their respective successors, assigns, agents and employees, 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 Administrative Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Administrative Agent or the Lenders, or their respective successors, assigns, agents and employees, 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 Administrative Agent or the Lenders or any Grantor, and any claim for Patent, Trademark or Copyright infringement).

8.20. 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.

## 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 Administrative Agent and the Lenders at the addresses set forth in accordance with Section 9.01 of the Credit Agreement.

9.2. Change in Address for Notices. Each of the Grantors, the Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

## ARTICLE X THE ADMINISTRATIVE AGENT

JPMorgan Chase Bank, N.A. has been appointed Administrative Agent for the Lenders hereunder pursuant to Article VIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor Administrative Agent appointed pursuant to Article VIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

HOP ENERGY, LLC, as Grantor

By: Sean A. Gubb  
Name:  
Title:

HOP ENERGY HOLDINGS, INC., as Grantor

By: Sean A. Gubb  
Name:  
Title:

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JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: *Peter C Selva*

Name: *PETER C SELVA*

Title: *VICE PRESIDENT*

**EXHIBIT A**

(See Sections 3.2, 3.3, 3.4, 3.9 and 9.1 of Security Agreement)

**NOTICE ADDRESS FOR ALL GRANTORS**

HOP Energy, LLC  
c/o Chief Financial Officer  
1120 Post Road  
Darien CT 06820  
Attention: Sean Gumbs  
Facsimile: 203-655-9383

**INFORMATION AND COLLATERAL LOCATIONS OF HOP ENERGY, LLC**

- I. **Name of Grantor:** HOP Energy, LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** ~~Limited Liability Company~~
- IV. **Organizational Number assigned by State of Organization:** 4197461
- V. **Federal Identification Number:** 06-1434797
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**
  - Attention: Chief Financial Officer
  - HOP Energy, LLC
  - 1120 Post Road
  - Darien CT 06820
- VII. **Locations of Collateral:**
  - (a) Properties Owned by the Grantor:

see attached schedule "HOP Energy, LLC Schedule VII (a) Properties Owned by the Grantor"

(b) Properties Leased by the Grantor (Include Landlord's Name):

see attached schedule "HOP Energy, LLC Schedule VII (b)

Properties Leased by the Grantor"

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements  
(include name of Warehouse Operator or other Bailee or Consignee):

**Schedule VII (c)**

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see attached schedule "Public Warehouses or other Locations pursuant to  
Bailment or Consignment Arrangements  
(throughput locations)"

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**TRADEMARK**  
**REEL: 003395 FRAME: 0385**



INFORMATION AND COLLATERAL LOCATIONS OF HOP ENERGY HOLDINGS, INC.

- I. **Name of Grantor:** HOP Energy Holdings, Inc.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation:** 4194512
- V. **Federal Identification Number:** 20-5255993
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

Attention:            Attention: Chief Financial Officer  
~~HOP Energy, LLC~~  
1120 Post Road  
Darien CT 06820

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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

[NOTE: ADD ADDITIONAL INFORMATION PAGE FOR EACH GRANTOR]

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**TRADEMARK**  
**REEL: 003395 FRAME: 0386**

HOP Energy, LLC

**Schedule VII (a)**  
**Properties Owned by the Grantor**

1. Diamond/Delchester/Major Oil  
841 Lincoln Avenue  
P.O. Box 596  
Westchester, PA 19830
2. Diamond/Delchester/Major Oil  
Kennett Square  
613 Ways Lane  
431 So. Walnut Steet  
Kennett Square, PA 19348
3. Diamond/Delchester/Major Oil  
501 to 503 East Hunting Park Avenue  
Philadelphia, PA 19124

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4. Brinker's Fuel  
445 North West Street  
Doylestown, PA 18901
5. Brinker's Fuel  
504 Easton Road  
Riegelsville, PA 18077
6. DDLC  
(a/k/a Danielson Oil)  
84 Shephard Hill Road  
Danielson, Connecticut 06239
7. DDLC  
(a/k/a City Coal Company)  
410 Bank Street  
New London, Connecticut 06320
8. Valley Oil  
82 Columbia Avenue  
Willimantic, Connecticut 06226
9. Valley Oil  
Lots # 2072 208 209 and 210 Kickapoo Road  
Middlefield CT 06455
10. Terry Oil  
17 Meserve Street  
Hopkinton, MA 01748

There are no buildings at this location.

**Note:** Location has three bulk fuel storage tanks

HOP Energy, LLC

**Schedule VII (b)**  
**Properties Leased by the Grantor**

1. Branch: Altemos Atlantic Fuel Oil  
1801 Union Boulevard  
Allentown, PA 18103

Owned by: Lehigh Valley Commercial Properties, LLC  
825 12<sup>th</sup> Avenue  
Bethlehem PA 18018

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2. Branch: Altemos Atlantic Oil  
533 East Penn Street  
Lehighton, PA 18235

Owned by: Pipeline Petroleum Corp.  
P.O. Box 159  
Macungie, PA 18062

3. Branch: Brinker's Fuel  
175 N. Stockton Avenue  
New Hope, PA 18938

Owned by: Ernie Enterprises, Inc.  
54 West Ferry Street  
New Hope, PA 18938

4. Branch: CT Refining Co.  
25 Bernhard Road  
North Haven Ct 06473

Owned by: Executive Office Centers  
36 Mill Plain Road, Suite 211  
Danbury, Connecticut 06811

5. Branch: Automatic / TLC  
62 Oakland Avenue and  
64 Oakland Avenue  
East Hartford, Connecticut 06108

Leased from:  
c/o M & G Associates  
P.O. Box 280403  
120 Tolland Street  
East Hartford, CT 06128

6. Branch: Valley Oil

**Schedule VII (b)**  
**Properties Leased by the Grantor**

36 Brownstone Avenue (formerly 1 Brownstone)  
Portland, Connecticut 06480

Owned by: Office/Shop  
Briggs & Briggs, LLC  
c/o Richard W. Tomc, Esq.  
49 Main Street  
Middletown, CT 06457

7. Branch: Saybrook / Pipeline Oil  
17 Industrial Park Road, Unit 9  
Centerbrook CT 06409

Owned by: 17 Industrial Park Road Condominiums, LLC  
P.O. Box 250  
Essex CT 06426

8. Heating Oil Partners, L.P.  
Corporate Headquarters – 2<sup>nd</sup> floor  
1120 Post Road  
Darien, Connecticut 06820

~~Owned by: F & F Management Company~~  
27 Crescent Street  
P.O. Box 2186  
Stamford, CT 06906

9. Heating Oil Partners, L.P.  
Corporate Headquarters – 3<sup>rd</sup> floor  
1120 Post Road  
Darien, Connecticut 06820

Owned by: F & F Management Company  
27 Crescent Street  
P.O. Box 2186  
Stamford, CT 06906

Leased to: Bank of America

Sub-Leased to: Heating Oil Partners, L.P.

10. Branch: Oil Express - Cape  
132 East Falmouth Highway  
Route 28  
East Falmouth, MA 02536

Owned by: Buckley & Scott Co., Inc.  
c/o Weathermark Investments, Inc.  
35 Braintree Hill Park  
Braintree, MA 02184

11. Branch: Oil Express - Westminster  
23 Village Inn Road  
Westminster, MA 01473

Owned by: Village Realty Trust  
23 Village Inn Road  
Westminster, MA 01473

**Schedule VII (b)**  
**Properties Leased by the Grantor**

12. Branch: Alliance Express  
11 Broadway  
Chelsea, MA 01250

Owned by: Global Companies, LLC  
800 South Street  
Watermill Center  
Watham, MA 02254

13. Branch: Alliance Express  
432 Quincy Avenue  
Braintree, MA 02184

Owned by: Citgo Petroleum Corporation  
1293 Eldridge Parkway  
Houston TX 77077

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14. Branch: Alliance Express  
50 Tower Road  
Newton Upper Falls MA 02164

Owned by: Bigelow Oil  
50 Tower Road  
Newton Upper Falls MA 02164

15. Branch: Terry Oil  
122 South Street  
Hopkinton, MA 01748

Owned by: Thomas B. O'Brien Trustee of  
Jelrich Realty Trust u/d/t dated 9/28/68  
P.O. Box 44  
Berlin MA 01503

16. Branch: Metro Fuel  
1011 Hudson Avenue  
Ridgefield NJ 07657-2316

Owned by: Brenner Ridgefield  
P.O. Box 213  
Ridgefield NJ 07657

17. Branch: Madison Oil  
2125 Mill Avenue  
Brooklyn NY 11234

Owned by: BBPR Realty Corp.  
2125 Mill Avenue  
Brooklyn NY 11234-6307

18. Branch: Beacon Oil  
746 Avenue E

**Schedule VII (b)**  
**Properties Leased by the Grantor**

Bayonne NJ 07002

Owned by: Beacon Oil Company, Inc.  
8 Watson Court East  
Edison NJ 08820

19. Branch: HOP Fleet Fueling  
900 N. Lenola Road, Unit 7-L  
Moorestown NJ 08057

Owned by: S.D. Mayberry.  
876 North Lenola Road  
Moorestown NJ 08057

20. Branch: HOP Fleet Fueling  
One Neshaminy Interplex, Suite 300  
Trevoise PA 19053

Owned by: Lincoln Subsidiary Joint Venture III  
Two Neshaminy Interplex, Suite 305  
Trevoise PA 19053

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21. Branch: North Atlantic Energy  
1160 Randall Avenue  
Bronx NY 10474

Owned by: LARJJ Properties LLC  
1160 Randall Avenue  
Bronx NY 10474

22. Branch: Madison Oil  
Truck Parking  
2124 Mill Avenue  
Brooklyn NY 11234

Owned by: Mill Island Ventures  
204 Ralph Avenue  
Brooklyn NY 11234

23. Branch: HOP Fleet Fueling  
176 Centre Street  
Holbrook MA 02343

Owned by: Taylor Oil  
P.O. Box 974  
Somerville NJ 08876

24. Branch: HOP Fleet Fueling  
2600 Marshes Dock Road  
Linden NJ 07038

Owned by: Gulf Oil  
90 Everett Avenue  
Chelsea MA 02150

25. Branch: HOP Fleet Fueling

**Schedule VII (b)**  
**Properties Leased by the Grantor**

801 East Ordinance Road  
Baltimore MD 21226

Owned by: BP Products  
801 East Ordinance Road  
Baltimore MD 21226

26. Branch: Metro Fuel  
Truck Parking  
1 Ruckman Road  
Closter NJ 07624

Owned by: Donald Schmidt  
PO Box 538  
Clostner NJ

27. Branch: Metro Fuel  
Truck Parking  
1011 Pleasantview Terrace  
Ridgefield NJ 07657

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Owned by: Richard Labov  
453 Broad Avenue  
Ridgefield NJ 07657

28. Branch: HOP Fleet Fueling  
Truck Parking  
1117 McKinley Avenue  
Lancaster PA 17601

Owned by: Rhoads Energy  
P.O. Box 1198  
624 S. Prince St  
Lancaster PA 17601

29. Branch: HOP Fleet Fueling  
Truck Parking  
2107 W. Newport Pike  
Wilmington DE 19804-3719

Owned by: Wayne Salvadore  
P.O. Box 1198  
2107 W. Newport Pike  
Wilmington DE 19804-3719

30. Branch: HOP Fleet Fueling  
Truck Parking  
186 South Robinson Avenue  
Newburgh NY 12550

Owned by: Phase II Diesel, Inc.  
186 South Robinson Avenue  
Newburgh NY 12550

**Schedule VII (b)**  
**Properties Leased by the Grantor**

31. Heating Oil Partners, L.P.  
Apartment  
Fairfield County, CT

Owned by: Equity Corporate Housing  
6525 Morrison Blve, Suite 212  
Charlotte NC 28211

32. Heating Oil Partners, L.P.  
Apartment  
200 Broad Street  
Stamford CT 06901-2067

Owned by: Avalon Bay Communities, Inc.  
200 Broad Street  
Stamford CT

33. Branch: Oil Express - Cape  
Truck parking  
4 Station Road  
Harwich MA 02645

Owned by: Cape Cod Oil  
P.O. Box 993  
Provincetown MA 02657

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34. Heating Oil Partners, L.P.  
Corporate Headquarters – 3<sup>rd</sup> floor  
4 West Red Oak Lane  
White Plains New York 10604

Owned by: One & Four Red Oak, LLC  
One West Red Oak Lane  
White Plains NY 10604

35. Branch: Altemos Atlantic Oil  
1109 Union Boulevard, 1<sup>st</sup> floor  
Allentown PA 18109

Owned by: George W. Kistler, Jr.  
Aka: Emmaus Storage Yard  
23 South 6<sup>th</sup> Street  
Emmaus PA 18049



HOP Energy, LLC

**Schedule VII (c)**  
**Public Warehouses or other Locations pursuant to**  
**Bailment or Consignment Arrangements**  
**(throughput locations)**

1. 1225 West Ridge Pike  
Conshohocken PA 19428  
  
Throughput Location  
Throughput is with  
J. Gress Oil  
P.O. Box 628  
Norristown PA 19404-0628

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2. 190 Industrial Drive  
Easton, PA 18042  
  
Throughput Location  
Throughput is with  
Aerni & Heitzel  
190 Industrial Drive  
Easton, PA 18042
3. 3251 Treewig-Town Road  
Colmar, PA  
  
Throughput Location  
Throughput is with  
Colmar Terminal, Inc.  
219 Keith Valley Road  
Horsam PA 19044-1408
4. 1463 Lambertson Road  
Trenton, NJ 08611  
  
Throughput Location  
Throughput is with  
Duck Island Terminal, Inc.  
1463 Lambertson Road  
Trenton, NJ 08611
5. 3115 State Road  
Telford, PA 18969  
  
Throughput Location  
Throughput is with  
Farm & Home  
3115 State Road  
Box 339

Telford PA 18969

6. 43 Lafayette Street  
Waterbury, CT

Throughput Location  
Throughput is with  
Mercury Fuel Service, Inc.  
43 Lafayette Street  
Waterbury CT 06708

7. 535 North Colony Street  
Meriden, CT 06450

Throughput Location  
Throughput is with  
Tuxis Ohr's, a division  
of T/O Energy  
P.O. Box 0953  
Meriden CT 06450-0953

8. 22 Brownstone Avenue  
Portland CT
- 

Throughput Location  
Throughput is with  
B & B Petroleum, Inc.  
22 Brownstone Avenue  
Portland CT 06480

9. 54 Depot Avenue  
Falmouth, MA 02540

Throughput Location  
Throughput is with  
Falmouth Coal Company, Inc.  
21 North Main Street  
Drawer 607  
Falmouth MA 02541

10. 4 Station Road  
Harwich MA

Throughput Location  
Throughput is with  
Cape Cod Oil Co, Inc.  
P.O. Box 993  
Provincetown MA 02657

11. 672 Main Street  
Holden, MA 01520

Throughput Location  
Throughput is with  
Wachusett Fuel Oil  
Distribution, Inc.  
P.O. Box 298  
Holden MA 01520

12. 34 Francis Avenue  
Hartford CT

Throughput Location  
Throughput is with  
Sack Distributors  
34 Francis Avenue  
Hartford CT 06106

13. 14 East Dudley Town Road  
Bloomfield CT

Throughput Location  
Throughput is with  
Sack Distributors  
34 Francis Avenue  
Hartford CT 06106

14. Powder Mill Industrial Park  
Canton CT

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Throughput Location  
Throughput is with  
Sack Distributors  
34 Francis Avenue  
Hartford CT 06106

15. 1776 Shore Parkway  
Brooklyn NY 11214

Throughput Location  
Throughput is with Bayside Fuel Oil Depot Corp.  
1776 Shore Parkway  
Brooklyn NY 11214

16. 1100 Grand Street  
Brooklyn NY 11211

Throughput Location  
Throughput is with Bayside Fuel Oil Depot Corp.  
1776 Shore Parkway  
Brooklyn NY 11214

17. 1 N. 12<sup>th</sup> Street  
Brooklyn NY 11211

Throughput Location  
Throughput is with Bayside Fuel Oil Depot Corp.  
1776 Shore Parkway  
Brooklyn NY 11214

18. 537 Smith Street  
Brooklyn NY 11231

Throughput Location  
Throughput is with Bayside Fuel Oil Depot Corp.  
1776 Shore Parkway  
Brooklyn NY 11214

19. 1400 Ferris Place  
Bronx NY 10461

Throughput Location  
Throughput is with Fred Schildwachter & Sons  
1400 Ferris Place  
Bronx NY 10461

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**EXHIBIT B**  
(SEE SECTION 3.5 OF SECURITY AGREEMENT)

DEPOSIT ACCOUNTS

<u>Name of Grantor</u>	<u>Name of Institution</u>	<u>Account Number</u>	Check here if Deposit Account is a Collateral <u>Deposit Account</u>	Description of Deposit Account if not a Collateral <u>Deposit Account</u>
	see attached schedule "Exhibit B Deposit Accounts"			

LOCKBOXES

<u>Name of Grantor</u>	<u>Name of Institution</u>	<u>Lockbox Number</u>
HOP Energy, LLC	Citizens Bank of Massachusetts	9593
HOP Energy, LLC	Citizens Bank of Massachusetts	9594
HOP Energy, LLC	Citizens Bank of Massachusetts	9595
HOP Energy, LLC	Citizens Bank of Massachusetts	9596
HOP Energy, LLC	Citizens Bank of Massachusetts	5778

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EXHIBIT B

DEPOSIT ACCOUNTS

HOP Energy, LLC

<u>Name of Grantor</u>	<u>Name of Institution</u>	<u>Account Number</u>	Check here if Deposit Account is a Collateral <u>Deposit Account</u>	Description of Deposit Account if not a Collateral <u>Deposit Account</u>
1 HOP Energy, LLC	Bank of America	9429169862	yes	Operating Account
2 HOP Energy, LLC	Bank of America	0080223449	no	controlled disbursement checking account
3 HOP Energy, LLC	Citizens Bank	1135569115	yes	Comm checking account
4 HOP Energy, LLC	CIBC	4611918	no	Canadian dollar denominated checking account
5 HOP Energy, LLC	JP Morgan Chase Bank	323070876	no	Comm checking account
6 HOP Energy, LLC	JP Morgan Chase Bank	6301486019509	no	Controlled Disbursement Checking Account - Payroll
7 HOP Energy, LLC	JP Morgan Chase Bank	323079792	no	Checking account for managers - corporate office
8 HOP Energy, LLC	JP Morgan Chase Bank	656-0692724-65	no	Checking account for managers - Madison branch
9 HOP Energy, LLC	North Fork Bank	4184006973	no	Checking account for managers - Metro branch
10 HOP Energy, LLC	Bank of America	009409200500	no	Checking account for managers - Valley branch
11 HOP Energy, LLC	Univest National Bank	101016061	no	Checking account for managers - Brinker's branch
12 HOP Energy, LLC	Wachovia	2000003307973	no	Checking account for managers - Diamond branch

EXHIBIT B

DEPOSIT ACCOUNTS

HOP Energy, LLC

<u>Name of Grantor</u>	<u>Name of Institution</u>	<u>Account Number</u>	Check here if Deposit Account is a Collateral <u>Deposit Account</u>	Description of Deposit Account if not a Collateral <u>Deposit</u> <u>Account</u>
13 HOP Energy, LLC	Wachovia	200515647587	no	Checking account for managers - Altemos branch
14 HOP Energy, LLC	PNC Bank	900462732	no	Checking account for managers - Altemos (Lehighton office ) branch
15 HOP Energy, LLC	First Savings	975005705	no	Checking account for managers - Altemos (Dalewood office ) branch
16 HOP Energy, LLC	People's Bank	1487002468	no	Checking account for managers - DDLC branch
17 HOP Energy, LLC	Bank of America	009368579795	no	Checking account for managers - DDLC branch
18 HOP Energy, LLC	Bank of America	009409179959	no	Checking account for managers - Automatic TLC branch
19 HOP Energy, LLC	Bank of America	27813034		Checking account for managers - Alliance Express branch
20 HOP Energy, LLC	Bank of America	9409199941	no	Checking account for managers - Automatic TLC (CRC office ) branch
21 HOP Energy, LLC	Bank of America	000027135855	no	Checking account for managers - Cape Cod branch
22 HOP Energy, LLC	Bank of America	009508233180	no	Checking account for managers - North Atlantic branch

EXHIBIT B

DEPOSIT ACCOUNTS

HOP Energy, LLC

<u>Name of Grantor</u>	<u>Name of Institution</u>	<u>Account Number</u>	Check here if Deposit Account is a Collateral Deposit Account	Description of Deposit Account if not a Collateral <u>Deposit Account</u>
23 HOP Energy, LLC	Wachovia	2030000268645	no	Checking account for managers - Diamond branch (Philadelphia office)
24 HOP Energy, LLC	Bank of America	3851268755	no	Commercial checking account - D.I.P Tax Trust Account
25 HOP Energy, LLC	Bank of America	4602289445	yes	D.I.P Account controlled by Bank of America
26 HOP Energy, LLC	Bank of America	3851268768	no	D.I.P Corp Mgr Fund
27 HOP Energy, LLC	Bank of America	2240002298	no	D.I.P Payroll Checkng Account
28. HOP Energy, LLC	JP Morgan Chase	801101603	yes	Collection Acct
29. HOP Energy, LLC	JP Morgan Chase	801101611	no	Letter of Credit Acct
30. HOP Holdings, Inc. - <b>not affiliated with the Borrower</b>	Bank of America	9429169854	no	US \$ checking account for HOP Holdings, Inc.
31. HOP Holdings, Inc. - <b>not affiliated with the Borrower</b>	CIBC	46-11810	no	Canadian \$ checking account for HOP Holdings, Inc.
32. Heating Oil Partners Income Fund - <b>not affiliated with the Borrower</b>	CIBC	46-11713	no	Canadian \$ checking account for the Heating Oil Partners Income Fund
33. Heating Oil Partners G.P., Inc. gneral partner of Heating Oil Partners, L.P. - <b>not affiliated with the Borrower</b>	Bank of America	9429170337	no	US \$ checking account for Heating Oil Partners, G.P., Inc., general partner of Heating Oil Partners, L.P.
34. HOP Energy Holdings, LLC	JP Morgan Chase	304628093	no	US \$ checking account for HOP Energy Holdings, Inc.



**EXHIBIT C**  
(SEE SECTION 3.7 OF SECURITY AGREEMENT)

LETTER OF CREDIT RIGHTS

1. LETTER OF CREDIT NO. 200604044 IN FAVOR OF HEATING OIL PARTNERS, L.P. FOR \$60,000.00 EXPIRING ON OCTOBER 17, 2006 FOR THE ACCOUNT OF WASTE INDUSTRIES, LLC, 1435 MORRIS AVENUE, UNION NJ ISSUED BY CENTRAL JERSEY BANK, N.A.

CHATTEL PAPER

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HOP Energy, LLC

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE	NATURE OF LIEN, AND DESCRIPTION OF PROPERTY SUBJECT TO LIEN	AMOUNT OF INDEBTEDNESS AT JULY 28, 2006
American Honda Finance 600 Kelly Way Holyoke MA 01040	Purchase Money Security Interest Debt	\$ 38,705
Bank of America Leasing & Capital One Financial Plaza Providence RI 02903	Purchase Money Security Interest Debt	\$ 570,739
Center Capital Corporation 3 Farm Glen Boulevard Farmington CT 06032	Purchase Money Security Interest Debt	\$ 371,374
Ford Motor Credit 500 N. Gulph Road King of Prussia, PA 19406	Purchase Money Security Interest Debt	\$ 10,908
General Motors Acceptance Corp. 5700 Tennyson Parkway, Suite 600 Plano TX	Purchase Money Security Interest Debt	\$ 2,071,547

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**TRADEMARK**  
**REEL: 003395 FRAME: 0402**

Toyota Motor Credit Corp.  
P.O. Box 22202  
Owings Mills MD 21117

Purchase Money Security \$ 56,892  
Interest Debt

Total Purchase Money Security Interest Debt \$ 3,120,165

Court Square Leasing Corp.  
14 Great Valley Parkway, Suite 100  
Malvern PA 19355

Capital Lease Obligations \$ 26,772

Total Capital Lease Obligations \$ 26,772

Total Chattel Paper \$ 3,146,937

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**TRADEMARK**  
**REEL: 003395 FRAME: 0403**

**EXHIBIT D**  
(SEE SECTION 3.10 AND 3.11 OF SECURITY AGREEMENT)

INTELLECTUAL PROPERTY RIGHTS

PATENTS

**See attached EXHIBIT D – INTELLECTUAL PROPERTY RIGHTS**

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

PATENT APPLICATIONS

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

TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>

TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>

COPYRIGHTS

<u>Name of Grantor</u>	<u>Copyright</u>	<u>Registration Date</u>	<u>Registration Number</u>

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COPYRIGHT APPLICATIONS

<u>Name of Grantor</u>	<u>Copyright Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>

INTELLECTUAL PROPERTY LICENSES

<u>Name of Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties to Agreement</u>

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## EXHIBIT D

### INTELLECTUAL PROPERTY RIGHTS

The Borrower, or its predecessor Heating Oil Partners, L.P. (collectively, the "Company") currently has several services marks, including Heating Oil Partners, L.P. (and related design) and HOP Commercial Fuels (and related design) registered with the United States Patent and Trademark Office. The Company does not consider such registrations or marks material to its business and does not currently anticipate (i) maintaining such registrations or (ii) applying for new registrations with respect to HOP Energy, LLC or any other d/b/a under which the Company operates.

License Agreement, dated as of April 15, 1999, between Alliance Energy Corp and the Company regarding the use of the name Alliance Heating Oil. The license is perpetual in duration.

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#### Trade Names

HOP Energy, LLC;  
HOP Energy Holdings, Inc.;

HOP Energy, LLC;  
Heating Oil Partners Income Fund;

HOP Energy, LLC;  
HOP Holdings, Inc.;

HOP Energy, LLC;  
Heating Oil Partners G.P. Inc.;

HOP Energy, LLC;  
Head Office Partners, Inc.

HOP Energy, LLC  
d/b/a Action Fuel  
HOP Energy, LLC  
d/b/a Avon Oil Services  
HOP Energy, LLC  
d/b/a C & S Oil  
HOP Energy, LLC  
d/b/a Connecticut Refining  
HOP Energy, LLC  
d/b/a Ace Fuel  
HOP Energy, LLC

d/b/a CAS Fuel Oil  
HOP Energy, LLC  
d/b/a Case Oil Co.  
HOP Energy, LLC  
d/b/a Gallagher Bros.  
HOP Energy, LLC  
d/b/a Dahl Oil Co.  
HOP Energy, LLC  
d/b/a Smith Brothers Fuel  
HOP Energy, LLC  
d/b/a Westerly Automatic Oil Co.  
HOP Energy, LLC  
d/b/a Danielson Oil  
HOP Energy, LLC  
d/b/a General Oil  
HOP Energy, LLC  
d/b/a Consumers Oil  
~~HOP Energy, LLC~~  
d/b/a Whaleco  
HOP Energy, LLC  
d/b/a Atlas Oil  
HOP Energy, LLC  
d/b/a Goodnews Oil  
HOP Energy, LLC  
d/b/a Savin Fuel  
HOP Energy, LLC  
d/b/a Rackliffe Oil  
HOP Energy, LLC  
d/b/a Automatic TLC Fuel Oil  
HOP Energy, LLC  
d/b/a DDLIC Energy  
HOP Energy, LLC  
d/b/a City Coal  
HOP Energy, LLC  
d/b/a City Coal of New London  
HOP Energy, LLC  
d/b/a Hughes-Sweet Oil  
HOP Energy, LLC  
d/b/a Lincoln Oil  
HOP Energy, LLC  
d/b/a Niantic Fuel  
HOP Energy, LLC  
d/b/a Spicer Fuel  
HOP Energy, LLC  
d/b/a Valley Oil  
HOP Energy, LLC

d/b/a Crowell Oil  
HOP Energy, LLC  
d/b/a Saybrook Oil Company  
HOP Energy, LLC  
d/b/a Saybrook Oil  
HOP Energy, LLC  
d/b/a Saybrook Heating Oil  
HOP Energy, LLC  
d/b/a Saybrook Fuels  
HOP Energy, LLC  
d/b/a Saybrook Heating  
HOP Energy, LLC  
d/b/a Kirk's Oil  
HOP Energy, LLC  
d/b/a Kirk's Oil Burner Service  
HOP Energy, LLC  
d/b/a DollarWi\$e Oil  
~~HOP Energy, LLC~~  
d/b/a DollarWise Oil  
HOP Energy, LLC  
d/b/a Sun Ray Fuel  
HOP Energy, LLC  
d/b/a Harry L. Adams Co.  
HOP Energy, LLC  
d/b/a Gill Bros. Company  
HOP Energy, LLC  
d/b/a William C. Mills Fuel Company  
HOP Energy, LLC  
d/b/a Total Home Comfort  
HOP Energy, LLC  
d/b/a R.K. Miller Oil  
HOP Energy, LLC  
d/b/a Buy-Rite Oil Company  
HOP Energy, LLC  
d/b/a Martin F. O'Connor Company  
HOP Energy, LLC  
d/b/a Staats Oil Company  
HOP Energy, LLC  
d/b/a Elliot-Lwis Fuel Company  
HOP Energy, LLC  
d/b/a Joseph B. Mathers Company  
HOP Energy, LLC  
d/b/a Llanerch Fuel Oil Company  
HOP Energy, LLC  
d/b/a Brandywine Oil Company  
HOP Energy, LLC

d/b/a Major Oil  
HOP Energy, LLC  
d/b/a Bill Huber Heating Oil  
HOP Energy, LLC  
d/b/a Carney Oil  
HOP Energy, LLC  
d/b/a Atlantic Oil  
HOP Energy, LLC  
d/b/a Diamond Oil  
HOP Energy, LLC  
d/b/a Leighton Oil and Heat  
HOP Energy, LLC  
d/b/a Altemos Fuel Oil  
HOP Energy, LLC  
d/b/a Diamond Fuel Oil  
HOP Energy, LLC  
d/b/a Delchester Oil Company  
~~HOP Energy, LLC~~  
d/b/a Gawthrop Oil Company  
HOP Energy, LLC  
d/b/a Bouchelle Oil Comapny  
HOP Energy, LLC  
d/b/a Delchester/Gawthrop Oil Company  
HOP Energy, LLC  
d/b/a Market Street Gulf Service  
HOP Energy, LLC  
d/b/a J.J. Roberts Division of Delchester Oil Company  
HOP Energy, LLC  
d/b/a Market Street Gulf Service  
HOP Energy, LLC  
d/b/a Delchester Heating and Air Conditioning Company  
HOP Energy, LLC  
d/b/a Delchester Heating Company  
HOP Energy, LLC  
d/b/a Delchester Service Company  
HOP Energy, LLC  
d/b/a Swartley Fuel  
HOP Energy, LLC  
d/b/a Heston S. Swartley  
HOP Energy, LLC  
d/b/a Dale Wood Co.  
HOP Energy, LLC  
d/b/a Johnson and Neubert  
HOP Energy, LLC  
d/b/a Brinker's Fuels  
HOP Energy, LLC



d/b/a Jacobs Oil  
HOP Energy, LLC  
d/b/a The Oil Express  
HOP Energy, LLC  
d/b/a Buckley & Scott Co.  
HOP Energy, LLC  
d/b/a Schultz, Doyle & Stoddard  
HOP Energy, LLC  
d/b/a Staples-Savard  
HOP Energy, LLC  
d/b/a Scott Energy Systems  
HOP Energy, LLC  
d/b/a Buckley & Scott, Whetton  
HOP Energy, LLC  
d/b/a C.W. Lorden Fuel  
HOP Energy, LLC  
d/b/a Parker Oil Service  
~~HOP Energy, LLC~~  
d/b/a Yankee Oil  
HOP Energy, LLC  
d/b/a Sunderland Oil Express  
HOP Energy, LLC  
d/b/a Gardner/Mohawk Fuel Oil  
HOP Energy, LLC  
d/b/a Homeowners Heating  
HOP Energy, LLC  
d/b/a Homeowners Oil  
HOP Energy, LLC  
d/b/a ABC Oil  
HOP Energy, LLC  
d/b/a Terry Oil Co.  
HOP Energy, LLC  
d/b/a Brookline Coal  
HOP Energy, LLC  
d/b/a The Alliance Express  
HOP Energy, LLC  
d/b/a McMann Oil  
HOP Energy, LLC  
d/b/a Cradock Oil  
HOP Energy, LLC  
d/b/a Nightingale Oil  
HOP Energy, LLC  
d/b/a Marlco Fuel  
HOP Energy, LLC  
d/b/a Brookline Oil Company  
HOP Energy, LLC

d/b/a White Fuel Oil Company  
HOP Energy, LLC  
d/b/a Hopedale Coal & Ice  
HOP Energy, LLC  
d/b/a Cradock Heating  
HOP Energy, LLC  
d/b/a Moran Fuel  
HOP Energy, LLC  
d/b/a Atlantic Security Systems  
HOP Energy, LLC  
d/b/a State Oil  
HOP Energy, LLC  
d/b/a Eastern-Narragansett Oil Co.  
HOP Energy, LLC  
d/b/a Eastern-Narragansett Fuel  
HOP Energy, LLC  
d/b/a AAA Oil Service  
HOP Energy, LLC  
d/b/a AAA  
HOP Energy, LLC  
d/b/a D.J. Sullivan Oil Company  
HOP Energy, LLC  
d/b/a D.J. Sullivan  
HOP Energy, LLC  
d/b/a Gould's Fuel Oil  
HOP Energy, LLC  
d/b/a Sylvia's Fuel Company  
HOP Energy, LLC  
d/b/a Sylvia Fuel  
HOP Energy, LLC  
d/b/a Metro Fuel  
HOP Energy, LLC  
d/b/a Lionetti Fuel  
HOP Energy, LLC  
d/b/a Suburban  
HOP Energy, LLC  
d/b/a Clarendon  
HOP Energy, LLC  
d/b/a ADC  
HOP Energy, LLC  
d/b/a Eagle  
HOP Energy, LLC  
d/b/a Schmidt  
HOP Energy, LLC  
d/b/a Ridgefield  
HOP Energy, LLC

d/b/a Westwood  
HOP Energy, LLC  
d/b/a Combustion  
HOP Energy, LLC  
d/b/a Metro  
HOP Energy, LLC  
d/b/a Facendola  
HOP Energy, LLC  
d/b/a Marko  
HOP Energy, LLC  
d/b/a Pipeline Petroleum  
HOP Energy, LLC  
d/b/a Home Fuel Oil Company  
HOP Energy, LLC  
d/b/a Budget Oil  
HOP Energy, LLC  
d/b/a Madison Oil  
~~HOP Energy, LLC~~  
d/b/a Morania Oil  
HOP Energy, LLC  
d/b/a Tursi Oil  
HOP Energy, LLC  
d/b/a Beacon Oil  
HOP Energy, LLC  
d/b/a Murphy Oil  
HOP Energy, LLC  
d/b/a Zientek Brothers  
HOP Energy, LLC  
d/b/a Richards Energy  
HOP Energy, LLC  
d/b/a HOP Fleet Fueling  
HOP Energy, LLC  
d/b/a North Atlantic Energy

DOMAIN NAMES

hopheat.com  
heatingoilpartners.com  
allianceexpress.com  
altemos-atlantic.com  
automatictlc.com  
brinkersfuel.com  
ctrefining.com  
ddlcenergy.com  
ddlcfuel.com  
ddlcfueloil.com

diamond-delchester.com  
diamondmajor.com  
generaloil.com  
majoroil.com  
metro-energy.com  
metrocomfort.com  
oilexpress-boston.com  
oilexpress-cape.com  
oilexpress-westminster.com  
valleysaybrook.com

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**EXHIBIT E**  
(SEE SECTION 3.11 OF SECURITY AGREEMENT)

TITLE DOCUMENTS

I. Vehicles subject to certificates of title:

<u>Name of Grantor</u>	<u>Description</u>	<u>Title Number</u>	<u>State Where Issued</u>
	<b>See attached EXHIBIT E - TITLE DOCUMENTS</b>		

II. Aircraft/engines/parts, ships, railcars and other vehicles governed by federal statute:

<u>Name of Grantor</u>	<u>Description</u>	<u>Registration Number</u>

[TPW: NYLEGAL: 525829.7] 19894-00024 07/21/2006 2:20 PM

[TPW: NYLEGAL:525829.9] 19894-00024 07/25/2006 02:14 PM

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
 F - Financed  
 D - Dormant  
 for Sale  
 S - Sold

HOP Unit #

Active vehicles owned by the Company

HOP Unit #	Name of Grantor	Year	Spec - Make	Description	Spec - Model	Unit	Unit Serial Number	Title #	State where title is issued
0002	HOP Energy, LLC	1997	FORD	0002 (Van) Brooklyn	E-350		IFTJS34L9VHA57665	571160	NY
0003	HOP Energy, LLC	1997	FORD	0003 (Van) DiaDel	E-350		IFTJS34LQVHA57666	to be provided post closing	PA
0006	HOP Energy, LLC	1997	FORD	0006 (Van) DiaDel	E-350		IFTJS34LVHA57669	to be provided post closing	PA
0007	HOP Energy, LLC	1997	FORD	0007 (Van) DiaDel	E-350		IFTJS34L2VHA57670	to be provided post closing	PA
0016	HOP Energy, LLC	1997	FORD	0016 (Misc Vehicle) Terry	Van - E350		IFTJS34L9VHA57679	AP957241	MA
0033	HOP Energy, LLC	1985	MAK	0033 (Misc Unit >26000 #s) Valley	T/W - MS3000		VGGM112BIFR8064561	52877365601HE	PA
0034	HOP Energy, LLC	1985	MAK	0034 (Misc Vehicle) AllExp	MS3000		VGGM112B5GB064595	AX118482	MA
0037	HOP Energy, LLC	1988	FORD	0037 (Tank Wagon) DiaDel	L8000		IFDXR82AXIV A00855	52831569201HE	PA
0038	HOP Energy, LLC	1990	INTERNATIONAL	0038 (Tank Wagon) DiaDel	4900		IHTSDTVN5LH253102	42612739602HE	PA
0041	HOP Energy, LLC	1990	INTERNATIONAL	0041 (Tank Wagon) DiaDel	4900		IHTSDTVN8LH273330	42795933202HE	PA
0042	HOP Energy, LLC	1991	INTERNATIONAL	0042 (Tank Wagon) DiaDel	4900		IHTSDZ4N6MH326337	52831618301HE	PA
0043	HOP Energy, LLC	1996	INTERNATIONAL	0043 (Tank Wagon) DiaDel	4900		IHTSDNUN8NH435232	52791509001HE	PA
0044	HOP Energy, LLC	1992	INTERNATIONAL	0044 (Tank Wagon) DiaDel	4900		IHTSDNUNONH428419	to be provided post closing	PA
0045	HOP Energy, LLC	1992	INTERNATIONAL	0045 (Tank Wagon) DiaDel	4900		IHTSDNUN9NH428418	44889489802HE	PA
0046	HOP Energy, LLC	1992	INTERNATIONAL	0046 (Tank Wagon) DiaDel	4900		IHTSDNUN2NH428776	52877230201HE	PA
0047	HOP Energy, LLC	1992	INTERNATIONAL	0047 (Tank Wagon) DiaDel	4900		IHTSDNUN7NH428420	44889464502HE	PA
0048	HOP Energy, LLC	1992	INTERNATIONAL	0048 (Tank Wagon) DiaDel	4900		IHTSDPPNINH433961	52877232801HE	PA
0049	HOP Energy, LLC	1992	INTERNATIONAL	0049 (Tank Wagon) DiaDel	4900		IHTSDNUNONH428775	52877233001HE	PA
0050	HOP Energy, LLC	1994	FORD	0050 (Tank Wagon) DiaDel	L8000		IFDXR82EORV A12897	to be provided post closing	PA
0078	HOP Energy, LLC	1996	FORD	0078 (Tank Wagon) ALLENTOWN	LN8000		IFDXR82EITV A06890	to be provided post closing	PA
0079	HOP Energy, LLC	1994	VOLVO	0079 (Tank Wagon) ALLENTOWN	FE42		4V52ACECRRR473222	42767408303HE	PA
0080	HOP Energy, LLC	1990	INTERNATIONAL	0080 (Tank Wagon) ALLENTOWN	4900		IHTSDTVN8LH273327	4279583003HE	PA
0081	HOP Energy, LLC	1990	INTERNATIONAL	0081 (Tank Wagon) ALLENTOWN	4900		IHTSDTVN1LH273329	42027540204HE	PA
0083	HOP Energy, LLC	1990	INTERNATIONAL	0083 (Tank Wagon) ALLENTOWN	4900		IHTSHVTV4LH229103	to be provided post closing	PA
0084	HOP Energy, LLC	1992	INTERNATIONAL	0084 (Tank Wagon) ALLENTOWN	4900		IHTSDNUN9NH428774	to be provided post closing	PA
0085	HOP Energy, LLC	1992	INTERNATIONAL	0085 (Tank Wagon) ALLENTOWN	4900		IHTSDNUN7NH428417	to be provided post closing	PA
0086	HOP Energy, LLC	1993	FORD	0086 (Tank Wagon) FF SOUTHERN HUB	L8000		IFDXR82A0PV A03174	to be provided post closing	NJ
0088	HOP Energy, LLC	1987	GMC	0088 (Misc Unit >26000 #s) ALLENTOWN	7000		IGDM7D1GXHV523987	39755418803HE	PA
0099	HOP Energy, LLC	1995	CHEVROLET	0099 (Van) ALLENTOWN	G30		IGCGG35K3F230683	to be provided post closing	PA
0102	HOP Energy, LLC	1995	CHEVROLET	0102 (Van) ALLENTOWN	G30		IGCGG35K3F230683	to be provided post closing	PA
0103	HOP Energy, LLC	1995	CHEVROLET	0103 (Van) ALLENTOWN	G30		IGCGG35K3F230683	to be provided post closing	PA
0111	HOP Energy, LLC	1987	GMC	0111 (Misc Vehicle) ALLENTOWN	Van - 3500		IGTGG35KOH7511779	to be provided post closing	PA
0128	HOP Energy, LLC	1985	CHEVROLET	0128 (Misc Vehicle) ALLENTOWN	Pickup - CD 10		2GGDC14N9F1147936	47763384002HE	PA
0130	HOP Energy, LLC	1987	FORD	0130 (Misc Vehicle) ALLENTOWN	VAN		2B7HB2377GK517707	to be provided post closing	PA
0132	HOP Energy, LLC	1987	FORD	0132 (Misc Vehicle) ALLENTOWN	Pickup - F150 XL		IFTEX1578HKAG68049	49972453801HE	PA
0133	HOP Energy, LLC	1992	CHEVROLET	0133 (Misc Vehicle) ALLENTOWN	CUBE VAN		2GBGG31KXN4101234	to be provided post closing	PA
0134	HOP Energy, LLC	1993	CHEVROLET	0134 (Misc Vehicle) ALLENTOWN	CUBE VAN		QGBJH2K3P3322000	50285671301HE	PA
0134	HOP Energy, LLC	1978	DODGE	0134 (Misc Vehicle) ALLENTOWN	Pickup - 4 WHEEL DRIVE		W24BF8S232824	30255308703HE	PA
0151	HOP Energy, LLC	1985	FORD	0151 (Tractor) ECT	LT9000 TANDEM TRACTOR		IFTYL90W9FV A19335	to be provided post closing	CT
0155	HOP Energy, LLC	1990	FORD	0155 (Tank Wagon) ECT	L8000		IFDXR82AXL V A38587	022904818	CT
0156	HOP Energy, LLC	1990	FORD	0156 (Tank Wagon) ECT	L8000		IFDXR82A8LA38586	022904822	CT
0157	HOP Energy, LLC	1991	FORD	0157 (Tank Wagon) ECT	L8000		IFDXR82A2MV A35832	022904819	CT
0158	HOP Energy, LLC	1992	FORD	0158 (Tank Wagon) ECT	L8000		IFDXR82A5NV A32621	022904820	CT
0163	HOP Energy, LLC	1990	INTERNATIONAL	0163 (Tank Wagon) ECT	4900 PUSHER		IHTSDTVN8LH248539	024791050	CT

Title Documents

Vehicles subject to certificates of title:

Name of Grantor	HOP Unit #	for Sale		Unit	Year	Spec - Make	Spec - Model	Description	Title #	State where title is issued
		O - Owned	F - Financed							
		D - Dormant	S - Sold							
HOP Energy, LLC	0165	0	0	0165 (Tank Wagon) ECT	1988	INTERNATIONAL	S1900	IHTLDTVN4JH584917	024791039	CT
HOP Energy, LLC	0167	0	0	0167 (Tank Wagon) FF NY HUB	1987	INTERNATIONAL	S1954	IHTLDTVNBPHH527632	to be provided post closing	CT
HOP Energy, LLC	0170	0	0	0170 (Tank Wagon) ECT	1993	INTERNATIONAL	4900 PUSHER	IHTSDPPN0PH477419	022906528	CT
HOP Energy, LLC	0171	0	0	0171 (Tank Wagon) ECT	1991	INTERNATIONAL	4900 PUSHER	IHTSDZN5MH1316250	022906530	CT
HOP Energy, LLC	0172	0	0	0172 (Tank Wagon) ECT	1991	FORD	L8000	IFYR82A6MV A01509	024789666	CT
HOP Energy, LLC	0190	0	0	0190 (Misc Vehicle) ECT	1989	FORD	Truck - F350	IFDKF37H9KCA35826	022907334	CT
HOP Energy, LLC	0193	0	0	0193 (Misc Vehicle) FF SOUTHERN HUB	1995	FORD	E250	IFTHE24H9SHC04252	024789867	CT
HOP Energy, LLC	0196	0	0	0196 (Van) Oexp-Wst	1995	FORD	E-250	IFTHE24H6SHCO4256	to be provided post closing	MA
HOP Energy, LLC	0204	0	0	0204 (Misc Unit >26000 #s) ECT	1969	CHEVROLET	Truck-C 60	CE6639P817134	22773396	CT
HOP Energy, LLC	0208	0	0	0208 (Misc Vehicle) ECT	1988	CHEVROLET	Truck-C 60	2GCFK224KJ1199240	022907447	CT
HOP Energy, LLC	0249	0	0	0249 (Tank Wagon) TLC	1988	INTERNATIONAL	Pickup - CK20	IHTLDTVRLJH543521	025993348	CT
HOP Energy, LLC	0264	0	0	0264 (Misc Vehicle) AllExp	1989	FORD	Truck	2FDL47M5KCA99725	AN391800	MA
HOP Energy, LLC	0310	0	0	0310 (Misc Vehicle) TLC	1993	FORD	Truck - Model A	A2606858	to be provided post closing	MA
HOP Energy, LLC	0311	0	0	0311 (Misc Vehicle) TLC	1992	KWICK	Utility Trailer	IS9FD182XNS356176	AN477383	MA
HOP Energy, LLC	0356	0	0	0356 (Misc Vehicle) DiaDel	1990	FORD	Van - E350	IFTJE34YXLHA25520	to be provided post closing	PA
HOP Energy, LLC	0357	0	0	0357 (Misc Vehicle) DiaDel	1993	FORD	Van - E350	IFTJE34YXPB47106	to be provided post closing	PA
HOP Energy, LLC	0384	0	0	0384 (Misc Vehicle) TLC	1994	FORD	F-450	IFDL47F08EA43794	to be provided post closing	CT
HOP Energy, LLC	0385	0	0	0385 (Misc Vehicle) TLC	1993	FORD	Rack Truck - F 450	2FDL47M2PCB20716	to be provided post closing	CT
HOP Energy, LLC	0386	0	0	0386 (Misc Vehicle) TLC	1989	FORD	Box Truck - F Series	2FDL47G4KCA61767	023598657	CT
HOP Energy, LLC	0388	0	0	0388 (Misc Vehicle) TLC	1994	DODGE	Pickup - RAM 250	1B7JC2672R8647280	to be provided post closing	CT
HOP Energy, LLC	0402	0	0	0402 (Tank Wagon) BkSw	1989	FORD	L8000	IFDXR82A0KV A20467	59968893001HE	PA
HOP Energy, LLC	0404	0	0	0404 (Tank Wagon) TLC	1996	FORD	L8000	IFDYR82E8TV A10164	023596926	CT
HOP Energy, LLC	0412	0	0	0412 (Tank Wagon) DiaDel	1987	MACK	MS300	VG6M112B3HB065651	to be provided post closing	PA
HOP Energy, LLC	0413	0	0	0413 (Tank Wagon) DiaDel	1995	FORD	LN8000	IFDYR82E1SV A22476	48720629602HE	PA
HOP Energy, LLC	0416	0	0	0416 (Tank Wagon) DiaDel	1985	MACK	MS300	VG6M112CSFB064524	37962018002HE	PA
HOP Energy, LLC	0417	0	0	0417 (Tank Wagon) DiaDel	1986	MACK	MS300	VG6M112CRGB065300	38529704802HE	PA
HOP Energy, LLC	0418	0	0	0418 (Tank Wagon) DiaDel	1990	FORD	8000	IFDYD80U3LV A00487	42539338602HE	PA
HOP Energy, LLC	0421	0	0	0421 (Misc Vehicle) DiaDel	1991	FORD	E350 STAKE BODY	IFDJF37H9MNA85344	4428379402HE	PA
HOP Energy, LLC	0422	0	0	0422 (Misc Vehicle) Valley	1993	FORD	Pickup - F 450	IFTF15Y7PNA33342	027561690	CT
HOP Energy, LLC	0423	0	0	0423 (Van) DiaDel	1996	FORD	E250	IFTFE24Y8THA87997	49759615302HE	PA
HOP Energy, LLC	0427	0	0	0427 (Misc Vehicle) DiaDel	1988	FORD	Van - E350	IFTJE34Y5HHC24617	41077549902HE	PA
HOP Energy, LLC	0429	0	0	0429 (Misc Vehicle) ALLENTOWN	1993	FORD	Van - E350	IFTJE34Y1PHA76216	to be provided post closing	PA
HOP Energy, LLC	0430	0	0	0430 (Misc Vehicle) DiaDel	1995	FORD	Van - E250	IFTFE24Y2SFA27356	47901014002HE	PA
HOP Energy, LLC	0435	0	0	0435 (Tank Wagon) DiaDel	1988	FORD	8000	IFDYD80U4JVA51932	41263343902HE	PA
HOP Energy, LLC	0439	0	0	0439 (Tank Wagon) DiaDel	1995	FORD	8000	IFDYR82EXSVA25909	48034796002HE	PA
HOP Energy, LLC	0445	0	0	0445 (Tank Wagon) DiaDel	1995	FORD	8000	IFDYR82EBSVA26122	48069665202HE	PA
HOP Energy, LLC	0446	0	0	0446 (Tank Wagon) DiaDel	1994	FORD	8000	IFDY82E3RVA10510	46657559902HE	PA
HOP Energy, LLC	0453	0	0	0453 (Tank Wagon) FF NY HUB	1986	FORD	8000	IFEDYD80U9GVA41700	AZ961581	MA
HOP Energy, LLC	0454	0	0	0454 (Tank Wagon) DiaDel	1989	FORD	8000	IFEDYD80U6KVA03558	41480568902HE	PA
HOP Energy, LLC	0464	0	0	0464 (Car) TLC	1997	FORD	EXPLORER	IFMDU343XZVA98065	025723528	CT
HOP Energy, LLC	0499	0	0	0499 (Misc Vehicle) AllExp	1995	FORD	Van - F150	IFTTEE14N9SHA9433	AQ830501	MA
HOP Energy, LLC	0514	0	0	0514 (Tank Wagon) ECT	1992	FORD	LS9000 PUSHER	IFDY890L9NVA04484	023666343	CT
HOP Energy, LLC	0515	0	0	0515 (Tank Wagon) ECT	1992	FORD	LS9000 PUSHER	IFDY890L6NVA37605	023666339	CT
HOP Energy, LLC	0517	0	0	0517 (Tank Wagon) ECT	1994	FORD	LS9000 PUSHER	IFDY890L5RVA17996	023666338	CT
HOP Energy, LLC	0518	0	0	0518 (Tank Wagon) ECT	1994	FORD	LS9000 PUSHER	IFDY890L7RVA17997	023666340	CT
HOP Energy, LLC	0519	0	0	0519 (Tank Wagon) ECT	1997	FORD	LS9513 PUSHER	IFDY892PXXVA37378	023666344	CT
HOP Energy, LLC	0541	0	0	0541 (Misc Vehicle) ECT	1996	FORD	Van - E350	IFTJE34F7THA91621	023666315	CT

Exhibit E

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
 F - Financed  
 D - Dormant  
 for Sale  
 S - Sold

HOP Unit #	Year	Spec - Make	Description	Spec - Model	Unit Serial Number	Title #	State where title is issued
0544	1987	WELLS CARGO	Utility Vehicle - UTT122H	Utility Vehicle - UTT122H	IWC200E2XHI037787	026161185	CT
0555	1990	FORD	L8000	L8000	IFDXR82E7RV A51227	023638407	CT
0585	1994	FORD	L8000	L8000	IFDXR82A3LV A07794	to be provided post closing	MD
0586	1992	FORD	L8000	L8000	IFDXR82A5NV A21327	to be provided post closing	NI
0592	1987	INTERNATIONAL	S1900	S1900	IHTLDTVNH4HA10895	024010195	CT
0593	1990	INTERNATIONAL	4900 PUSHER	4900 PUSHER	IHTSDTVN7LH223406	024177593	CT
0621	1994	FORD	Van - E250	Van - E250	IFTHE24Y3RHA08124	024186847	CT
0625	1994	FORD	ESCORT WAGON	ESCORT WAGON	IFARP1516RW274751	028393840	CT
0628	1987	FORD	Pickup - F-250	Pickup - F-250	2FTFHF251XHC005163	023930674	CT
0633	1990	FORD	Utility Trailer	Utility Trailer	2348	to be provided post closing	CT
0634	1990	FORD	LTS8000	LTS8000	ITDYY82A7LV A02167	023928404	CT
0637	1990	FORD	T/W L8000	T/W L8000	IFDYY82A9LV A02168	023928405	CT
0649	1980	WHITE	RX-2	RX-2	IFDYR80LHEV A07274	23931131	CT
0657	1979	WHITE	RX-2	RX-2	3QRFACT044581	23931132	CT
0666	1995	FORD	L8000	L8000	3QRFAST056646	023928396	CT
0693	1988	FORD	Truck - E350	Truck - E350	IFDKES37H3JHB42672	to be provided post closing	CT
0695	1987	GMC	Van - 3500	Van - 3500	2GTGG35J2H4502021	023930725	CT
0718	1994	FORD	E-350	E-350	IFTUE34H7RHB92118	023928669	CT
0723	1994	FORD	E-350	E-350	IFTUE34H4HORHB92123	023928640	CT
0726	1995	FORD	E-350	E-350	IFTUE34H5SHB94147	023928662	CT
0727	1995	FORD	E-350	E-350	IFTUE34H7SHB94148	023928671	CT
0731	1996	FORD	E-350	E-350	IFTUE34H4H7SHB36201	023928645	CT
0732	1996	FORD	E-350	E-350	IFTUE34H3THB36202	023928654	CT
0735	1989	FORD	Van - E-150	Van - E-150	IFTTEE14Y8KHC14459	023928582	CT
0754	1995	INTERNATIONAL	4900	4900	IHTSDAN4SHG36246	AR104658	MA
0766	1996	JEEP	CHEROKEE SPORT	CHEROKEE SPORT	I4FI68S3TL231259	to be provided post closing	CT
0772	1995	CHEVROLET	Pickup - CK	Pickup - CK	IGCGK24K4SE277787	49289654702HE	PA
0780	1987	HEIL	TPT	TPT	IHLA3A7B3H7H53281	to be provided post closing	CT
0783	1989	MACK	R TRACTOR	R TRACTOR	IM2N277YXKW007845	to be provided post closing	PA
0785	1987	FORD	L8000	L8000	IFDXR82A9HV A66808	40285831703HE	PA
0788	1992	MACK	MS300	MS300	VG6M118B2NB300558	45878752002HE	PA
0790	1995	MACK	MC300	MC300	VG6M118B0SB301297	47742933002HE	PA
0791	1994	FORD	LN8000	LN8000	IFDXH81E7RV A48185	to be provided post closing	PA
0792	1995	FORD	TRAILER	TRAILER	IHLA3A7F1S7H58506	48179214902HE	PA
0794	1995	FORD	LV	LV	IFDXH81E8VV A28005	49337188602HE	PA
0795	1997	FORD	TOP KICK	TOP KICK	IFDXH81E8VV A28005	50531761202HE	PA
0796	1994	GMC	E-250	E-250	IGDM7H1J8RJS08142	46950799602HE	PA
0809	1995	FORD	Van - E350	Van - E350	IFTHE24HVS7HB20298	to be provided post closing	PA
0810	1996	FORD	E250	E250	IFTHE24HOSHB81704	to be provided post closing	PA
0812	1996	FORD	E250	E250	IFTHE24L8VHA83867	50684931602HE	PA
0814	1997	FORD	E-250	E-250	IFTHE24L6VHB52149	50215176202HE	PA
0815	1997	FORD	E-250	E-250	IFTHE24H4H7HB28215	50684931602HE	PA
0816	1998	JEEP	CHEROKEE SPORT	CHEROKEE SPORT	I4JF16S51WL100450	024117581	CT
0817	1988	FORD	Truck - F350	Truck - F350	2FDLF47G9JCB27227	AY377602	MA
0817	1997	GMC	Truck - 3500	Truck - 3500	IGDKC34F8V1504745	50636266002HE	PA
0820	1997	GMC	Van - 3500	Van - 3500	IGTG35K6N7510339	44856235602HE	PA
0821	1992	CHEVROLET	Van - 3500	Van - 3500			PA



Vehicles subject to certificates of title:

Name of Grantor	HOP Unit #	for Sale		Unit	Description	Year	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
		O - Owned	F - Financed								
HOP Energy, LLC	0837	0	0	0837 (Misc Vehicle) BkSw	1994 GMC	1994	GMC	Truck - 3500	47478761402HE		PA
HOP Energy, LLC	0844	0	0	0844 (Misc Vehicle) BkSw	1997 GMC	1997	GMC	Truck - 3500	50613844002HE		PA
HOP Energy, LLC	0847	0	0	0847 (Misc Vehicle) BkSw	1994 GMC	1994	GMC	Rack Truck - 3500 4X4	47960889702HE		PA
HOP Energy, LLC	0848	0	0	0848 (Misc Vehicle) BkSw	1989 GMC	1989	GMC	Rack Truck - 2500 4X4	42323457602HE		PA
HOP Energy, LLC	0849	0	0	0849 (Misc Vehicle) ALLENTOWN	1984 CHEVROLET	1984	CHEVROLET	Pickup - 4 WHEEL DRIVE	35743398703HE		PA
HOP Energy, LLC	0850	0	0	0850 (Tank Wagon) ALLENTOWN	1998 FREIGHTLINER	1998	FREIGHTLINER		51391890702HE		PA
HOP Energy, LLC	0855	0	0	0852 (Misc Unit >26000 #s) ALLENTOWN	1977 INTERNATIONAL	1977	INTERNATIONAL	TW - LOAD STAR 4X4	294161659303HE		PA
HOP Energy, LLC	0857	0	0	0855 (Tank Wagon) BkSw	1995 FORD	1995	FORD	L8000	48869587402HE		PA
HOP Energy, LLC	0857	0	0	0857 (Tank Wagon) BkSw	1997 FORD	1997	FORD	L8000	50207179902HE		PA
HOP Energy, LLC	0861	0	0	0858 (Tank Wagon) ALLENTOWN	1991 GMC	1991	GMC	TOPKICK	43570407002HE		PA
HOP Energy, LLC	0862	0	0	0861 (Tank Wagon) BkSw	1993 FORD	1993	FORD	L8000	45672403002HE		PA
HOP Energy, LLC	0864	0	0	0862 (Misc Unit >26000 #s) BkSw	1976 INTERNATIONAL	1976	INTERNATIONAL	TW - LOAD STAR 4X4	27796737403HE		PA
HOP Energy, LLC	0866	0	0	0864 (Tank Wagon) BkSw	1988 FORD	1988	FORD	L8000	40805502502HE		PA
HOP Energy, LLC	0869	0	0	0866 (Tank Wagon) BkSw	1986 INTERNATIONAL	1986	INTERNATIONAL	L850	37863313002HE		PA
HOP Energy, LLC	0872	0	0	0869 (Trailer) BkSw	1995 HEIL	1995	HEIL	TANKER	to be provided post closing		PA
HOP Energy, LLC	0874	0	0	0872 (Tractor) BkSw	1990 PETER BILT	1990	PETER BILT	NA	43134969602HE		PA
HOP Energy, LLC	0876	0	0	0874 (Misc Vehicle) BkSw	1998 WELLS CARGO	1998	WELLS CARGO	Trailer - TOTE WAGON	to be provided post closing		PA
HOP Energy, LLC	0877	0	0	0876 (Misc Vehicle) Valley	1983 CUSTOM	1983	CUSTOM	Utility Trailer - UT2500	to be provided post closing		CT
HOP Energy, LLC	0893	0	0	0877 (Misc Vehicle) Valley	1986 CUSTOM	1986	CUSTOM	Utility Trailer - UT2500	to be provided post closing		CT
HOP Energy, LLC	0896	0	0	0893 (Tank Wagon) Valley	1988 INTERNATIONAL	1988	INTERNATIONAL	S1954	024791036		CT
HOP Energy, LLC	0897	0	0	0896 (Tank Wagon) Valley	1993 FORD	1993	FORD	CF8000	025223431		CT
HOP Energy, LLC	0900	0	0	0897 (Tank Wagon) Valley	1993 FORD	1993	FORD	CF8000	025248126		CT
HOP Energy, LLC	0901	0	0	0899 (Tank Wagon) Valley	1988 INTERNATIONAL	1988	INTERNATIONAL	S-1954	024791037		CT
HOP Energy, LLC	0910	0	0	0900 (Tank Wagon) Valley	1996 FREIGHT LINER	1996	FREIGHT LINER	FL70	to be provided post closing		CT
HOP Energy, LLC	0915	0	0	0901 (Tank Wagon) Valley	1996 FREIGHT LINER	1996	FREIGHT LINER	FL70	to be provided post closing		CT
HOP Energy, LLC	0921	0	0	0910 (Misc Vehicle) Valley	1983 FORD	1983	FORD	Pickup - F250	to be provided post closing		CT
HOP Energy, LLC	0927	0	0	0915 (Car) Metro	1994 FORD	1994	FORD	TAURUS	X151044		NJ
HOP Energy, LLC	0934	0	0	0921 (Car) Corp	1997 FORD	1997	FORD	TAURUS WAGON	AW368751		MA
HOP Energy, LLC	0940	0	0	0927 (Misc Vehicle) Valley	1988 FORD	1988	FORD	Box Truck - E 350	022300050		CT
HOP Energy, LLC	0941	0	0	0934 (Misc Vehicle) Valley	1985 FORD	1985	FORD	Pickup - F150	02457813		CT
HOP Energy, LLC	0943	0	0	0940 (Misc Vehicle) Valley	1995 FORD	1995	FORD	Van - E250	025262814		CT
HOP Energy, LLC	0950	0	0	0941 (Misc Vehicle) Corp	1995 FORD	1995	FORD	AEROSTAR	025723497		CT
HOP Energy, LLC	0951	0	0	0943 (Misc Vehicle) Valley	1996 FORD	1996	FORD	Tow Truck - F350	025725798		CT
HOP Energy, LLC	0954	0	0	0951 (Misc Vehicle) DiaDel	1983 CUSTOM	1983	CUSTOM	Utility Trailer - UT2500	to be provided post closing		CT
HOP Energy, LLC	0957	0	0	0952 (Van) DiaDel	1999 CHEVROLET	1999	CHEVROLET	Van - G3500	to be provided post closing		PA
HOP Energy, LLC	0958	0	0	0954 (Van) DiaDel	1999 CHEVROLET	1999	CHEVROLET	G3500	to be provided post closing		PA
HOP Energy, LLC	0959	0	0	0957 (Van) ALLENTOWN	1999 CHEVROLET	1999	CHEVROLET	G3500 Extended	to be provided post closing		PA
HOP Energy, LLC	0961	0	0	0958 (Van) ALLENTOWN	1999 CHEVROLET	1999	CHEVROLET	G3500	52786541501HE		PA
HOP Energy, LLC	0962	0	0	0959 (Van) ALLENTOWN	1999 CHEVROLET	1999	CHEVROLET	G3500	to be provided post closing		PA
HOP Energy, LLC	0965	0	0	0961 (Misc Vehicle) DiaDel	1999 CHEVROLET	1999	CHEVROLET	Van - G3500	to be provided post closing		PA
HOP Energy, LLC	0968	0	0	0962 (Van) DiaDel	1999 CHEVROLET	1999	CHEVROLET	G3500	to be provided post closing		PA
HOP Energy, LLC	0969	0	0	0965 (Van) ECT	1999 CHEVROLET	1999	CHEVROLET	G3500	to be provided post closing		CT
HOP Energy, LLC	0972	0	0	0968 (Van) ECT	1999 CHEVROLET	1999	CHEVROLET	G3500	to be provided post closing		CT
HOP Energy, LLC	0973	0	0	0969 (Van) ECT	1999 CHEVROLET	1999	CHEVROLET	G3500	to be provided post closing		CT
HOP Energy, LLC	0973	0	0	0972 (Van) ECT	1999 CHEVROLET	1999	CHEVROLET	G3500	to be provided post closing		CT
HOP Energy, LLC	0973	0	0	0973 (Misc Vehicle) ECT	1999 CHEVROLET	1999	CHEVROLET	G3500	to be provided post closing		CT

Exhibit E

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
F - Financed  
D - Dormant  
for Sale  
S - Sold

HOP Unit #

HOP Unit #	Name of Grantor	O - Owned F - Financed D - Dormant for Sale S - Sold	Year	Spec - Make	Description	Spec - Model	Unit	Unit Serial Number	Title #	State where title is issued
0974	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) ECT	1GCHG35RXX1031823	to be provided post closing	CT
0975	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) ECT	1GCHG35R1X1031382	to be provided post closing	CT
0978	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) ECT	1GCHG35R6X1033452	to be provided post closing	CT
0980	HOP Energy, LLC	O	1999	CHEVROLET		G3500 Extended	(Van) TLC	1GCHG35R9X1033313	to be provided post closing	CT
0982	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) TLC	1GCHG35R3X1031478	to be provided post closing	CT
0983	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) TLC	1GCHG35R8X1031282	to be provided post closing	CT
0986	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) TLC	1GCHG35R3X1031689	to be provided post closing	CT
0988	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) TLC	1GCHG35R8X1030973	to be provided post closing	CT
0989	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) TLC	1GCHG35R8X1031539	to be provided post closing	CT
0991	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) TLC	1GCHG35RXX1032577	to be provided post closing	CT
0994	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) AllExp	1GCHG35R8X1036210	to be provided post closing	MA
0996	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) AllExp	1GCHG35R1X1035576	to be provided post closing	MA
0997	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) AllExp	1GCHG35R0X1035469	to be provided post closing	MA
0999	HOP Energy, LLC	O	1999	CHEVROLET		G3500	(Van) AllExp	1GCHG35R9X1032084	to be provided post closing	MA
1009	HOP Energy, LLC	O	1992	DODGE		Van - 350	(Misc Vehicle) BkSw	2B7KB31ZKXK166887	to be provided post closing	PA
1012	HOP Energy, LLC	O	1995	DODGE		Van - 3500	(Misc Vehicle) BkSw	2B7KB31ZKXK571241	48591459902HE	PA
1013	HOP Energy, LLC	O	1997	FORD		E-350	(Van) BkSw	1FTJE34L9VHA33311	50236115602HE	PA
1014	HOP Energy, LLC	O	1996	FORD		350	(Van) BkSw	1FTJE34L9VHA34894	50236130102HE	PA
1016	HOP Energy, LLC	O	1998	FORD		ECONOLINE 350	(Van) BkSw	1FTJE34L9VHA34894	52072090302HE	PA
1021	HOP Energy, LLC	O	1996	MERCURY		SABLE	(Car) BkSw	1MELM500U0TA608423	50010597903HE	PA
1030	HOP Energy, LLC	O	1994	PETERBILT		200-33	(Tank Wagon) ECT	1XPMMH77X7RM608057	025068022	CT
1033	HOP Energy, LLC	O	1996	VOLVO		FE615	(Tank Wagon) BkSw	4Y52ABEHCISR474057	48873284902HE	PA
1035	HOP Energy, LLC	O	1995	VOLVO		FE SERIES	(Tank Wagon) BkSw	VG6M118B7VB302130	49279961003HE	PA
1036	HOP Energy, LLC	O	1996	MACK		MS300P	(Tank Wagon) BkSw	VG6M118B7VB302130	50081029302HE	PA
1037	HOP Energy, LLC	O	1996	MACK		MS300P	(Tank Wagon) TLC	VG6M118B7VB302129	025163975	CT
1038	HOP Energy, LLC	O	1997	MACK		MS300P	(Tank Wagon) BkSw	VG6M118B8WB303219	51486830301HE	PA
1039	HOP Energy, LLC	O	1998	MACK		MS300P	(Tank Wagon) BkSw	VG6M118B8WB303207	52624387002HE	PA
1044	HOP Energy, LLC	O	1990	CHEVROLET		Pickup - 2500	(Misc Vehicle) TLC	1GCGC24K0LE205886	to be provided post closing	CT
1046	HOP Energy, LLC	O	1984	WHITE			(Tank Wagon) AllExp	AS848139	AS848139	MA
1052	HOP Energy, LLC	O	1988	FORD			(Misc Vehicle) AllExp	AS832802	AS832802	MA
1054	HOP Energy, LLC	O	1984	WHITE			(Tank Wagon) AllExp	AS848576	AS848576	MA
1055	HOP Energy, LLC	O	1984	WHITE			(Tank Wagon) AllExp	AS848514	AS848514	MA
1056	HOP Energy, LLC	O	1983	WHITE			(Tank Wagon) AllExp	AS848275	AS848275	MA
1058	HOP Energy, LLC	O	1978	WHITE			(Tank Wagon) AllExp	to be provided post closing	MA	
1059	HOP Energy, LLC	O	1984	WHITE			(Tank Wagon) AllExp	AS856629	AS856629	MA
1061	HOP Energy, LLC	O	1991	INTERNATIONAL		4900	(Tank Wagon) AllExp	AS848393	AS848393	MA
1065	HOP Energy, LLC	O	1985	FORD		T/W	(Misc Unit >26000 #s) AllExp	AS834006	AS834006	MA
1068	HOP Energy, LLC	O	1990	INTERNATIONAL			(Misc Unit >26000 #s) AllExp	AS854697	AS854697	MA
1076	HOP Energy, LLC	O	1990	INTERNATIONAL			(Misc Unit >26000 #s) AllExp	AS837137	AS837137	MA
1079	HOP Energy, LLC	O	1990	FORD			(Tank Wagon) FF MA HUB	to be provided post closing	MA	
1080	HOP Energy, LLC	O	1990	FORD			(Tank Wagon) AllExp	AS836247	AS836247	MA
1084	HOP Energy, LLC	O	1992	KENWORTH			(Tank Wagon) AllExp	AT365278	AT365278	MA
1086	HOP Energy, LLC	O	1995	MACK			(Tank Wagon) AllExp	to be provided post closing	MA	
1088	HOP Energy, LLC	O	1984	WHITE			(Tank Wagon) AllExp	AS852409	AS852409	MA
1089	HOP Energy, LLC	O	1995	MACK			(Tank Wagon) AllExp	AS834098	AS834098	MA
1090	HOP Energy, LLC	O	1990	WHITE			(Tank Wagon) AllExp	AS831755	AS831755	MA
1091	HOP Energy, LLC	O	1990	WHGM			(Tank Wagon) AllExp	AT162646	AT162646	MA

TRADEMARK  
REEL: 003395 FRAME: 0419

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
F - Financed  
D - Dormant  
S - Sold

HOP Unit #	Year	Description	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
HOP Energy, LLC	1092	1092 (Tank Wagon) AllExp	1990 WHGM		4V2DCFMD7LN629543	AS831723	MA
HOP Energy, LLC	1093	1093 (Tank Wagon) AllExp	1990 WHGM		4V2DAFMD0LN629535	AS834549	MA
HOP Energy, LLC	1094	1094 (Tank Wagon) AllExp	1990 WHGM		4V2DAFMD2LN629536	AS833496	MA
HOP Energy, LLC	1095	1095 (Tank Wagon) AllExp	1990 WHGM		4V2DCFMD2LN629546	AS831869	MA
HOP Energy, LLC	1097	1097 (Misc Vehicle) AllExp	1986 FORD	Pickup - F-250 4W/D	2FTHF26HGCB24772	AS854077	MA
HOP Energy, LLC	1099	1099 (Van) AllExp	1998 CHEVROLET	3500	1GCHG35R1W1048519	AT045342	MA
HOP Energy, LLC	1101	1101 (Van) AllExp	1999 CHEVROLET	G3500	1GCHG35R3X1031268	AT152190	MA
HOP Energy, LLC	1122	1122 (Misc Vehicle) FF MA HUB	1995 CHEVROLET	30	1GCGG35K8SF145731	AT168277	MA
HOP Energy, LLC	1134	1134 (Van) AllExp	1995 FORD	E-350	1FTJE34F25HEB94038	AU228034	MA
HOP Energy, LLC	1139	1139 (Van) FF MA HUB	1996 CHEVROLET		1GCGG35K9TF113842	AS834779	MA
HOP Energy, LLC	1144	1144 (Van) AllExp	1998 CHEVROLET		1GCHG35R7W1046645	AT033812	MA
HOP Energy, LLC	1145	1145 (Van) AllExp	1998 CHEVROLET		1GCHG35R2W1048786	AT049283	MA
HOP Energy, LLC	1146	1146 (Misc Vehicle) AllExp	1993 FORD	Pickup - F 150 4X4	1FTEF14N5PNB36041	AT042866	MA
HOP Energy, LLC	1147	1147 (Misc Vehicle) AllExp	1994 FORD	PICKUP	2FTHF25H4RCA11052	AT0317061	MA
HOP Energy, LLC	1161	1161 (Tank Wagon) Valley	1989 INTERNATIONAL	S1900	1HTLDTVN9KH626094	025325480	CT
HOP Energy, LLC	1162	1162 (Tank Wagon) Valley	1994 GMC	TC7HO42	IGDM7H1J6RJ520144	025225856	CT
HOP Energy, LLC	1163	1163 (Tank Wagon) Valley	1995 PETER BILT	200-33	1XPMMH77XSM608530	025134061	CT
HOP Energy, LLC	1164	1164 (Tank Wagon) Valley	1997 PETER BILT	330	3BPNDH8X2VF423369	025135803	CT
HOP Energy, LLC	1166	1166 (Trailer) ALLENTOWN	1988 HEIL	TRAILER	1HLA3A7B1J7G54142	55589802001HE	PA
HOP Energy, LLC	1167	1167 (Misc Vehicle) Valley	1994 DODGE	Van - 250	2B7HB21Y5RK154731	to be provided post closing	CT
HOP Energy, LLC	1169	1169 (Misc Vehicle) Valley	1998 DODGE	Van - B-1500	2B7HB11Y4WK139708	025134528	CT
HOP Energy, LLC	1170	1170 (Misc Vehicle) TLC	1994 DODGE	Van - 250	2B7HB21Y3RK154730	to be provided post closing	CT
HOP Energy, LLC	1171	1171 (Misc Vehicle) Valley	1998 DODGE	Van - 1500	2B7HB11Y3XWK141480	025134527	CT
HOP Energy, LLC	1173	1173 (Car) Corp	2000 NISSAN	MAXIMA	JN1CA31AXYT205261	891278A	NJ
HOP Energy, LLC	1174	1174 (Car) Corp	2000 NISSAN	MAXIMA	JN1CA31A3YT004429	BA502311	MA
HOP Energy, LLC	1175	1175 (Tank Wagon) AllExp	1988 INTERNATIONAL	S1900	1HTLDTVN3JH575366	AT1716831	MA
HOP Energy, LLC	1176	1176 (Tank Wagon) AllExp	1989 INTERNATIONAL	S1900	1HTLDTVN0KH640966	AT1716831	MA
HOP Energy, LLC	1179	1179 (Tank Wagon) AllExp	1997 VOLVO	FE42	4V52AFFD4VR476452	AT1716831	MA
HOP Energy, LLC	1180	1180 (Tank Wagon) AllExp	1997 VOLVO	FE42	4V52AFFD4VR476452	AT1716831	MA
HOP Energy, LLC	1186	1186 (Misc Vehicle) TLC	1994 FORD	Pickup - F-250	1FTHF26HG6RLB63211	AT1716831	MA
HOP Energy, LLC	1187	1187 (Tank Wagon) AllExp	2000 INTERNATIONAL	4900	1HTSDAAN3YH266920	AT1716831	MA
HOP Energy, LLC	1188	1188 (Van) Oexp-Wst	2000 CHEVROLET	G3500X	1GCHG39R2Y1150702	AT1759613	MA
HOP Energy, LLC	1189	1189 (Van) Oexp-Wst	2000 CHEVROLET	G3500X	1GCHG39R3Y1138249	to be provided post closing	MA
HOP Energy, LLC	1190	1190 (Van) Oexp-Wst	2000 CHEVROLET	G3500X	1GCHG39R4Y1138633	AT1752194	MA
HOP Energy, LLC	1194	1194 (Van) Oexp_Cap	2000 CHEVROLET	G3500X	1GCHG39R8Y1138649	AT1756854	MA
HOP Energy, LLC	1196	1196 (Van) AllExp	2000 CHEVROLET	G3500X	1GCHG35RXY1154518	to be provided post closing	MA
HOP Energy, LLC	1197	1197 (Van) AllExp	2000 CHEVROLET	G3500	1GCHG35R1Y1154424	AT1810681	MA
HOP Energy, LLC	1198	1198 (Van) AllExp	2000 CHEVROLET	G3500	1GCHG35R1Y1155119	AT1805291	MA
HOP Energy, LLC	1199	1199 (Van) AllExp	2000 CHEVROLET	G3500	1GCHG35R1Y1155119	AT1801992	MA
HOP Energy, LLC	1200	1200 (Van) AllExp	2000 CHEVROLET	G3500	1GCHG35RXY1154468	AT1763082	MA
HOP Energy, LLC	1201	1201 (Van) AllExp	2000 CHEVROLET	G3500	1GCHG35R3Y1157647	AT1807328	MA
HOP Energy, LLC	1202	1202 (Van) TLC	2000 CHEVROLET	G3500	1GCHG35R9Y1136642	025195550	CT
HOP Energy, LLC	1205	1205 (Van) TLC	2000 CHEVROLET	G3500	1GCHG35R6Y1138462	025243722	CT
HOP Energy, LLC	1206	1206 (Van) TLC	2000 CHEVROLET	G3500	1GCHG35R6Y1138462	025243722	CT
HOP Energy, LLC	1207	1207 (Van) TLC	2000 CHEVROLET	G3500	1GCHG35R6Y1138932	025243723	CT
HOP Energy, LLC	1208	1208 (Van) TLC	2000 CHEVROLET	G3500	1GCHG35R5Y1137934	025243721	CT
HOP Energy, LLC	1209	1209 (Van) TLC	2000 CHEVROLET	G3500	1GCHG35R1Y1137817	025315451	CT
HOP Energy, LLC	1209	1209 (Van) TLC	2000 CHEVROLET	G3500	1GCHG35R9Y1139220	025315454	CT

Title Documents

Vehicles subject to certificates of title:

Name of Grantor		HOP Unit #		Description		Spec - Make		Spec - Model		Unit Serial Number		Title #		State where title is issued	
		for Sale													
		S - Sold													
		O - Owned													
		F - Financed													
		D - Dormant													
HOP Energy, LLC		1210	0	1210 (Van) TLC	CHEVROLET	G3500	G3500	IGCHG35RXY1138822	025243718	CT					
HOP Energy, LLC		1211	0	1211 (Van) TLC	CHEVROLET	G3500	G3500	IGCHG35RXY1139142	025243720	CT					
HOP Energy, LLC		1212	0	1212 (Van) ECT	CHEVROLET	G3500X	G3500X	IGCHG39R8Y1154110	0252225799	CT					
HOP Energy, LLC		1213	0	1213 (Van) ECT	CHEVROLET	G3500X	G3500X	IGCHG39R7Y1150646	0252225798	CT					
HOP Energy, LLC		1214	0	1214 (Van) Valley	CHEVROLET	G3500X	G3500X	IGCHG39R2Y1153423	025243729	CT					
HOP Energy, LLC		1215	0	1215 (Van) Valley	CHEVROLET	G3500X	G3500X	IGCHG39R3Y1150810	0252225797	CT					
HOP Energy, LLC		1216	0	1216 (Van) Valley	CHEVROLET	G3500X	G3500X	IGCHG39R1Y1153252	0252225795	CT					
HOP Energy, LLC		1218	0	1218 (Van) Valley	CHEVROLET	G3500	G3500	IGCHG35R7Y1137082	025243719	CT					
HOP Energy, LLC		1219	0	1219 (Misc Vehicle) FF CT HUB	CHEVROLET	Van - G3500	Van - G3500	IGCHG35R7Y1154752	025243724	CT					
HOP Energy, LLC		1220	0	1220 (Van) ALLENTOWN	CHEVROLET	G3500X	G3500X	IGCHG39R8Y1137601	54065475601HE	PA					
HOP Energy, LLC		1221	0	1221 (Van) ALLENTOWN	CHEVROLET	G3500X	G3500X	IGCHG39R6Y1137208	54073096401HE	PA					
HOP Energy, LLC		1222	0	1222 (Van) BkSw	CHEVROLET	G3500X	G3500X	IGCHG39RXY1139284	54227403201HE	PA					
HOP Energy, LLC		1223	0	1223 (Van) BkSw	CHEVROLET	G3500X	G3500X	IGCHG39R9Y1138918	54224695101HE	PA					
HOP Energy, LLC		1224	0	1224 (Van) DiaDel	CHEVROLET	G3500X	G3500X	IGCHG39R2Y1137559	54065595101HE	PA					
HOP Energy, LLC		1226	0	1226 (Van) DiaDel	CHEVROLET	G3500X	G3500X	IGCHG39RXY1138345	54306779101HE	PA					
HOP Energy, LLC		1228	0	1228 (Van) DiaDel	CHEVROLET	G3500X	G3500X	IGCHG35R8Y1155330	54068135901HE	PA					
HOP Energy, LLC		1229	0	1229 (Van) DiaDel	CHEVROLET	G3500	G3500	IGCHG35R5Y1154460	54306820001HE	PA					
HOP Energy, LLC		1230	0	1230 (Misc Vehicle) ALLENTOWN	WELLS CARGO	Trailer - TOTE WAGON	Trailer - TOTE WAGON	1WC200E19Y1090567	to be provided post closing	PA					
HOP Energy, LLC		1235	0	1235 (Tank Wagon) ECT	FORD	LN 8000	LN 8000	IFDXR82E8TVAA01069	AU031285	MA					
HOP Energy, LLC		1236	0	1236 (Tank Wagon) AllExp	FORD	LNT8000	LNT8000	IFDZWR82E7VVA17073	AU034293	MA					
HOP Energy, LLC		1241	0	1241 (Car) AllExp	TOYOTA	TAHOE 10706	TAHOE 10706	4T1BF28B7YU026720	BA520774	MA					
HOP Energy, LLC		1242	0	1242 (Car) Corp	CHEVROLET	PATHFINDER	PATHFINDER	IGNEK13R6XJ557653	54485872901HE	PA					
HOP Energy, LLC		1243	0	1243 (Car) Corp	NISSAN	I-30	I-30	JN8AR074Y4W439611	to be provided post closing	PA					
HOP Energy, LLC		1244	0	1244 (Car) ALLENTOWN	INFINITI	WELLS CARGO	WELLS CARGO	JNKCA31A7Y1112080	to be provided post closing	PA					
HOP Energy, LLC		1248	0	1248 (Misc Vehicle) BkSw	NISSAN	Trailer - TOTE WAGON	Trailer - TOTE WAGON	1WC200E10Y1090568	to be provided post closing	PA					
HOP Energy, LLC		1251	0	1251 (Car) Brooklyn	MERCURY	Mountaineer	Mountaineer	4MZZU86P3YU45143	to be provided post closing	PA					
HOP Energy, LLC		1252	0	1252 (Misc Vehicle) BkSw	CHEVROLET	LN 8000	LN 8000	IFDYW82A9KVA37121	55125031701HE	PA					
HOP Energy, LLC		1253	0	1253 (Tank Wagon) AllExp	FORD	4900	4900	IFDYW82A9KVA37121	AV374958	MA					
HOP Energy, LLC		1256	0	1256 (Tank Wagon) ECT	INTERNATIONAL	4900	4900	IHTSDAAAN5SH671488	to be provided post closing	CT					
HOP Energy, LLC		1257	0	1257 (Tank Wagon) TLC	INTERNATIONAL	4900	4900	IHTSDAAN5SH671488	026040048	CT					
HOP Energy, LLC		1258	0	1258 (Tank Wagon) TLC	INTERNATIONAL	4900	4900	IHTSHNZR5NH428612	026064849	CT					
HOP Energy, LLC		1259	0	1259 (Tank Wagon) Metro	FORD	L8000	L8000	IFDYS82E8SVA17960	U742088	NJ					
HOP Energy, LLC		1260	0	1260 (Tank Wagon) Metro	FORD	L8000	L8000	4V2DAFNDXSN694003	U742124	NJ					
HOP Energy, LLC		1261	0	1261 (Tank Wagon) Metro	FORD	WHITE	WHITE	4V52AECC6SR474345	U742126	NJ					
HOP Energy, LLC		1262	0	1262 (Tank Wagon) Metro	FORD	VOLVO	VOLVO	IFDYS82E8SVA17961	U742126	NJ					
HOP Energy, LLC		1263	0	1263 (Tank Wagon) Metro	FORD	L8000	L8000	IFDYD80VGDVA20153	U742133	NJ					
HOP Energy, LLC		1264	0	1264 (Misc Unit >26000 #s) Metro	FORD	T/W - C8000	T/W - C8000	4VMDCLPF9XN773359	U742078	NJ					
HOP Energy, LLC		1265	0	1265 (Tank Wagon) Metro	VOLVO	S1900	S1900	IHTLDTVYN4HH486514	U742156	NJ					
HOP Energy, LLC		1266	0	1266 (Tank Wagon) FF NY HUB	INTERNATIONAL	MIDLINER	MIDLINER	VG6M118B8S301337	to be provided post closing	NJ					
HOP Energy, LLC		1274	0	1274 (Tank Wagon) FF SOUTHERN HUB	MACK	L8000	L8000	IFDYS82A8KVA57582	to be provided post closing	NJ					
HOP Energy, LLC		1277	0	1277 (Tank Wagon) Metro	FORD	L8000	L8000	IFDYS82A5NVA17870	Y044958	NJ					
HOP Energy, LLC		1278	0	1278 (Tank Wagon) Metro	FORD	L8000	L8000	IFDYS82A7NVA17871	Y044954	NJ					
HOP Energy, LLC		1279	0	1279 (Tank Wagon) Metro	FORD	L8000	L8000	IFDZY90L9PVA03910	U742081	NJ					
HOP Energy, LLC		1280	0	1280 (Tank Wagon) Metro	FORD	L8000	L8000	IFDYS82E7PVA16970	U742079	NJ					
HOP Energy, LLC		1281	0	1281 (Tank Wagon) Metro	FORD	L8000	L8000	IFDYS82E5RVA27002	Y044955	NJ					
HOP Energy, LLC		1282	0	1282 (Tank Wagon) Metro	FORD	L8000	L8000	IFDYS82E7RVA27003	U742136	NJ					
HOP Energy, LLC		1283	0	1283 (Tank Wagon) Metro	FORD	L8000	L8000			NJ					

Exhibit E

Title Documents

Vehicles subject to certificates of title:

Name of Grantor	HOP Unit #	O - Owned		Unit	Year	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
		F - Financed	D - Dormant							
		for Sale								
		S - Sold								
HOP Energy, LLC	1284	O		1284 (Tank Wagon) Metro	1995	FORD	L9000	IFDZY90L0SV A32673	U742138	NJ
HOP Energy, LLC	1294	O		1294 (Van) FF NNJ HUB	1989	FORD	E350	IFTJE34H9KHC40899	U459607	NJ
HOP Energy, LLC	1303	O		1303 (Misc Vehicle) TLC	1994	CHEVROLET	Pickup K2500	ICGGK24F7RE249303	U459756	CT
HOP Energy, LLC	1307	O		1307 (Misc Vehicle) Metro	1994	FORD	Van - AEROSTAR	IFTDA14U0SZ A59310	U459772	NJ
HOP Energy, LLC	1310	O		1310 (Van) Metro	1997	CHEVROLET	3500	ICGCHG35F1V1057158	U459818	NJ
HOP Energy, LLC	1312	O		1312 (Van) FF NNJ HUB	1994	FORD	E-350	IFTJE34H6RHA53758	U459775	NJ
HOP Energy, LLC	1315	O		1315 (Van) Metro	1999	GMC	3500	IGTHG35FX1038602	U459806	NJ
HOP Energy, LLC	1320	O		1320 (Misc Vehicle) Metro	1994	CHEVROLET	Pickup - S-10	IGCCT14W1R8192391	U459585	NJ
HOP Energy, LLC	1321	O		1321 (Misc Vehicle) Metro	2000	GMC	Rack Truck - 3500	IGDJK34F2YF459923	U459816	NJ
HOP Energy, LLC	1322	O		1322 (Misc Vehicle) Metro	2000	GMC	Pickup - 3500 4X4	IGTHK34ROYR119486	U459813	NJ
HOP Energy, LLC	1327	O		1327 (Car) Corp	1998	VOLVO	V70XC	YV1LZ5643W2472310	028594425	CT
HOP Energy, LLC	1328	O		1328 (Car) ALLENTOWN	2001	JEEP	GRAND CHEROKEE	1U4GW48S11C673254	5615526440IHE	PA
HOP Energy, LLC	1329	O		1329 (Car) Corp	1999	TOYOTA	Clamy CE	4T1BG22KXXU476267	to be provided post closing	DE
HOP Energy, LLC	1330	O		1330 (Car) TLC	2001	FORD	EXPLORER XLT	IFMZU73E61Z A47425	to be provided post closing	CT
HOP Energy, LLC	1331	O		1331 (Car) Oexp_Cap	2001	FORD	EXPLORER XLT	IFMZU73E31Z A42151	to be provided post closing	MA
HOP Energy, LLC	1332	O		1332 (Car) Corp	2001	PONTIAC	BONNEVILLE	1G2HX54K214288495	AZ115634	MA
HOP Energy, LLC	1333	O		1333 (Tank Wagon) TLC	1994	FORD	LTA9000	IFTYY95U4RVA43042	026640562	CT
HOP Energy, LLC	1334	O		1334 (Tank Wagon) TLC	1994	FORD	LTA9000	IFTYY95U6RVA43043	to be provided post closing	CT
HOP Energy, LLC	1335	O		1335 (Van) AllExp	2002	FORD	E-350 Extended	IFTS34L02HA14039	see note A below	MA
HOP Energy, LLC	1336	O		1336 (Van) AllExp	2002	FORD	E-350 Extended	IFTS34L72HA14040	see note A below	MA
HOP Energy, LLC	1337	O		1337 (Van) AllExp	2002	FORD	E-350 Extended	IFTS34L92HA14041	see note A below	MA
HOP Energy, LLC	1338	O		1338 (Van) TLC	2002	FORD	E-350	IFTSE34LX2HA14007	see note A below	CT
HOP Energy, LLC	1339	O		1339 (Van) TLC	2002	FORD	E-350	IFTSE34L12HA14008	see note A below	CT
HOP Energy, LLC	1341	O		1341 (Van) TLC	2002	FORD	E-350 Extended	IFTS34L52HA14022	see note A below	CT
HOP Energy, LLC	1342	O		1342 (Van) TLC	2002	FORD	E-350 Extended	IFTS34L72HA14023	see note A below	CT
HOP Energy, LLC	1343	O		1343 (Van) TLC	2002	FORD	E-350 Extended	IFTS34L92HA14024	see note A below	CT
HOP Energy, LLC	1344	O		1344 (Van) TLC	2002	FORD	E-350 Extended	IFTS34L22HA14026	see note A below	CT
HOP Energy, LLC	1345	O		1345 (Van) TLC	2002	FORD	E-350 Extended	IFTS34L42HA14027	see note A below	CT
HOP Energy, LLC	1346	O		1346 (Van) TLC	2002	FORD	E-350 Extended	IFTS34L62HA14028	see note A below	CT
HOP Energy, LLC	1347	O		1347 (Van) ECT	2002	FORD	E-350 Extended	IFTS34L82HA14029	see note A below	CT
HOP Energy, LLC	1348	O		1348 (Van) ECT	2002	FORD	E-350 Extended	IFTS34L42HA14030	see note A below	CT
HOP Energy, LLC	1349	O		1349 (Van) ECT	2002	FORD	E-350 Extended	IFTS34L52HA14005	see note A below	CT
HOP Energy, LLC	1350	O		1350 (Van) TLC	2002	FORD	E-350 Extended	IFTS34L72HA14006	see note A below	CT
HOP Energy, LLC	1351	O		1351 (Misc Vehicle) ECT	2002	FORD	Van - E-350 CLUB CAB	IFTS34L52HA14005	see note A below	CT
HOP Energy, LLC	1353	O		1353 (Van) Oexp-Wst	2002	FORD	E-350 Extended	IFTS34L22HA14036	see note A below	MA
HOP Energy, LLC	1354	O		1354 (Van) Oexp-Wst	2002	FORD	E-350 Extended	IFTS34L72HA14037	see note A below	MA
HOP Energy, LLC	1355	O		1355 (Van) Terry	2002	FORD	E-350 Extended	IFTS34L32HA14035	see note A below	MA
HOP Energy, LLC	1356	O		1356 (Van) Valley	2002	FORD	E-350	IFTS34L32HA14009	see note A below	CT
HOP Energy, LLC	1357	O		1357 (Van) Valley	2002	FORD	E-350 Extended	IFTS34L62HA14031	see note A below	CT
HOP Energy, LLC	1358	O		1358 (Van) Valley	2002	FORD	E-350 Extended	IFTS34L82HA14032	see note A below	CT
HOP Energy, LLC	1360	O		1360 (Van) Valley	2002	FORD	E-350 Extended	IFTS34L12HA14034	see note A below	CT
HOP Energy, LLC	1361	O		1361 (Van) ALLENTOWN	2002	FORD	E-350	IFTS34LX2HA14010	see note A below	PA
HOP Energy, LLC	1362	O		1362 (Van) ALLENTOWN	2002	FORD	E-350	IFTS34L12HA14011	see note A below	PA
HOP Energy, LLC	1363	O		1363 (Van) ALLENTOWN	2002	FORD	E-350	IFTS34L32HA14012	see note A below	PA
HOP Energy, LLC	1364	O		1364 (Van) ALLENTOWN	2002	FORD	E-350	IFTS34L52HA14013	see note A below	PA
HOP Energy, LLC	1365	O		1365 (Van) ALLENTOWN	2002	FORD	E-350	IFTS34L72HA14014	see note A below	PA
HOP Energy, LLC	1366	O		1366 (Van) ALLENTOWN	2002	FORD	E-350	IFTS34L92HA14015	see note A below	PA

TRADEMARK

REEL: 003395 FRAME: 0422

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
 F - Financed  
 D - Dormant  
 for Sale  
 S - Sold

HOP Unit #	Year	Spec - Make	Spec - Model	Description	Unit
HOP Energy, LLC	2002	FORD	E-350	1367 (Van) ALLENTOWN	ALLENTOWN
HOP Energy, LLC	2002	FORD	E-350	1368 (Van) ALLENTOWN	ALLENTOWN
HOP Energy, LLC	2002	FORD	E-350	1369 (Van) ALLENTOWN	ALLENTOWN
HOP Energy, LLC	2002	FORD	E-350	1370 (Van) ALLENTOWN	ALLENTOWN
HOP Energy, LLC	2002	FORD	E-350	1371 (Van) ALLENTOWN	ALLENTOWN
HOP Energy, LLC	2002	FORD	E-350 Extended	1372 (Van) DiaDel	DiaDel
HOP Energy, LLC	2002	FORD	E-350 Extended	1373 (Van) DiaDel	DiaDel
HOP Energy, LLC	2002	FORD	E-350 Extended	1374 (Van) DiaDel	DiaDel
HOP Energy, LLC	2002	FORD	E-350 Extended	1375 (Van) DiaDel	DiaDel
HOP Energy, LLC	2002	FORD	E-350 Extended	1376 (Van) DiaDel	DiaDel
HOP Energy, LLC	2002	FORD	E-350 Extended	1377 (Van) DiaDel	DiaDel
HOP Energy, LLC	2002	FORD	E-350	1378 (Van) DiaDel	DiaDel
HOP Energy, LLC	2002	FORD	E-350	1379 (Van) BkSw	BkSw
HOP Energy, LLC	2002	FORD	E-350	1380 (Van) BkSw	BkSw
HOP Energy, LLC	2002	FORD	Van - E-350	1381 (Misc Vehicle) BkSw	BkSw
HOP Energy, LLC	2002	FORD	E-350	1382 (Van) BkSw	BkSw
HOP Energy, LLC	2002	FORD	E-350	1383 (Van) BkSw	BkSw
HOP Energy, LLC	2002	FORD	E-350	1384 (Van) BkSw	BkSw
HOP Energy, LLC	2001	ACURA	37CL	1385 (Car) Metro	Metro
HOP Energy, LLC	2002	CHEVROLET	Trailblazer	1387 (Car) Valley	Valley
HOP Energy, LLC	1987	FORD	Pickup - F-250	1389 (Misc Vehicle) Terry	Terry
HOP Energy, LLC	2001	DODGE	2500	1391 (Van) Metro	Metro
HOP Energy, LLC	2001	DODGE	2500	1393 (Van) Metro	Metro
HOP Energy, LLC	1995	CHEVY	VAN	1395 (Misc Vehicle) Metro	Metro
HOP Energy, LLC	1992	CHEVROLET	VAN	1396 (Misc Vehicle) Metro	Metro
HOP Energy, LLC	1995	CHEVY	3500	1397 (Van) Metro	Metro
HOP Energy, LLC	1990	GMC	CUBE VAN	1398 (Misc Vehicle) AllExp	AllExp
HOP Energy, LLC	1989	MACK	MR690P	1403 (Tank Wagon) FF NNJ HUB	FF NNJ HUB
HOP Energy, LLC	1990	MACK	MR690P	1405 (Tank Wagon) Metro	Metro
HOP Energy, LLC	2000	GMC	G 35	1409 (Van) Valley	Valley
HOP Energy, LLC	2001	FORD	E350SD	1410 (Van) Valley	Valley
HOP Energy, LLC	1997	FORD	PICKUP	1411 (Misc Vehicle) Valley	Valley
HOP Energy, LLC	1992	INTERNATIONAL	TW4900	1413 (Tank Wagon) FF CT HUB	FF CT HUB
HOP Energy, LLC	1995	INTERNATIONAL	TW4900	1415 (Tank Wagon) Valley	Valley
HOP Energy, LLC	1999	INTERNATIONAL	TW4900	1416 (Tank Wagon) Valley	Valley
HOP Energy, LLC	1997	INTERNATIONAL	4900E	1441 (Tank Wagon) TLC	TLC
HOP Energy, LLC	2003	CHEVROLET	3500 EXPRESS Extended	1461 (Van) TLC	TLC
HOP Energy, LLC	1992	FORD	Van - 350	1462 (Misc Vehicle) Brooklyn	Brooklyn
HOP Energy, LLC	2002	INFINITI	I-35	1463 (Car) Corp	Corp
HOP Energy, LLC	1998	GMC	Truck - 3500	1476 (Misc Vehicle) BkSw	BkSw
HOP Energy, LLC	1999	GMC	SAFARI	1477 (Van) Brooklyn	Brooklyn
HOP Energy, LLC	1999	GMC	SAFARI	1479 (Van) Brooklyn	Brooklyn
HOP Energy, LLC	1999	GMC	SAFARI	1480 (Van) Brooklyn	Brooklyn
HOP Energy, LLC	2000	GMC	SAFARI	1481 (Van) Brooklyn	Brooklyn
HOP Energy, LLC	2003	CHEVROLET	TRAILBLAZER LS	1482 (Car) ECT	ECT
HOP Energy, LLC	2000	GMC	SAFARI	1483 (Van) Brooklyn	Brooklyn
HOP Energy, LLC	2001	GMC	SAVANA	1485 (Van) Brooklyn	Brooklyn

Title #

Unit Serial Number	Title #	State where title is issued
IFTSE34L02HA14016	see note A below	PA
IFTSE34L22HA14017	see note A below	PA
IFTSE34L42HA14018	see note A below	PA
IFTSE34L62HA14019	see note A below	PA
IFTSE34L22HA14020	see note A below	PA
IFTSS34L02HA14042	see note A below	PA
IFTSS34L22HA14043	see note A below	PA
IFTSS34L42HA14044	see note A below	PA
IFTSS34L62HA14045	see note A below	PA
IFTSS34L82HA14046	see note A below	PA
IFTSS34LX2HA14047	see note A below	PA
IFTSS34L12HA14048	see note A below	PA
IFTSE34L62HA15932	see note A below	PA
IFTSE34L82HA15933	see note A below	PA
IFTSE34LX2HA15934	see note A below	PA
IFTSE34L12HA15935	see note A below	PA
IFTSE34L32HA15936	see note A below	PA
IFTSE34L52HA15937	see note A below	PA
19UYA42411A038681	to be provided post closing	NJ
IGNDT135522232741	to be provided post closing	PA
LFTF26NXXHNA86080	to be provided post closing	MA
2B7JB21Y91K560968	to be provided post closing	NJ
2B7JB21Y31K506405	to be provided post closing	NJ
1GCHG35K8SF134247	to be provided post closing	NJ
1GCGG35K6N7120888	to be provided post closing	NJ
1GCGG35K1SF157171	to be provided post closing	NJ
2GBHG31K1K4137412	to be provided post closing	MA
1M2K168C8KM002125	to be provided post closing	NJ
1M2K137C7L0003174	to be provided post closing	NJ
1GTHG35F6Y1100249	026907329	CT
IFTSE34F41HA09541	026907016	CT
IFDKF37FSVEC24034	026906832	CT
IHTSDPPN9H436087	to be provided post closing	NJ
IHTSDAAN55H657574	026901973	CT
IHTSDAAN5XH615624	029359427	CT
IHTSDAAN8VH433557	to be provided post closing	CT
1GCHG39J931105530	to be provided post closing	CT
IFTJ534HXNH172509	889382B	NY
JNKDA31A0ZT031732	to be provided post closing	CT
1GDKC34F2WJ503138	to be provided post closing	PA
IGTDM19W9XB504256	824667X	NY
IGTDM19W8XB533344	618508H	NY
IGTDM19WXXB53376	888442B	NY
IGTDM19W2YB519280	569314D	NY
IGNDT13S43232175	32690249	MD
IGTDM19W7YB520375	134495Y	NY
IGTFG15W81118057	059484U	NY

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
F - Financed  
D - Dormant  
HOP Unit for Sale  
S - Sold

Description

HOP Unit #	Year	Spec - Make	Spec - Model	Unit
1486	2001	GMC	SAVANA	1486 (Van) Brooklyn
1487	2001	FORD	250	1487 (Van) Brooklyn
1488	2001	FORD	250	1488 (Van) Brooklyn
1489	1986	CHEVROLET	Truck - C-30	1489 (Misc Vehicle) Brooklyn
1490	1997	INTERNATIONAL	4900E	1490 (Tank Wagon) Metro
1492	1997	INTERNATIONAL	4900E	1492 (Tank Wagon) ECT
1495	2000	GMC	4WD	1495 (Car) ECT
1496	2000	ACURA	3.2 TL	1496 (Car) Metro
1497	2001	ACURA	3.2 TL	1497 (Car) Corp
1498	1987	SAAB SCANIA	112H	1498 (Tank Wagon) Brooklyn
1501	1989	MACK	RD690S	1501 (Tank Wagon) Brooklyn
1502	1989	MACK	RD690S	1502 (Tank Wagon) Brooklyn
1504	1990	INTERNATIONAL	49006X	1504 (Tank Wagon) Brooklyn
1506	1991	WHITE	WG64	1506 (Tank Wagon) Brooklyn
1507	1991	WHITE	WG64	1507 (Tank Wagon) Brooklyn
1508	1992	WHITE	WG64	1508 (Tank Wagon) Brooklyn
1509	1992	WHITE	WG64	1509 (Tank Wagon) Brooklyn
1510	1992	MACK	RD690S	1510 (Tank Wagon) Brooklyn
1511	1992	KENWORTH	CS1	1511 (Tank Wagon) Brooklyn
1512	1994	VOLVO	FE42	1512 (Tank Wagon) FF NY HUB
1513	1995	FORD	LN 8000	1513 (Tank Wagon) FF NY HUB
1514	1997	VOLVO	WG64	1514 (Tank Wagon) Brooklyn
1515	2002	FREIGHTLINER	FL112	1515 (Tank Wagon) Brooklyn
1518	2002	FREIGHTLINER	FL 80	1518 (Tank Wagon) Metro
1522	1989	VOLVO	WX 42	1522 (Tank Wagon) Metro
1523	1990	VOLVO	VOLVO	1523 (Tank Wagon) Metro
1524	1994	VOLVO	VE-7	1524 (Tank Wagon) Metro
1525	1997	VOLVO	VE-7	1525 (Tank Wagon) Metro
1527	1991	INTERNATIONAL	4900	1527 (Tank Wagon) FF NY HUB
1528	2001	GMC	3500	1528 (Van) Metro
1529	2001	GMC	3500	1529 (Van) Metro
1530	2001	GMC	3500	1530 (Van) Metro
1532	1987	GMC	2500	1532 (Van) FF SOUTHERN HUB
1536	1995	GMC	2500	1536 (Van) Metro
1537	1997	GMC	3500	1537 (Van) Metro
1538	1999	GMC	3500	1538 (Van) Metro
1544	1982	FORD	Truck - 350	1544 (Misc Vehicle) DiabDel
1546	1994	CHEVROLET	Pickup - S-10	1546 (Misc Vehicle) ALLENTOWN
1549	1990	INTERNATIONAL	4900	1549 (Tank Wagon) FF NY HUB
1551	1992	INTERNATIONAL	4900	1551 (Tank Wagon) FF MA HUB
1552	1994	INTERNATIONAL	4900	1552 (Tank Wagon) FF MA HUB
1553	1994	INTERNATIONAL	4900	1553 (Tank Wagon) FF MA HUB
1555	1995	MACK	CS 300P	1555 (Tank Wagon) Oexp_Cap
1556	1989	FORD	LN 8000	1556 (Tank Wagon) Oexp_Cap
1558	1989	FORD	LN 8000	1558 (Tank Wagon) FF MA HUB
1559	1997	FORD	LN 8000	1559 (Tank Wagon) FF MA HUB
1560	1989	VOLVO	LN 8000	1559 (Tank Wagon) FF MA HUB
1560	1998	FORD	F 800	1560 (Tank Wagon) FF MA HUB

Unit Serial Number	Title #	State where title is issued
IGTHG35FX11118940	245677Z	NY
IFTNE24L1HA99406	124448Q	NY
IFTNE24L51HA94452	235552S	NY
IGBIC34MXG142590	494260	NY
IHTSDAAN9VH43499	355525C	NJ
IHTSDAAN3VH461346	02811623	CT
IGKDT13W3Y2119387	028094654	CT
I9UUA5666Y/A041215	374392K	NY
I9UUA5666Y/A041215	to be provided post closing	NY
YS2PH42Z0H1122387	434723T	NY
IM2P198C1K/W004052	530607G	NY
IM2P198C3K/W004053	to be provided post closing	NY
IHTSHZ3R5LH207511	944552B	NY
4V21CBME5MR811028	203465V	NY
4V21CBME1MR810958	944652B	NY
4V21CBJFNR815589	800551A	NY
4V21CBJFNR815589	638284D	NY
IM2B21C1N/M009972	203455V	NY
INKBLA0X2N1576739	034129Z	NY
4V52ADHD8R473299	128454U	NY
IFDXR82E6SVA77016	880767X	NY
4V51CBJFVR855252	290732S	NY
IFVHBGASX2HJ83843	379981J	NY
IFVABXAK42HJ72273	Z178679	NJ
4V2DADVD5KKN610188	Z177995	NJ
4V2DAFAD0LN629331	Z177997	NJ
4V2DAFAD0LN629331	Z177996	NJ
4V5DAFFD2VR736520	Z178000	NJ
IHTSDZ7N9MH336291	Z178001	NJ
IGTHG35F911229608	Z177993	NJ
IGTHG35F711228232	Z177992	NJ
IGTEG25H3H7509420	Z177990	NJ
IGTEG25H3H7509420	Z178012	NJ
IGTHG35FXV1028919	Z178678	NJ
IGTHG35FXV1028919	Z178677	NJ
IGTHG35F6X1051455	Z177989	NJ
2FDKFX37ZCCA43935	to be provided post closing	PA
IGCCS1946RK135441	5995384490JHE	PA
IHTSDZ2R8LH254660	to be provided post closing	MA
IHTSDPNUN5H413642	AZ108771	MA
IHTSDPPN2R4551927	to be provided post closing	MA
VG6BA09B6SB701087	AZ089971	MA
IFDXR82A5KV451553	to be provided post closing	MA
IFDXR82A7KV451554	AZ112132	MA
IFDXR82E9VV/A01875	to be provided post closing	MA
YB3U6A3A7KB428688	to be provided post closing	MA
IFDXR82E9VV/A01875	AZ094231	MA

Title Documents

Vehicles subject to certificates of title:

Name of Grantor	HOP Unit #	O - Owned		Unit	Description	Year	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
		F - Financed									
		D - Dormant									
HOP Energy, LLC	1561	O		1561 (Tank Wagon) FF MA HUB	1997	VOLVO	FE42	4V52AFED6VR476324	AZ108042	MA	
HOP Energy, LLC	1562	O		1562 (Tank Wagon) FF MA HUB	1993	MACK	R3690S	IM2AM20COPM002196	AZ097755	MA	
HOP Energy, LLC	1564	O		1564 (Tank Wagon) ALLENTOWN	1993	GMC	TOPKICK	IGDHH7H1J1P1500378	to be provided post closing	PA	
HOP Energy, LLC	1597	O		1597 (Tank Wagon) Brooklyn	1999	GMC	TOP KICK	IGDTH4CXJ517785	909909Z	NY	
HOP Energy, LLC	1598	O		1598 (Tank Wagon) Brooklyn	1999	GMC	TOP KICK	IGDT7H4CXJ517565	549732K	NY	
HOP Energy, LLC	1601	O		1601 (Tank Wagon) Brooklyn	1986	MACK	DM 686 SX	IM2B128C1GA012206	2613860	NY	
HOP Energy, LLC	1602	O		1602 (Tank Wagon) Brooklyn	1988	MACK	RD 686 S	IM2P138CA1A017063	858952B	NY	
HOP Energy, LLC	1603	O		1603 (Tank Wagon) Brooklyn	1995	MACK	RD 690 S	IM2P264CSM017474	856285E	NY	
HOP Energy, LLC	1604	O		1604 (Misc Vehicle) FF NY HUB	1996	CHEVROLET	Van - ASTRO	IGCDL19W3TB124862	to be provided post closing	NY	
HOP Energy, LLC	1605	O		1605 (Van) Brooklyn	2002	CHEVROLET	ASTRO	IGCDL19X02B132634	7811254D	NY	
HOP Energy, LLC	1608	O		1608 (Tank Wagon) FF NY HUB	1995	FORD	LN 8000	IFDYW82E3SV A65709	to be provided post closing	NY	
HOP Energy, LLC	1609	O		1609 (Misc Vehicle) BkSw	2004	MUDHENS	Utility Trailer	IM9SF14184M505182	60701334801HE	PA	
HOP Energy, LLC	1610	O		1610 (Tank Wagon) FF NY HUB	2001	MACK	RD690S	IM2P296C61M056674	to be provided post closing	NY	
HOP Energy, LLC	1611	O		1611 (Tank Wagon) FF NY HUB	2001	MACK	RD690S	IM2P296C31M056672	to be provided post closing	NY	
HOP Energy, LLC	1612	O		1612 (Tank Wagon) FF NY HUB	2000	STERLING	L19513S	2FZXEDDBY AB22281	to be provided post closing	NY	
HOP Energy, LLC	1613	O		1613 (Tank Wagon) FF NY HUB	1995	FORD	LN 8000	IFDYW82E3SV A65519	to be provided post closing	NY	
HOP Energy, LLC	1614	O		1614 (Tank Wagon) FF NY HUB	2000	FORD	F 750	3FEXF75N6YMA00840	to be provided post closing	NY	
HOP Energy, LLC	1615	O		1615 (Tank Wagon) FF NY HUB	2000	STERLING	ACTERRA	2FZAAMAK01AF70827	to be provided post closing	NY	
HOP Energy, LLC	1616	O		1616 (Tank Wagon) FF NY HUB	2000	FREIGHT LINER	FL-80	IFVXJBB8YHA56143	to be provided post closing	NY	
HOP Energy, LLC	1618	O		1618 (Tank Wagon) FF NY HUB	2000	STERLING	L19513S	2FZXEDDBY AB22283	to be provided post closing	NY	
HOP Energy, LLC	1619	O		1619 (Tank Wagon) FF NY HUB	1995	FORD	RD690S	IM2P296C41M056673	to be provided post closing	NY	
HOP Energy, LLC	1620	O		1620 (Tank Wagon) FF NY HUB	2000	STERLING	L19513S	IFDYW82E22SV A65250	to be provided post closing	NY	
HOP Energy, LLC	1621	O		1621 (Tank Wagon) FF NY HUB	2000	STERLING	L19513S	2FZXEDDBY AB22282	to be provided post closing	NY	
HOP Energy, LLC	1622	O		1622 (Tank Wagon) FF NY HUB	1995	FORD	LN8000	IFDYW82E3SV A65520	to be provided post closing	NY	
HOP Energy, LLC	1623	O		1623 (Tank Wagon) FF NY HUB	1995	FORD	LN 8000	IFDYW82E4SV A65251	to be provided post closing	NY	
HOP Energy, LLC	1625	O		1625 (Trailer) FF NY HUB	1970	FRUE HAUF	R686ST	UNM391003	to be provided post closing	NY	
HOP Energy, LLC	1626	O		1626 (Tractor) FF NY HUB	1987	MACK	CH	IM2N179Y1HA005682	to be provided post closing	NY	
HOP Energy, LLC	1628	O		1628 (Tractor) FF NY HUB	1992	MACK	CH	IM2AA12Y4NW016762	to be provided post closing	NY	
HOP Energy, LLC	1629	O		1629 (Trailer) FF NY HUB	1987	HEIL		IHLA3A7B7H7H53428	to be provided post closing	NY	
HOP Energy, LLC	1632	O		1632 (Misc Vehicle) FF NY HUB	2001	GMC	Truck - 3500	3GDK34F1M115670	to be provided post closing	NY	
HOP Energy, LLC	1634	O		1634 (Car) FF NY HUB	2002	GMC	YUKON	3GKGK26G3G245161	to be provided post closing	NY	
HOP Energy, LLC	1637	O		1637 (Tank Wagon) TLC	1998	INTERNATIONAL	4900E	IHTSDAAN7WH507410	029359430	CT	
HOP Energy, LLC	1664	O		1664 (Tank Wagon) FF CT HUB	2000	INTERNATIONAL	4900	IHTSDAANIYH240896	028588701	CT	
HOP Energy, LLC	1665	O		1665 (Tank Wagon) FF CT HUB	2000	INTERNATIONAL	4900	IFV6HFAA8V1761320	028587437	CT	
HOP Energy, LLC	1666	O		1666 (Tank Wagon) FF SOUTHERN HUB	1997	FREIGHT LINER	FL70	IHTSDAAN7WH521120	to be provided post closing	NJ	
HOP Energy, LLC	1667	O		1667 (Tank Wagon) FF SOUTHERN HUB	2000	INTERNATIONAL	4900	IHTSDAANIYH292187	34709234	MD	
HOP Energy, LLC	1668	O		1668 (Tank Wagon) FF SOUTHERN HUB	2000	INTERNATIONAL	4900	IHTSDAANIYH273039	54592355302HE	PA	
HOP Energy, LLC	1669	O		1669 (Tank Wagon) FF SOUTHERN HUB	2001	INTERNATIONAL	4900	IHTSDADN7IH332046	34709235	MD	
HOP Energy, LLC	1670	O		1670 (Tank Wagon) FF SOUTHERN HUB	2000	INTERNATIONAL	8100	IHTHCATR7YH288545	BA828281	MA	
HOP Energy, LLC	1671	O		1671 (Tank Wagon) FF SOUTHERN HUB	1999	INTERNATIONAL	4900	IHTSHADR5XH636606	897638C	NJ	
HOP Energy, LLC	1674	O		1674 (Tank Wagon) FF MA HUB	1999	INTERNATIONAL	4900	IHTSDAAN0XH578661	BA811111	MA	
HOP Energy, LLC	1675	O		1675 (Tank Wagon) FF CT HUB	2002	INTERNATIONAL	4400	IHTMKAAN62H516088	BA818164	MA	
HOP Energy, LLC	1677	O		1677 (Tank Wagon) FF MA HUB	1999	INTERNATIONAL	F8100	IHTHCATR7XH688314	BA823065	MA	
HOP Energy, LLC	1678	O		1678 (Tank Wagon) FF MA HUB	2001	STERLING	L7500	2FZAASSAK01AJ20645	BA810847	MA	
HOP Energy, LLC	1679	O		1679 (Tank Wagon) FF MA HUB	1995	FORD	L8000	IFDXR82E12SVA50757	BA822809	MA	
HOP Energy, LLC	1680	O		1680 (Tank Wagon) FF NNJ HUB	2000	INTERNATIONAL	4900	IHTSDAANXXH273038	897635C	NJ	
HOP Energy, LLC	1682	O		1682 (Tank Wagon) FF NNJ HUB	1998	INTERNATIONAL	4900	IHTSHADR8XH614812	897640C	NJ	



Title Documents

Vehicles subject to certificates of title:

Name of Grantor	HOP Unit #	O - Owned F - Financed D - Dormant for Sale S - Sold	Unit	Year	Description	Spec. - Make	Spec. - Model	Unit Serial Number	Title #	State where title is issued
HOP Energy, LLC	1684	O	1684 (Tank Wagon) FF NY HUB	2001	FREIGHT LINER	FL70	IFV6HJBA31HA74098	897636C	NJ	
HOP Energy, LLC	1687	O	1687 (Tank Wagon) FF NNJ HUB	1999	FREIGHT LINER	FL70	IFV6HFBA3WH903639	897753C	NJ	
HOP Energy, LLC	1688	O	1688 (Tank Wagon) FF SOUTHERN HUB	1998	FREIGHT LINER	FL70	IFV6HJBA7XH980101	897646C	NJ	
HOP Energy, LLC	1689	O	1689 (Tank Wagon) FF NNJ HUB	2000	FREIGHT LINER	FL112	IFVXTEDB3YHB74051	897647C	NJ	
HOP Energy, LLC	1690	O	1690 (Tank Wagon) FF CT HUB	2000	INTERNATIONAL	4900	IHTSDAANIYH299298	028588702	CT	
HOP Energy, LLC	1691	O	1691 (Tank Wagon) FF CT HUB	1999	INTERNATIONAL	4900	IHTHCATR2YH268753	028588691	CT	
HOP Energy, LLC	1692	O	1692 (Tank Wagon) FF NNJ HUB	1999	INTERNATIONAL	F8100	IHTHCATR6XH688305	028588693	NJ	
HOP Energy, LLC	1693	O	1693 (Tank Wagon) FF MA HUB	1999	INTERNATIONAL	F8100	IHTHCATR4XH688318	028588692	CT	
HOP Energy, LLC	1694	O	1694 (Tank Wagon) FF CT HUB	1997	FORD	LN8000	IFDXN80F9WVA39731	028587118	CT	
HOP Energy, LLC	1695	O	1695 (Tank Wagon) FF CT HUB	1999	FREIGHT LINER	FL70	IFV6HLBAAXXH980086	028587438	CT	
HOP Energy, LLC	1696	O	1696 (Tank Wagon) FF CT HUB	1997	FREIGHT LINER	FL70	IFV6HFFAAXVL761321	028587436	CT	
HOP Energy, LLC	1698	O	1698 (Tank Wagon) FF SOUTHERN HUB	1999	INTERNATIONAL	4900	IHTSDAAN6YH214875	53772081702HE	PA	
HOP Energy, LLC	1699	O	1699 (Tank Wagon) FF SOUTHERN HUB	1998	INTERNATIONAL	4900	IHTSHADR6XH614811	526653118602HE	PA	
HOP Energy, LLC	1700	O	1700 (Tank Wagon) FF NNJ HUB	1998	INTERNATIONAL	4900	IHTSHADR4XH678023	897649C	NJ	
HOP Energy, LLC	1701	O	1701 (Tank Wagon) FF NNJ HUB	1998	KENWORTH		3BKMHD7XF792942	897629C	NJ	
HOP Energy, LLC	1703	O	1703 (Tank Wagon) FF SOUTHERN HUB	1998	INTERNATIONAL	4900	IHTSDAAN4WH521121	51404039202HE	PA	
HOP Energy, LLC	1704	O	1704 (Tank Wagon) FF SOUTHERN HUB	1998	INTERNATIONAL	4900	IHTSDAANIWH578652	897626C	NJ	
HOP Energy, LLC	1705	O	1705 (Tank Wagon) FF SOUTHERN HUB	2002	INTERNATIONAL	4400	IHTMKAAN7H517993	897652C	NJ	
HOP Energy, LLC	1706	O	1706 (Tank Wagon) FF SOUTHERN HUB	2000	INTERNATIONAL	4900	IHTSDAANXYH292186	897651C	NJ	
HOP Energy, LLC	1707	O	1707 (Tank Wagon) FF SOUTHERN HUB	1999	INTERNATIONAL	4900	IHTSDADN9YH293129	54161869302HE	PA	
HOP Energy, LLC	1708	O	1708 (Tank Wagon) FF SOUTHERN HUB	2000	INTERNATIONAL	4900	IHTMKAAN02H414818	897633C	NJ	
HOP Energy, LLC	1709	O	1709 (Tank Wagon) FF SOUTHERN HUB	2002	INTERNATIONAL	4400	IHTMKAAN2H516086	897630C	NJ	
HOP Energy, LLC	1710	O	1710 (Tank Wagon) FF SOUTHERN HUB	2002	INTERNATIONAL	4400	IHTSDAAN0YH269046	897642C	NJ	
HOP Energy, LLC	1711	O	1711 (Tank Wagon) FF NNJ HUB	2000	INTERNATIONAL	4900	IHTSHADR8WH578666	897625C	NJ	
HOP Energy, LLC	1712	O	1712 (Tank Wagon) FF SOUTHERN HUB	1998	INTERNATIONAL	4900	IHTSHADR1XH636571	897755C	NJ	
HOP Energy, LLC	1713	O	1713 (Tank Wagon) FF SOUTHERN HUB	1999	INTERNATIONAL	8100	IHTHCATR5YH288544	897628C	NJ	
HOP Energy, LLC	1714	O	1714 (Tank Wagon) FF SOUTHERN HUB	2000	INTERNATIONAL	4900X	IHTSHADR6XH678024	53772172102HE	PA	
HOP Energy, LLC	1715	O	1715 (Tank Wagon) FF SOUTHERN HUB	1999	INTERNATIONAL	F8100	IHTHCATR0XH688316	53250279302HE	PA	
HOP Energy, LLC	1716	O	1716 (Tank Wagon) FF SOUTHERN HUB	1999	STERLING	L7500	2FZAASAK11AJ20640	6086393001HE	PA	
HOP Energy, LLC	1717	O	1717 (Tank Wagon) FF SOUTHERN HUB	1995	FORD	LN 8000	IFDXR82E25VA50749	897627C	NJ	
HOP Energy, LLC	1718	O	1718 (Tank Wagon) FF SOUTHERN HUB	1996	FORD	L8000	IFDXR82E3VVA11415	897659C	NJ	
HOP Energy, LLC	1719	O	1719 (Tank Wagon) FF NNJ HUB	1999	FREIGHT LINER	FL70	IFV6HLBA5XH980089	60864034501HE	PA	
HOP Energy, LLC	1721	O	1721 (Tank Wagon) FF SOUTHERN HUB	1998	FORD	Taurus	IFAFP52U3WA158621	897435C	PA	
HOP Energy, LLC	1722	O	1722 (Car) NNJ HUB	1999	JEEP	Wrangler	1U4FY19S0DXP453074	to be provided post closing	NJ	
HOP Energy, LLC	1723	O	1723 (Misc Vehicle) FF CT HUB	2000	CHEVROLET	PICKUP	ICGCGK29UYE328184	028560370	CT	
HOP Energy, LLC	1724	O	1724 (Car) Corp	2001	FORD	Explorer	IFMYU70E71UA63470	897436C	NJ	
HOP Energy, LLC	1725	O	1725 (Tank Wagon) Valley	2000	INTERNATIONAL	4900E	IHTSDAANIYH220793	029359423	CT	
HOP Energy, LLC	1726	O	1726 (Tank Wagon) TLC	2000	INTERNATIONAL	4900E	IHTSDAAN2YH225467	029359425	CT	
HOP Energy, LLC	1727	O	1727 (Tank Wagon) TLC	1998	INTERNATIONAL	CH613	2M2AA12CW094205	944545N	NY	
HOP Energy, LLC	1732	O	1732 (Tank Wagon) Brooklyn	2000	INTERNATIONAL	4900E	IHTSDAAN9YH220783	029359431	CT	
HOP Energy, LLC	1746	O	1746 (Tank Wagon) DialDel	2000	INTERNATIONAL	4900E	IHTSDAAN6YH223849	029359429	CT	
HOP Energy, LLC	1747	O	1747 (Tank Wagon) TLC	2000	INTERNATIONAL	4900E	IHTSDAAN0YH220381	029359422	CT	
HOP Energy, LLC	1748	O	1748 (Tank Wagon) ALLENTOWN	2000	INTERNATIONAL	4900E	IHTSDAAN2YH220379	029359424	CT	
HOP Energy, LLC	1751	O	1751 (Tank Wagon) ECT	1988	INTERNATIONAL	4900E	IHTLDP8BN0JH559670	to be provided post closing	NY	
HOP Energy, LLC	1752	O	1752 (Tank Wagon) FF NY HUB	2000	INTERNATIONAL	4900E	IHTSDAAN6YH309596	BB508219	MA	
HOP Energy, LLC	1753	O	1753 (Tank Wagon) AllExp	2001	INTERNATIONAL	4900E	IFVHBXAK1IHH68280	BB646523	MA	
HOP Energy, LLC	1755	O	1755 (Tank Wagon) AllExp	2001	FREIGHTLINER	FLT80			MA	

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
F - Financed  
D - Dormant  
for Sale

HOP Unit #

S - Sold

HOP Unit #	Year	Spec - Make	Spec - Model	Unit	Year	Spec - Make	Spec - Model	Unit Serial Number	MA
HOP Energy, LLC	1756	O	1756 (Tank Wagon) AllExp	ALLEN	2001	FREIGHTLINER	FLT80	IFVHBAK01HH86266	MA
HOP Energy, LLC	1771	O	1771 (Van) AllExp	ALLEN	2005	CHEVROLET	G3500 EXPRESS EXTDED	ICCHG39U15111793	MA
HOP Energy, LLC	1801	O	1801 (Van) ALLENTOWN	ALLEN	2005	CHEVROLET	EXPRESS REG CARGO	ICCHG35U251248733	PA
HOP Energy, LLC	1851	O	1851 (Tank Wagon) ECT	ALLEN	2002	INTERNATIONAL	4400	IHTMKAAN42H533777	CT
HOP Energy, LLC	1852	O	1852 (Tank Wagon) Brooklyn	ALLEN	2002	INTERNATIONAL	4400	IHTMKAAN82H533779	NY
HOP Energy, LLC	1853	O	1853 (Tank Wagon) TLC	ALLEN	2002	INTERNATIONAL	4400	IHTMKAAN42H533780	CT
HOP Energy, LLC	1854	O	1854 (Tank Wagon) TLC	ALLEN	2002	INTERNATIONAL	4400	IHTMKAAN82H533782	CT
HOP Energy, LLC	1855	O	1855 (Tank Wagon) AllExp	ALLEN	2001	INTERNATIONAL	4900	IHTSDAAN81H309783	MA
HOP Energy, LLC	1856	O	1856 (Tank Wagon) TLC	ALLEN	2001	INTERNATIONAL	4900	IHTSDAAN31H309786	CT
HOP Energy, LLC	1857	O	1857 (Tank Wagon) DialDel	ALLEN	2000	INTERNATIONAL	4900	IHTSDAAN7YH223858	PA
HOP Energy, LLC	1858	O	1858 (Tank Wagon) AllExp	ALLEN	2001	INTERNATIONAL	8100	IHTHCAAT91H367656	MA
HOP Energy, LLC	1859	O	1859 (Tank Wagon) AllExp	ALLEN	2001	INTERNATIONAL	4900	IHTSDAAN61H383221	MA
HOP Energy, LLC	1860	O	1860 (Tank Wagon) TLC	ALLEN	2001	INTERNATIONAL	4900	IHTSDAAN11H383224	CT
HOP Energy, LLC	1861	O	1861 (Tank Wagon) AllExp	ALLEN	2001	INTERNATIONAL	4900	IHTSDAAN51H383226	MA
HOP Energy, LLC	1862	O	1862 (Tank Wagon) ECT	ALLEN	2001	INTERNATIONAL	4900	IHTSDAAN11H383224	CT
HOP Energy, LLC	1863	O	1863 (Tank Wagon) DialDel	ALLEN	1999	INTERNATIONAL	8100	IHTHCAAR8XH660403	PA
HOP Energy, LLC	1864	O	1864 (Tank Wagon) ECT	ALLEN	1999	INTERNATIONAL	4900	IHTSDAAN5XH659722	CT
HOP Energy, LLC	1865	O	1865 (Tank Wagon) AllExp	ALLEN	1999	INTERNATIONAL	4900	IHTSHAAAR0XH675270	CT
HOP Energy, LLC	1866	O	1866 (Tank Wagon) Corp	ALLEN	1999	INTERNATIONAL	4900	IHTSHAAAR2XH675271	MA
HOP Energy, LLC	1867	O	1867 (Tank Wagon) AllExp	ALLEN	1999	INTERNATIONAL	4900	IHTSHAAAR4XH675272	NOT TITLED
HOP Energy, LLC	1868	O	1868 (Tank Wagon) DialDel	ALLEN	2001	INTERNATIONAL	4900	IHTSHAAAR3H391230	NOT TITLED
HOP Energy, LLC	1869	O	1869 (Tank Wagon) FF SOUTHERN HUB	ALLEN	2001	INTERNATIONAL	4900	IHTSDAAN21H356145	PA
HOP Energy, LLC	1870	O	1870 (Tank Wagon) FF MA HUB	ALLEN	2003	INTERNATIONAL	4300	IHTSDAAN21H356145	NJ
HOP Energy, LLC	1871	O	1871 (Tank Wagon) TLC	ALLEN	2003	INTERNATIONAL	4300	IHTMMAAN2H558138	NJ
HOP Energy, LLC	1872	O	1872 (Tank Wagon) AllExp	ALLEN	2002	INTERNATIONAL	4300	IHTMMAAN02H525136	MA
HOP Energy, LLC	1873	O	1873 (Tank Wagon) DialDel	ALLEN	2003	INTERNATIONAL	4300	IHTMMAAN4H558139	MA
HOP Energy, LLC	1874	O	1874 (Tank Wagon) ALLENTOWN	ALLEN	2003	INTERNATIONAL	4300	IHTMMAAN2H558139	PA
HOP Energy, LLC	1875	O	1875 (Tank Wagon) Corp	ALLEN	2003	INTERNATIONAL	4300	IHTMMAAN4H558139	PA
HOP Energy, LLC	1876	O	1876 (Tank Wagon) Corp	ALLEN	2003	INTERNATIONAL	4300	IHTMMAAN2H558139	PA
HOP Energy, LLC	1877	O	1877 (Tank Wagon) Corp	ALLEN	2003	INTERNATIONAL	4300	IHTMMAAN4H558139	PA
HOP Energy, LLC	1878	O	1878 (Tank Wagon) Corp	ALLEN	2000	INTERNATIONAL	8100	IHTHCAAT91H367656	NOT TITLED
HOP Energy, LLC	1879	O	1879 (Tank Wagon) TLC	ALLEN	2005	INTERNATIONAL	4400	IHTHCAAT91H367656	NOT TITLED
HOP Energy, LLC	1880	O	1880 (Tank Wagon) ECT	ALLEN	2000	FREIGHTLINER	FL-70	IHTMSAAR65J039226	NOT TITLED
HOP Energy, LLC	1881	O	1881 (Tank Wagon) Brooklyn	ALLEN	2002	INTERNATIONAL	4300	IHTMSAAR65J039226	CT
HOP Energy, LLC	1882	O	1882 (Tank Wagon) Valley	ALLEN	2002	INTERNATIONAL	4300	IFV6HLBA3YHG89577	CT
HOP Energy, LLC	1883	O	1883 (Tank Wagon) Corp	ALLEN	2003	INTERNATIONAL	4300	IHTMMAAN92H525135	NY
HOP Energy, LLC	1884	O	1884 (Tank Wagon) ALLENTOWN	ALLEN	2000	INTERNATIONAL	4900	IHTMKAAN4H570412	CT
HOP Energy, LLC	1885	O	1885 (Tank Wagon) DialDel	ALLEN	1997	KENWORTH	T-300	3NKMHD7X3VF739424	CT
HOP Energy, LLC	1886	O	1886 (Car) Corp	ALLEN	2000	INTERNATIONAL	4900	IHTSDAAN9YH287500	PA
HOP Energy, LLC	1887	O	1887 (Car) Corp	ALLEN	2005	ACURA	TL	19UUA66Z26A000161	PA

count = 600

Note A: the Company financed approximately 47 vehicles with Ford Motor Credit in 2002. The last payment for all 47 vans was caught up in the bankruptcy filing. As part of the Company's First Modification to First Amended Joint Plan of Reorganization, upon emergence the Company will pay \$10,907.75 to Ford as payment in full and receive the titles to the vehicles being financed by Ford

Dormant vehicles owned by the company, currently for sale

HOP Unit #	Year	Spec - Make	Spec - Model	Unit Serial Number	CT
HOP Energy, LLC	0001	D	0001 (Van Marked for Sale)	IFTJIS34L7VHA57664	CT
HOP Energy, LLC	0008	D	0008 (Van Marked for Sale)	IFTJIS34L4VHA57671	CT

023485682  
to be provided post closing

TRADEMARK

REEL: 003395 FRAME: 0427

Description

Title #

State where title is issued

Vehicles subject to certificates of title:

Name of Grantor		HOP Unit #		Description		Spec - Model		Unit Serial Number		Title #		State where title is issued	
		for Sale		Year		Spec - Make		Spec - Model		Title #		State where title is issued	
		S - Sold		Year		Spec - Make		Spec - Model		Title #		State where title is issued	
		S - Sold		Year		Spec - Make		Spec - Model		Title #		State where title is issued	
HOP Energy, LLC	0009	D	0009 (Van Marked for Disp)	1997	FORD	E350	IFTJUS34L6VHA57672	023397024	CT				
HOP Energy, LLC	0010	D	0010 (Van) AllExp	1997	FORD	E-350	IFTJUS34L8VHA57673	AP932138	MA				
HOP Energy, LLC	0012	D	0012 (Van Marked for Disp) ECT	1997	FORD	E350	IFTJUS34L1VHA57675	023397023	CT				
HOP Energy, LLC	0014	D	0014 (Van Marked for Disp) ECT	1997	FORD	E350	IFTJUS34L3VHA57676	023385550	CT				
HOP Energy, LLC	0017	D	0017 (Van Marked for Disp) AllExp	1997	FORD	E350	IFTJUS34L5VHA57680	AQ025376	MA				
HOP Energy, LLC	0018	D	0018 (Van Marked for Disp) Valley	1997	FORD	330	IFTJUS34L3VHA57676	023385549	CT				
HOP Energy, LLC	0019	D	0019 (Van) Corp	1997	FORD	E350	not available at this time	to be provided post closing	CT				
HOP Energy, LLC	0020	D	0020 (Van Marked for Disp) ECT	1997	FORD	E350	not available at this time	to be provided post closing	CT				
HOP Energy, LLC	0066	D	0066 (Van) DiaDel	1995	CHEVROLET	G30	IGCFG35K4SF234076	to be provided post closing	PA				
HOP Energy, LLC	0091	D	0091 (Tank Wagon) ALLENTOWN	1986	MACK	MIDLINER	VG6M112BXGB064589	47699024402HE	PA				
HOP Energy, LLC	0101	D	0101 (Van) Corp	1995	CHEV	G30	IGCGG35K4SF23390	to be provided post closing	NJ				
HOP Energy, LLC	0117	D	0117 (Van) Corp	1986	CHEV	G30	2CGCG35M7G4163166	to be provided post closing	PA				
HOP Energy, LLC	0149	D	0149 (T/W Marked for Disp) Corp	1983	FORD	L8000	IFYR80U8DVA39868	to be provided post closing	MA				
HOP Energy, LLC	0150	D	0150 (T/W Marked for Disp) Oexp_Cap	1985	FORD	L8000	IFDXR80U5FV A07636	to be provided post closing	MA				
HOP Energy, LLC	0152	D	0152 (Tank Wagon) ECT	1986	FORD	L8000	IFDXR80U7GVA52563	022904817	CT				
HOP Energy, LLC	0153	D	0153 (Tank Wagon) ECT	1987	FORD	L8000	IFDXR80U5HVA53227	022904821	CT				
HOP Energy, LLC	0154	D	0154 (Tank Wagon) ECT	1989	FORD	L8000	IFDXR82AGKVA52507	022906529	CT				
HOP Energy, LLC	0169	D	0169 (T/W Marked for Disp) ECT	1990	INTL	4900	IHTSDT VNXLH226302	024791041	CT				
HOP Energy, LLC	0174	D	0174 (Tank Wagon) Valley	1987	INTL	S1954	IHTLDT VN8HH531535	to be provided post closing	CT				
HOP Energy, LLC	0180	D	0180 (Misc Vehicle) ECT	1987	GMC	Pickup	IGTGR24K6HF716602	to be provided post closing	CT				
HOP Energy, LLC	0197	D	0197 (Van Marked for Disp) ECT	1995	FORD	E250	IFTHE24H5SHCO4264	to be provided post closing	CT				
HOP Energy, LLC	0215	D	0215 (Tank Wagon) FF SOUTHERN HUB	1992	NAVISTAR	4900	IHTSDNUN9NH407116	to be provided post closing	CT				
HOP Energy, LLC	0216	D	0216 (T/W Marked for Disp) AllExp	1987	VOLVO	N1228	YV5N2A8DXHU801500	to be provided post closing	MA				
HOP Energy, LLC	0233	D	0233 (T/W Marked for Disp) FF NY HUB	1995	FORD	F-800	IFDXF7087SV A38032	to be provided post closing	NY				
HOP Energy, LLC	0262	D	0262 (T/W Marked for Disp) FF NY HUB	1995	FORD	F-800	IFDXF70853V A38031	to be provided post closing	NY				
HOP Energy, LLC	0323	D	0323 (Tank Wagon) Corp	1989	FORD	LN8000	IFDXR82AOKVA06097	AP222621	CT				
HOP Energy, LLC	0326	D	0326 (T/W Marked for Disp) AllExp	1990	FORD	C8000	IFDYD80U1LVA07826	to be provided post closing	MA				
HOP Energy, LLC	0327	D	0327 (T/W Marked for Disp) Oexp-Wst	1988	INTL	S1900	IHTLDT VN3JH625294	to be provided post closing	MA				
HOP Energy, LLC	0379	D	0379 (Misc Vehicle) TLC	1995	CHEV	Van - G30	IGCHG35K6SF231633	023638758	CT				
HOP Energy, LLC	0397	D	0397 (T/W Marked for Disp) TLC	1988	INTL	S1900	IHTLDT VN2JH534985	023639589	CT				
HOP Energy, LLC	0414	D	0414 (T/W Marked for Disp) AllExp	1979	MACK	8000	MC685S1081	to be provided post closing	MA				
HOP Energy, LLC	0425	D	0425 (T/W Marked for Disp) DiaDel	1988	FORD	8000	IFDYD80U9LVA01143	to be provided post closing	PA				
HOP Energy, LLC	0426	D	0426 (Tank Wagon) DiaDel	1990	FORD	A	1WXDCBBDIFN102440	42539333202HE	PA				
HOP Energy, LLC	0434	D	0434 (Tank Wagon) DiaDel	1985	WHITE	E250	IFTFE24YXTHA81618	37328019303HE	PA				
HOP Energy, LLC	0442	D	0442 (Van Marked for Disp) ECT	1996	FORD	8000	IFDYD80UGVAA1699	to be provided post closing	CT				
HOP Energy, LLC	0452	D	0452 (Tank Wagon) Corp	1986	FORD	E250	IFTFE24Y4SHA27357	to be provided post closing	PA				
HOP Energy, LLC	0463	D	0463 (Van Marked for Disp) ECT	1995	FORD	E250	IHTLDT VN5FH443787	to be provided post closing	CT				
HOP Energy, LLC	0504	D	0504 (Tank Wagon) Corp	1985	INTL	S1900	IFDY90LXHV A62916	to be provided post closing	CT				
HOP Energy, LLC	0511	D	0511 (Tank Wagon) ECT	1987	FORD	LS9000	IFDY90L5KVA25361	023666337	CT				
HOP Energy, LLC	0512	D	0512 (Tank Wagon) ECT	1987	FORD	LS9000 PUSHER	IFDY90L8NVA37606	023666342	CT				
HOP Energy, LLC	0513	D	0513 (Tank Wagon) ECT	1989	FORD	LS9000	IFDY90L8NVA55843	023666347	CT				
HOP Energy, LLC	0516	D	0516 (Tank Wagon) ECT	1992	FORD	LS9000	IGPHC34JGDV531206	to be provided post closing	CT				
HOP Energy, LLC	0548	D	0548 (Misc Vehicle) ECT	1983	GMC	RACK TRK	IHTLDUXN0HHA10976	to be provided post closing	CT				
HOP Energy, LLC	0552	D	0552 (Misc Unit >26000 #s) TLC	1987	INTERNATIONAL	T/W S1900	IHTDVTN2KHG26096	024177589	CT				
HOP Energy, LLC	0594	D	0594 (Tank Wagon) ECT	1989	INTERNATIONAL	S1954	IHTLDT VN66HHA10879	024273134	CT				
HOP Energy, LLC	0597	D	0597 (T/W Marked for Disp) ECT	1987	INTL	S1900	IHTLDT VN66HHA10879	023929891	CT				
HOP Energy, LLC	0632	D	0632 (T/W Marked for Disp) TLC	1984	INTL	S1900	IHTLDT VN4EHA37381		CT				

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

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F - Financed  
D - Dormant  
for Sale  
S - Sold

HOP Unit #	Name of Grantor	Unit	Year	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
0635	HOP Energy, LLC	0635 (Tank Wagon) TLC	1988	VOLVO	FE-6-15	YB3U6A3A4JB415542	023927763	CT
0636	HOP Energy, LLC	0636 (Tank Wagon) TLC	1987	INTERNATIONAL	SX-2	IHLTDUN9HHA19253	023929892	CT
0656	HOP Energy, LLC	0656 (T/W Marked for Disp) TLC	1979	WHITE	RX-2	3QRFFST036645	to be provided post closing	CT
0673	HOP Energy, LLC	0673 (T/W Marked for Disp) TLC	1980	WHITE	RX-2	3QRFFST046830	to be provided post closing	CT
0674	HOP Energy, LLC	0674 (T/W Marked for Disp) TLC	1982	WHITE	RX-2	1WXDAHAAC6CND056189	023930386	CT
0675	HOP Energy, LLC	0675 (T/W Marked for Disp) TLC	1983	WHITE	RX-2	IWXDAHAAC2DN056189	023928858	CT
0680	HOP Energy, LLC	0680 (T/W Marked for Disp) TLC	1988	GMC	BRGDR	IGDM8C1Y3JU602781	0239230716	CT
0706	HOP Energy, LLC	0706 (Misc Vehicle) TLC	1992	CHEVROLET	Van - G2500	2GCGG35K1N4146181	023928670	CT
0721	HOP Energy, LLC	0721 (Van) TLC	1994	FORD	E-350	IFTJE34H7RHB92121	023928648	CT
0724	HOP Energy, LLC	0724 (Van Marked for Disp) TLC	1994	FORD	E-350	IFTJE34H7RHB92121	023928653	CT
0725	HOP Energy, LLC	0725 (Van) TLC	1995	FORD	E-350	IFTJE34H7RHB92121	023928672	CT
0734	HOP Energy, LLC	0734 (Van) TLC	1996	FORD	E-350	IFTJE34H7RHB92121	023928651	NJ
0743	HOP Energy, LLC	0743 (Van) FF NNJ HUB	1993	FORD	E-350	IFTJE34H7RHB92121	to be provided post closing	CT
0746	HOP Energy, LLC	0746 (Misc Vehicle) TLC	1994	DODGE	Van - B-150	2B7GB11XORK156688	to be provided post closing	PA
0773	HOP Energy, LLC	0773 (Misc Vehicle) BkSw	1987	CHEV	Pickup	IGBGR24K9HS140239	44856253002HE	PA
0822	HOP Energy, LLC	0822 (Van Marked for Disp) ALLENTOWN	1992	GMC	3500	IGTGG35Y2SF526348	48297175102HE	PA
0825	HOP Energy, LLC	0825 (Van Marked for Disp) BkSw	1995	GMC	3500	IGTGG35K6GF557890	47305203302HE	PA
0828	HOP Energy, LLC	0828 (Misc Vehicle) BkSw	1994	GMC	3500	IGTGG35K6GF557890	46865642402HE	PA
0829	HOP Energy, LLC	0829 (Van Marked for Disp) BkSw	1995	GMC	3500	IGTGG35K6GF557890	49304682602HE	PA
0836	HOP Energy, LLC	0836 (Van Marked for Disp) ALLENTOWN	1994	CHEV	Pickup	LGTEK14Z1S2538971	47796573102HE	PA
0845	HOP Energy, LLC	0845 (Misc Vehicle) BkSw	1995	FORD	L8000	IFTYR82E01SVA13283	to be provided post closing	PA
0856	HOP Energy, LLC	0856 (Tank Wagon) BkSw	1995	FORD	TANKER	4201	38901388802HE	PA
0871	HOP Energy, LLC	0871 (Tractor) ALLENTOWN	1979	POLAR		IFUPZDYB8HH402498	to be provided post closing	PA
0873	HOP Energy, LLC	0873 (Tractor) BkSw	1987	FRTL		IFDYH81ES5VA66761	to be provided post closing	PA
0898	HOP Energy, LLC	0898 (Tank Wagon) Corp	1995	FORD	CF8000	IGCHG39R6X1030996	to be provided post closing	PA
0955	HOP Energy, LLC	0955 (Van Marked for Disp) DialDel	1999	CHEV	G3500X	IGCHG35R5X1032423	to be provided post closing	PA
0963	HOP Energy, LLC	0963 (Van Marked for Disp) DialDel	1999	CHEV	G3500	IGCHG35R5X1032216	to be provided post closing	CT
0964	HOP Energy, LLC	0964 (Van Marked for Disp) ECT	1999	CHEV	G3500	IGCHG35R5X1032823	to be provided post closing	CT
0966	HOP Energy, LLC	0966 (Van) Corp	1999	CHEV	G3500	IGCHG35R5X1038812	to be provided post closing	CT
0967	HOP Energy, LLC	0967 (Van Marked for Disp) ECT	1999	CHEV	G3500	IGCHG35R5X103857	to be provided post closing	CT
0970	HOP Energy, LLC	0970 (Van Marked for Disp) ECT	1999	CHEV	G3500	IGCHG35R5X1038592	to be provided post closing	CT
0971	HOP Energy, LLC	0971 (Van Marked for Disp) ECT	1999	CHEV	G3500	IGCHG35R5X1030617	to be provided post closing	CT
0976	HOP Energy, LLC	0976 (Van Marked for Disp) ECT	1999	CHEV	G3500	IGCHG35R5X1031857	to be provided post closing	CT
0977	HOP Energy, LLC	0977 (Van Marked for Disp) ECT	1999	CHEV	G3500	IGCHG35R5X1032720	to be provided post closing	CT
0981	HOP Energy, LLC	0981 (Van) Corp	1999	CHEV	G3500X	IGCHG35R5X1030500	to be provided post closing	CT
0984	HOP Energy, LLC	0984 (Van Marked for Disp) TLC	1999	CHEV	G3500	IGCHG35R5X1030511	to be provided post closing	CT
0985	HOP Energy, LLC	0985 (Van) TLC	1999	CHEV	G3500	IGCHG35R5X1031944	to be provided post closing	CT
0987	HOP Energy, LLC	0987 (Van) TLC	1999	CHEV	G3500	IGCHG35R5X1031381	to be provided post closing	MA
0990	HOP Energy, LLC	0990 (Misc Vehicle) TLC	1999	CHEVROLET	Van - G3500	IGCHG35R5X1036938	to be provided post closing	MA
0993	HOP Energy, LLC	0993 (Van Marked for Disp) AllExp	1999	CHEVROLET	G3500	IGCHG35R5X1033889	48591224902HE	PA
0998	HOP Energy, LLC	0998 (Van) AllExp	1999	CHEVROLET	G3500	2B7KB31Z7SK57217	to be provided post closing	PA
1011	HOP Energy, LLC	1011 (Van Marked for Disp) BkSw	1995	DODGE	3500	IFTJE34L0VHB53823	to be provided post closing	PA
1015	HOP Energy, LLC	1015 (Van Marked for Disp) BkSw	1997	FORD	350	IMELM50V3PA646735	to be provided post closing	PA
1018	HOP Energy, LLC	1018 (Car) FF MA HUB	1993	MERC	SABLE	IMELM50U3SAC45612	to be provided post closing	PA
1020	HOP Energy, LLC	1020 (Car) BkSw	1995	MERC	SABLE	2HTD10458BCA24746	to be provided post closing	PA
1027	HOP Energy, LLC	1027 (T/W Marked for Disp) BkSw	1981	INTL	1950	YB3U6A3A2KB427870	41198271002HE	PA
1029	HOP Energy, LLC	1029 (Tank Wagon) ALLENTOWN	1989	VOLVO	FE615			PA

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
F - Financed  
D - Dormant  
for Sale  
S - Sold

HOP Unit #	Name of Grantor	Year	Spec - Make	Description	Spec - Model	Unit Serial Number	Title #	State where title is issued
1045	HOP Energy, LLC	1990	GMC	1045 (Car) BKS	SAFARI	IGTCM152ZLBS32504		PA
1047	HOP Energy, LLC	1984	WHITE	1047 (T/W Marked for Disp) AllExp		IWXDCHMD7EN059606	to be provided post closing	MA
1050	HOP Energy, LLC	1986	MACK	1050 (Tank Wagon) AllExp		IM2K130COGM002136	AS834704	MA
1051	HOP Energy, LLC	1986	FORD	1051 (T/W Marked for Disp) Terry		IFDXR80J0GYA27486	to be provided post closing	MA
1053	HOP Energy, LLC	1989	FORD	1053 (T/W Marked for Disp) AllExp		IFDYD8OUOKVA19903	to be provided post closing	MA
1060	HOP Energy, LLC	1984	WHITE	1060 (T/W Marked for Disp) AllExp		IWXDCHMD2EN059609	to be provided post closing	MA
1064	HOP Energy, LLC	1984	WHITE	1064 (T/W Marked for Disp) AllExp		IWXDCHMD2EN059612	to be provided post closing	MA
1066	HOP Energy, LLC	1990	FORD	1066 (T/W Marked for Disp) Corp		IFDZH80UJLV A07814	AS836768	MA
1071	HOP Energy, LLC	1985	WHITE	1071 (Tank Wagon) AllExp		IWXDCHMD8FN070082	AS834384	MA
1072	HOP Energy, LLC	1989	FORD	1072 (T/W Marked for Disp) AllExp		IFDZWW90TOKVA58633	AT240594	MA
1073	HOP Energy, LLC	1990	INTL	1073 (Tank Wagon) Corp		IHTSDTVN9LH229420	AS835965	MA
1074	HOP Energy, LLC	1990	INTERNATIONAL	1074 (Tank Wagon) AllExp		IHTSDTVN4LH229423	AS834831	MA
1075	HOP Energy, LLC	1990	INTL	1075 (Tank Wagon) Corp		IHTSDTVN7LH228864	AS834064	MA
1077	HOP Energy, LLC	1990	FORD	1077 (Tank Wagon) AllExp		IFDZWW90S6LVA37925	AS835320	MA
1078	HOP Energy, LLC	1990	FORD	1078 (Tank Wagon) AllExp		IFDZWW90S8LVA37926	AS837002	MA
1081	HOP Energy, LLC	1989	GMC	1081 (Tank Wagon) AllExp		4V2SCBFCFKU504456	AS832844	MA
1083	HOP Energy, LLC	1989	MACK	1083 (T/W Marked for Disp) Corp		IM2AY38COKMOO1685	AS831835	CT
1085	HOP Energy, LLC	1992	FORD	1085 (T/W Marked for Disp) AllExp		IFDXH81AXNV A22560	AS837275	MA
1087	HOP Energy, LLC	1985	WHITE	1087 (Tank Wagon) Corp		IWXDCHMDXFN070083	to be provided post closing	MA
1098	HOP Energy, LLC	1998	CHEV	1098 (Van Marked for Disp) AllExp	G3500	IGCHG35R9W1048865	AT050145	MA
1100	HOP Energy, LLC	1999	CHEV	1100 (Van Marked for Disp) AllExp	G3500	IGCHG35R8X1031010	AT157421	MA
1102	HOP Energy, LLC	1999	CHEVROLET	1102 (Van) AllExp		IGCHG35R3X1031545	AT170203	MA
1103	HOP Energy, LLC	1999	CHEV	1103 (Van Marked for Disp) AllExp		IGCHG35R7X1032018	AT154095	MA
1121	HOP Energy, LLC	1995	CHEV	1121 (Van Marked for Disp) AllExp		IGCEG25H7SF127274	AS831946	MA
1123	HOP Energy, LLC	1995	CHEV	1123 (Van Marked for Disp) AllExp		IGCGG35K5SF144178	AS835077	MA
1125	HOP Energy, LLC	1995	CHEV	1125 (Van Marked for Disp) AllExp		IGCGG35K8SF146426	AS831626	MA
1126	HOP Energy, LLC	1995	CHEV	1126 (Van Marked for Disp) AllExp		IGCGG35K9SF146161	AS835582	MA
1127	HOP Energy, LLC	1995	CHEV	1127 (Van Marked for Disp) AllExp	30	IGCHG35K5SF211494	AS835143	MA
1129	HOP Energy, LLC	1995	CHEV	1129 (Van Marked for Disp) AllExp		IGCHG35K5SF210037	AS833026	MA
1130	HOP Energy, LLC	1995	CHEV	1130 (Van Marked for Disp) AllExp		IGCHG35K7SF223470	AS831661	MA
1131	HOP Energy, LLC	1995	CHEV	1131 (Van Marked for Disp) AllExp		IGCHG35K8SF199990	AS834953	MA
1138	HOP Energy, LLC	1996	CHEV	1138 (Van Marked for Disp) AllExp		IGCGG35K8TF117235	AS833440	MA
1140	HOP Energy, LLC	1996	CHEV	1140 (Van Marked for Disp) AllExp		IGCGG35K2TF117781	AS835581	MA
1141	HOP Energy, LLC	1997	CHEV	1141 (Van Marked for Disp) AllExp		IGCHG35R7V1069129	AS836770	MA
1142	HOP Energy, LLC	1997	CHEVROLET	1142 (Van) AllExp	3500	IGCHG35R2V1066722	AS834457	MA
1143	HOP Energy, LLC	1997	CHEVROLET	1143 (Van) AllExp	3500	IGCHG35R4V1033253	to be provided post closing	MA
1160	HOP Energy, LLC	1987	VOLVO	1160 (T/W Marked for Disp) Valley	FE-715	YB3U7A6A8FB405406	to be provided post closing	MA
1181	HOP Energy, LLC	1995	GMC	1181 (Van Marked for Disp) Terry	VDR 3500	IGTHG35Y4SF555662	to be provided post closing	MA
1184	HOP Energy, LLC	1997	GMC	1184 (Van) Terry		IGTHG35F6V1056930	AT172392	MA
1185	HOP Energy, LLC	1997	GMC	1185 (Van) Terry		IGTHG35R8Y11369078	AT1721132	MA
1192	HOP Energy, LLC	2000	CHEV	1192 (Van) Oexp_Cap	SAVANA G3500	IGTHG35R9Y1135680	to be provided post closing	MA
1203	HOP Energy, LLC	2000	CHEV	1203 (Van) TLC	G3500X	IGTHG35R8Y1136390	to be provided post closing	CT
1238	HOP Energy, LLC	1995	FORD	1238 (Van Marked for Disp) AllExp	E 250	IFTFE24Y7SHB85983	AU048153	MA
1239	HOP Energy, LLC	1999	FORD	1239 (Van) AllExp	E 250	IFTFE2424XLTB7209	to be provided post closing	MA
1250	HOP Energy, LLC	2000	VW	1250 (Car) Metro	PASSAT	IFVWMD23B1YP265773	to be provided post closing	MA
1254	HOP Energy, LLC	1993	FORD	1254 (Tank Wagon) ECT	LN9000	IFDYW90TU0PV A03909	to be provided post closing	CT
1273	HOP Energy, LLC	1987	FORD	1273 (T/W Marked for Disp) Metro	L9000	IFDYS90L1HV A14950	V044956	CT

Vehicles subject to certificates of title:

Name of Grantor	HOP Unit #	O - Owned F - Financed D - Dormant S - Sold	Unit	Description	Year	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
HOP Energy, LLC	1276	D	1276 (T/W Marked for Disp) Metro	1987	MACK	R	2M2P138CXHC015049	V044959		NJ
HOP Energy, LLC	1301	D	1301 (Van Marked for Disp) Metro	1994	FORD	E350	IFTJE34M4RHRB08188	to be provided post closing		NJ
HOP Energy, LLC	1302	D	1302 (Van Marked for Disp) Metro	1994	FORD	E350	IFTJE34M2RHRB69942	to be provided post closing		NJ
HOP Energy, LLC	1304	D	1304 (Van Marked for Disp) Metro	1994	FORD	E350	IFTJE34M3RHRB70422	to be provided post closing		NJ
HOP Energy, LLC	1305	D	1305 (Van Marked for Disp) Metro	1994	FORD	E350	IFTJE34M0RHRB69941	to be provided post closing		NJ
HOP Energy, LLC	1306	D	1306 (Van Marked for Disp) Metro	1994	FORD	E350	IFTJE34M1RHRB70421	to be provided post closing		NJ
HOP Energy, LLC	1308	D	1308 (Van Marked for Disp) Metro	1996	GMC	3500	IGTHG35YXTF500425	to be provided post closing		NJ
HOP Energy, LLC	1313	D	1313 (Van Marked for Disp) Metro	1995	FORD	E 250	IFTHE24H0SHB76695	to be provided post closing		NJ
HOP Energy, LLC	1314	D	1314 (Van Marked for Disp) Metro	1999	GMC	3500	IGTHG35F8X1037234	to be provided post closing		NJ
HOP Energy, LLC	1316	D	1316 (Van Marked for Disp) Metro	1999	GMC	3500	IGTHG35FIX1128037	to be provided post closing		NJ
HOP Energy, LLC	1323	D	1323 (Car) FF SOUTHERN HUB	1999	VW	PASSAT	189784	to be provided post closing		MA
HOP Energy, LLC	1352	D	1352 (Van Marked for Disp) Oexp_Cap	2002	FORD	E-350	IFTSS34L92HA14038	to be provided post closing		MA
HOP Energy, LLC	1359	D	1359 (Van) Valley	2002	FORD	E-350 Extended	IFTSS34LX2HA14033	to be provided post closing		CT
HOP Energy, LLC	1392	D	1392 (Van Marked for Disp) Metro	2001	DODGE	2500	2B7JB21Y01K560969	to be provided post closing		NJ
HOP Energy, LLC	1394	D	1394 (Van Marked for Disp) Metro	1995	CHEVY	30	IGCG35K6SF156310	to be provided post closing		NJ
HOP Energy, LLC	1399	D	1399 (Tank Wagon) FF NNJ HUB	1995	MACK	MR6885	IM2K166C3JM001482	to be provided post closing		NJ
HOP Energy, LLC	1404	D	1404 (Tank Wagon) FF NNJ HUB	1988	MACK	MR90P	IM2K168C6KM002124	to be provided post closing		NJ
HOP Energy, LLC	1404	D	1404 (Tank Wagon) FF CT HUB	1989	MACK	MR90P	IM2K168C6KM002124	to be provided post closing		NJ
HOP Energy, LLC	1414	D	1414 (T/W Marked for Disp) FF CT HUB	1993	FORD	TW L-8000	IFDXR82E2PVA17824	to be provided post closing		CT
HOP Energy, LLC	1478	D	1478 (Van) Corp	1999	GMC	SAFARI	IGTDM19W0XB509278	to be provided post closing		NY
HOP Energy, LLC	1484	D	1484 (Van Marked for Disp) FF NY HUB	2000	GMC	SAFARI	IGTDM19WXYB520306	to be provided post closing		NY
HOP Energy, LLC	1499	D	1499 (T/W Marked for Disp) Brooklyn	1987	FORD	L8000	IFDXR80L99HVA03155	to be provided post closing		NY
HOP Energy, LLC	1505	D	1505 (T/W Marked for Disp) Brooklyn	1991	GMC	113H	YS2TH4469M1171466	to be provided post closing		NY
HOP Energy, LLC	1519	D	1519 (Van) Corp	1991	GMC	2500	not available at this time	to be provided post closing		NJ
HOP Energy, LLC	1521	D	1521 (Tank Wagon) FF NY HUB	1985	FORD	LN8000	IFDXR80U7FVA11767	to be provided post closing		MD
HOP Energy, LLC	1531	D	1531 (Misc Vehicle) FF SOUTHERN HUB	1991	GMC	Van - 2500	IGTEG25H4H7507658	to be provided post closing		NJ
HOP Energy, LLC	1533	D	1533 (Van Marked for Disp) Bayonne	1987	GMC	2500	IGTEG25H5M7506013	to be provided post closing		NJ
HOP Energy, LLC	1535	D	1535 (Van) Metro	1993	GMC	3500	2GTHG35K5P4507712	to be provided post closing		NJ
HOP Energy, LLC	1539	D	1539 (Van) Metro	1999	GMC	3500	IGTHG35F7X1051481	to be provided post closing		NJ
HOP Energy, LLC	1543	D	1543 (Car) Corp	1995	JEEP	GR-CKEKE	Z177986	to be provided post closing		CT
HOP Energy, LLC	1547	D	1547 (Tank Wagon) FF MA HUB	1989	INTERNATIONAL	1984	IHTLDZ2N8KH617300	to be provided post closing		MA
HOP Energy, LLC	1548	D	1548 (T/W Marked for Disp) FF MA HUB	1987	FORD	L8000	IFDXR82AXHVA30013	to be provided post closing		MA
HOP Energy, LLC	1550	D	1550 (T/W Marked for Disp) AllExp	1988	FORD	F-8000	IFDXK84A0JVA02485	to be provided post closing		MA
HOP Energy, LLC	1554	D	1554 (T/W Marked for Disp) FF MA HUB	1985	INTL	S1900	IHTLDUXN7FHA48024	to be provided post closing		MA
HOP Energy, LLC	1557	D	1557 (T/W Marked for Disp) FF MA HUB	1985	FORD	LN 8000	IFDXR80U1FVA73181	to be provided post closing		CT
HOP Energy, LLC	1563	D	1563 (Car) Corp	2003	CHEV	TRLBLZR	IGNDT113S332402994	to be provided post closing		CT
HOP Energy, LLC	1624	D	1624 (Tractor) FF CT HUB	1982	MACK	U686ST	IM2W133Y1EA009457	to be provided post closing		CT
HOP Energy, LLC	1627	D	1627 (Trailer) FF CT HUB	1977	ALMAC		773451	to be provided post closing		CT
HOP Energy, LLC	1672	D	1672 (Tank Wagon) FF SOUTHERN HUB	1999	INTERNATIONAL	F8100	IHTHCATR7XH686790	55666356302HE		PA
HOP Energy, LLC	1673	D	1673 (Tank Wagon) FF SOUTHERN HUB	1998	FRTL	FL70	IFV6HLBA8XHP980085	to be provided post closing		NJ
HOP Energy, LLC	1676	D	1676 (T/W Marked for Disp) Corp	1985	INTL	S1900	IHTLKTVR6FHA47100	to be provided post closing		MA
HOP Energy, LLC	1681	D	1681 (Tank Wagon) FF NNJ HUB	1996	INTERNATIONAL	4900	IHTLSHAAR5TH243462	897639C		NJ
HOP Energy, LLC	1685	D	1685 (Tank Wagon) FF CT HUB	1998	FRTL	FL70	IFV6HLBA2WH906773	to be provided post closing		CT
HOP Energy, LLC	1685	D	1685 (Tank Wagon) FF CT HUB	1999	FREIGHT LINER	FL70	IFV6HLBA3XH980088	897645C		NJ
HOP Energy, LLC	1697	D	1697 (T/W Marked for Disp) FF NNJ HUB	1999	INTL	4900	IHTSDAAN5YH4Z40898	to be provided post closing		NJ
HOP Energy, LLC	1702	D	1702 (Tank Wagon) FF MA HUB	1997	FREIGHT LINER	FL70	IFV6HFAA1VL761322	BA813900		MA
HOP Energy, LLC	1720	D	1720 (Tank Wagon) FF NNJ HUB	1989	FORD	L8000	IFDXR82A9KVA57551	897756C		NJ

count = 189

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
 F - Financed  
 D - Dormant  
 for Sale  
 S - Sold

HOP Unit #

Unit

Year Spec - Make Spec - Model

Description

Unit Serial Number

Title #

State where title is issued

Active vehicles that are financed by a third party

HOP Unit #	Unit	Year	Spec - Make	Spec - Model	Description	Unit Serial Number	Title #	State where title is issued
1417	F 1417 (Tank Wagon) TLC	1996	INTERNATIONAL	4900	INTERNATIONAL	IHTSDAANOT264857		CT
1418	F 1418 (Tank Wagon) TLC	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN4VH431286		CT
1419	F 1419 (Tank Wagon) Valley	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN8VH431288		CT
1420	F 1420 (Tank Wagon) DiaDel	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN6VH433492		PA
1421	F 1421 (Tank Wagon) DiaDel	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAANXVH433494		PA
1422	F 1422 (Tank Wagon) BkSw	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN3VH433496		PA
1423	F 1423 (Tank Wagon) Valley	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN5VH433502		CT
1424	F 1424 (Tank Wagon) Oexp_Cap	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN7VH433503		MA
1425	F 1425 (Tank Wagon) TLC	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN9VH433504		CT
1426	F 1426 (Tank Wagon) TLC	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN6VH433508		CT
1427	F 1427 (Tank Wagon) Valley	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN9VH433535		CT
1428	F 1428 (Tank Wagon) Oexp_Cap	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN2VH433537		MA
1429	F 1429 (Tank Wagon) TLC	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN6VH433539		CT
1430	F 1430 (Tank Wagon) TLC	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN9VH433549		CT
1431	F 1431 (Tank Wagon) Valley	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN2VH433554		CT
1432	F 1432 (Tank Wagon) Valley	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN4VH433555		CT
1433	F 1433 (Tank Wagon) ALLENTOWN	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN5VH433497 S/C 32		PA
1434	F 1434 (Tank Wagon) TLC	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN8VH433574		CT
1435	F 1435 (Tank Wagon) Metro	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN3VH433577		NJ
1436	F 1436 (Tank Wagon) Valley	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN7VH433582		CT
1437	F 1437 (Tank Wagon) TLC	1997	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAR3VH464556		CT
1438	F 1438 (Tank Wagon) TLC	1998	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAANI1VH507452		CT
1439	F 1439 (Tank Wagon) Valley	1998	INTERNATIONAL	4900E	INTERNATIONAL	IHTSDAAN9VH507456		CT
1440	F 1440 (Tractor) ALLENTOWN	1997	FREIGHTLINER	FLD	FREIGHTLINER	2FUVDY88VA72765		PA
1443	F 1443 (Tank Wagon) ECT	1998	FREIGHTLINER	FLC-120	FREIGHTLINER	IFUYSDYB7WFP895523		CT
1444	F 1444 (Tank Wagon) Corp	1998	FREIGHTLINER	FLC-120	FREIGHTLINER	IFUYSDYB1WFP895551		CT
1445	F 1445 (Tank Wagon) AllExp	1998	FREIGHTLINER	FLC-120	FREIGHTLINER	IFUYSDYBOWP895542		MA
1446	F 1446 (Tank Wagon) AllExp	1998	FREIGHTLINER	FLC-120	FREIGHTLINER	IFUYSDYB9WFP895507		MA
1447	F 1447 (Tank Wagon) AllExp	1998	FREIGHTLINER	FLC-120	FREIGHTLINER	IFUYSDYB3WFP895373		MA
1448	F 1448 (Tank Wagon) AllExp	1998	FREIGHTLINER	FLC-120	FREIGHTLINER	IFUYSDYBXXWFP895564		MA
1449	F 1449 (Tank Wagon) AllExp	1998	FREIGHTLINER	FLC-120	FREIGHTLINER	IFUYSDYB6WFP895576		MA
1452	F 1452 (Van) AllExp	2003	CHEVROLET	3500 EXPRESS Extended	CHEVROLET	IGCHG39U231103067		MA
1453	F 1453 (Van) AllExp	2003	CHEVROLET	3500 EXPRESS Extended	CHEVROLET	IGCHG39U231105782		MA
1454	F 1454 (Van) AllExp	2003	CHEVROLET	3500 EXPRESS Extended	CHEVROLET	IGCHG39U331106107		MA
1455	F 1455 (Van) AllExp	2003	CHEVROLET	3500 EXPRESS Extended	CHEVROLET	IGCHG39U631105243		MA
1456	F 1456 (Van) AllExp	2003	CHEVROLET	3500 EXPRESS Extended	CHEVROLET	IGCHG39U731105350		MA
1457	F 1457 (Van) TLC	2003	CHEVROLET	3500 EXPRESS Extended	CHEVROLET	IGCHG39U331105720		CT
1458	F 1458 (Van) TLC	2003	CHEVROLET	3500 EXPRESS Extended	CHEVROLET	IGCHG39U631106019		CT
1459	F 1459 (Van) TLC	2003	CHEVROLET	3500 EXPRESS Extended	CHEVROLET	IGCHG39U031105500		CT
1460	F 1460 (Van) TLC	2003	CHEVROLET	3500 EXPRESS Extended	CHEVROLET	IGCHG39U631106022		CT
1494	F 1494 (Car) Metro	2003	CHEVROLET	TRAILBLAZER LS	TRAILBLAZER LS	IGNDT13S032198512		NJ
1526	F 1526 (Car) Valley	2003	CHEVROLET	TRAILBLAZER	TRAILBLAZER	IGNDT13S032403388		CT
1542	F 1542 (Misc Vehicle) AllExp	2003	CHEVROLET	Pickup - K1500 Silverado	CHEVROLET	IGCEK19T33E201613		MA
1565	F 1565 (Van) Valley	2004	CHEVROLET	EXPRESS EXTD CARGO	CHEVROLET	IGCHG39U441117215		CT
1566	F 1566 (Van) Valley	2004	CHEVROLET	EXPRESS EXTD CARGO	CHEVROLET	IGCHG39U441117232		CT

Exhibit E

Title Documents

Vehicles subject to certificates of title:

HOP Unit #	Name of Grantor	O - Owned F - Financed D - Dormant S - Sold	Unit	Year	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
1567	1567 (Van) Valley	F	CHEVROLET	2004	EXPRESS EXT D	CARGO	IGCHG39U741117208	not available-held by 3rd party	CT
1568	1568 (Van) Valley	F	CHEVROLET	2004	EXPRESS EXT D	CARGO	IGCHG39U441117196	not available-held by 3rd party	CT
1569	1569 (Van) Valley	F	CHEVROLET	2004	EXPRESS EXT D	CARGO	IGCHG39U541117255	not available-held by 3rd party	CT
1570	1570 (Van) Valley	F	CHEVROLET	2004	EXPRESS EXT D	CARGO	IGCHG39U241117200	not available-held by 3rd party	MA
1571	1571 (Van) Oexp_Cap	F	CHEVROLET	2004	EXPRESS EXT D	CARGO	IGCHG39U941117226	not available-held by 3rd party	NY
1572	1572 (Van) Metro	F	CHEVROLET	2004	EXPRESS HD	CARGO	IGCHG33U241117008	not available-held by 3rd party	NJ
1573	1573 (Van) Brooklyn	F	CHEVROLET	2004	EXPRESS HD	CARGO	IGCHG33U341116191	955405V	NY
1574	1574 (Van) Brooklyn	F	CHEVROLET	2004	EXPRESS HD	CARGO	IGCHG33U441116507	19266K	NY
1575	1575 (Van) Brooklyn	F	CHEVROLET	2004	EXPRESS HD	CARGO	IGCHG33U441116507	132167G	NY
1576	1576 (Van) Brooklyn	F	CHEVROLET	2004	EXPRESS HD	CARGO	IGCHG33U941117202	892262S	NY
1577	1577 (Misc Vehicle) BkSw	F	CHEVROLET	2004	Van - EXPRESS EXT D	CARGO	IGCHG39U641117202	not available-held by 3rd party	PA
1578	1578 (Tank Wagon) Metro	F	FORD	1994	L-8000		IFDZY82EGRV A07568	not available-held by 3rd party	NJ
1579	1579 (Tank Wagon) Oexp_Cap	F	INTERNATIONAL	1997	4900E		IHTSDAAN4VH446466	not available-held by 3rd party	MA
1580	1580 (Tank Wagon) TLC	F	INTERNATIONAL	1998	4900E		IHTSDAAN8WH578471	not available-held by 3rd party	CT
1581	1581 (Tank Wagon) AllExp	F	INTERNATIONAL	1998	4900		IHTSDAANXWH507420	not available-held by 3rd party	MA
1582	1582 (Tank Wagon) AllExp	F	INTERNATIONAL	1998	4900		IHTSDAAN2WH507427	not available-held by 3rd party	MA
1583	1583 (Tank Wagon) AllExp	F	INTERNATIONAL	1998	4900		IHTSDAAN9WH507375	not available-held by 3rd party	MA
1584	1584 (Tank Wagon) Metro	F	INTERNATIONAL	1998	4900		IHTSDAAN7WH507505	not available-held by 3rd party	NJ
1585	1585 (Tank Wagon) ECT	F	INTERNATIONAL	2000	4900		IHTSDAAN1YH233236	not available-held by 3rd party	CT
1586	1586 (Tank Wagon) Oexp_Cap	F	INTERNATIONAL	2000	4900		IHTSDAAN6YH233362	not available-held by 3rd party	MA
1587	1587 (Tank Wagon) DiaDel	F	INTERNATIONAL	1998	4900E		IHTSDAAN2WH507377	not available-held by 3rd party	PA
1588	1588 (Tank Wagon) TLC	F	INTERNATIONAL	1998	4900E		IHTSDAAN1WH507516	not available-held by 3rd party	CT
1589	1589 (Tank Wagon) TLC	F	INTERNATIONAL	1998	4900E		IHTSDAANXWH507526	not available-held by 3rd party	CT
1590	1590 (Tank Wagon) AllExp	F	INTERNATIONAL	1999	4900		IHTSDAAN4WH507526	not available-held by 3rd party	MA
1591	1591 (Tank Wagon) ALLENTOWN	F	INTERNATIONAL	1998	4900		IHTSDAANXWH523150	not available-held by 3rd party	PA
1592	1592 (Tank Wagon) BkSw	F	INTERNATIONAL	1998	4900		IHTSDAAN2WH508285	not available-held by 3rd party	PA
1593	1593 (Tank Wagon) BkSw	F	INTERNATIONAL	1998	4900		IHTSDAANXWH233235	not available-held by 3rd party	PA
1594	1594 (Tank Wagon) BkSw	F	INTERNATIONAL	2000	4900		IHTSDAANXWH434984	not available-held by 3rd party	PA
1595	1595 (Tank Wagon) DiaDel	F	INTERNATIONAL	1997	4900		IHTSDAAN6WH527955	not available-held by 3rd party	PA
1596	1596 (Tank Wagon) AllExp	F	INTERNATIONAL	1998	4900		IGNDT13S842278821	not available-held by 3rd party	PA
1599	1599 (Car) Corp	F	CHEVROLET	2004	TRAILBLAZER		2HKYF18644H603087	not available-held by 3rd party	NJ
1606	1606 (Car) Corp	F	CHEVROLET	2004	TRAILBLAZER		IGNDT13S942171021	not available-held by 3rd party	PA
1607	1607 (Car) Corp	F	CHEVROLET	2004	TRAILBLAZER		IGNDT13S842304299	not available-held by 3rd party	PA
1635	1635 (Car) Corp	F	HONDA	2004	PILOT		2HKYF18644H603087	986472K	NY
1636	1636 (Car) Corp	F	HONDA	2004	PILOT		2HKYF18154H561999	not available-held by 3rd party	CT
1638	1638 (Tank Wagon) TLC	F	FORD	1995	L8000		IFDXR82EASV A08650	not available-held by 3rd party	CT
1639	1639 (Tank Wagon) TLC	F	FORD	1996	L8000		IGCHG39U041222365	not available-held by 3rd party	CT
1640	1640 (Van) AllExp	F	CHEVROLET	2004	EXPRESS EXT D		IGCHG39U241223744	not available-held by 3rd party	MA
1641	1641 (Van) AllExp	F	CHEVROLET	2004	EXPRESS EXT D		IGCHG39U441222515	not available-held by 3rd party	MA
1642	1642 (Van) AllExp	F	CHEVROLET	2004	EXPRESS EXT D		IGCHG39U841222381	not available-held by 3rd party	MA
1643	1643 (Van) AllExp	F	CHEVROLET	2004	EXPRESS EXT D		IGCHG39U941222249	not available-held by 3rd party	MA
1644	1644 (Van) AllExp	F	CHEVROLET	2004	EXPRESS EXT D		IGCHG33U241223734	not available-held by 3rd party	MA
1645	1645 (Van) ALLENTOWN	F	CHEVROLET	2004	EXPRESS		IGCHG33U941224718	not available-held by 3rd party	PA
1646	1646 (Van) ALLENTOWN	F	CHEVROLET	2004	EXPRESS		IGCHG33U941223675	not available-held by 3rd party	PA
1647	1647 (Van) TLC	F	CHEVROLET	2004	EXPRESS EXT D		IGCHG39U241224084	not available-held by 3rd party	CT
1648	1648 (Van) TLC	F	CHEVROLET	2004	EXPRESS EXT D		IGCHG39U241224084	not available-held by 3rd party	CT
1649	1649 (Van) TLC	F	CHEVROLET	2004	EXPRESS EXT D		IGCHG39U741223089	not available-held by 3rd party	CT



Exhibit E

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned  
F - Financed  
D - Dormant  
for Sale  
S - Sold

Description

HOP Unit # Unit

HOP Unit #	Unit	Year	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
1650	(Van) TLC	2004	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U8412223523		CT
1651	(Van) BkSw	2004	CHEVROLET	G3500 EXPRESS	IGCHG35U341224729		PA
1652	(Van) DiaDel	2004	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U141224433		PA
1653	(Van) DiaDel	2004	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U241221377		PA
1654	(Van) Brooklyn	2004	CHEVROLET	G3500 EXPRESS	IGCHG35U141224745		NY
1655	(Van) Brooklyn	2004	CHEVROLET	G3500 EXPRESS	IGCHG35U541222318		NY
1656	(Van) Brooklyn	2004	CHEVROLET	G3500 EXPRESS	IGCHG35U841221504		NY
1657	(Van) Metro	2004	CHEVROLET	G3500 EXPRESS	IGCHG35U041224770	800344C	NY
1658	(Van) Metro	2004	CHEVROLET	G3500 EXPRESS	IGCHG35UX41224775	800381C	NJ
1659	(Van) Oexp_Cap	2004	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U741223254		MA
1660	(Van) Oexp_Cap	2004	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U941221487		MA
1661	(Van) Valley	2004	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U141222892		CT
1662	(Van) Valley	2004	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U41223782		CT
1663	(Van) Valley	2004	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39UX41224088		CT
1728	(Tank Wagon) ECT	1998	INTERNATIONAL	4900	IHTSDAANOWH57582	U742485	NJ
1729	(Tank Wagon) Oexp_Cap	1998	INTERNATIONAL	4900	IHTSDAAN5WH521550		MA
1730	(Tank Wagon) Oexp_Cap	1999	INTERNATIONAL	4900	IHTSDAAN5WH518695		MA
1731	(Tank Wagon) ECT	1997	INTERNATIONAL	4900	IHTSDAANI V4493650		CT
1733	(Tank Wagon) AllExp	2001	INTERNATIONAL	4900	IHTSDAAN71H339566		MA
1734	(Tank Wagon) ECT	1998	INTERNATIONAL	4900	IHTSDAAN4WH603849		CT
1735	(Tank Wagon) TLC	1998	INTERNATIONAL	4900E	IHTSDAAN2WH582337		CT
1736	(Tank Wagon) Valley	1998	INTERNATIONAL	4900E	IHTSDAAN8WH602820		CT
1737	(Tank Wagon) TLC	1999	INTERNATIONAL	4900E	IHTSDAAN6XH638474		CT
1738	(Tank Wagon) DiaDel	1999	INTERNATIONAL	4900E	IHTSDAAN4XH638506		PA
1739	(Tank Wagon) TLC	1994	INTERNATIONAL	8100	IHTCHBER7RH581091		CT
1740	(Tank Wagon) TLC	1998	INTERNATIONAL	4900E	IHTSDAAN2WH507413		CT
1741	(Tank Wagon) BkSw	1998	INTERNATIONAL	4900E	IHTSDAAN8WH507464		PA
1742	(Tank Wagon) ALLENTOWN	1998	INTERNATIONAL	4900E	IHTSDAAN9WH521552		PA
1743	(Tank Wagon) DiaDel	1998	INTERNATIONAL	4900E	IHTSDAAN0WH521553		PA
1744	(Tank Wagon) ALLENTOWN	1998	INTERNATIONAL	4900E	IHTSDAAN2WH521554		PA
1745	(Tank Wagon) DiaDel	1998	INTERNATIONAL	4900	IHTSDAAN4WH521555		PA
1749	(Car) Corp	2004	CHEVROLET	TRAILBLAZER	IGNDT138442431762		CT
1750	(Car) Corp	2004	CHEVROLET	TRAILBLAZER	IGNDT138042428129		CT
1754	(Car) Corp	2005	TOYOTA	AVALON	4T1BK368850004029		CT
1757	(Car) Corp	2005	TOYOTA	AVALON	4T1BK36B15J044937		CT
1761	(Van) DiaDel	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U051112126		PA
1762	(Van) ALLENTOWN	2005	CHEVROLET	G3500 EXPRESS	IGCHG35U651112976		PA
1763	(Van) Metro	2005	CHEVROLET	G3500 EXPRESS	IGCHG35U151115073	543422D	NJ
1764	(Van) Metro	2005	CHEVROLET	G3500 EXPRESS	IGCHG35U151115414	543421D	NJ
1765	(Van) Metro	2005	CHEVROLET	G3500 EXPRESS	IGCHG35U151112996	543423D	NJ
1766	(Van) Brooklyn	2005	CHEVROLET	G3500 EXPRESS	IGCHG35UX51115962	404075E	NY
1767	(Van) Brooklyn	2005	CHEVROLET	G3500 EXPRESS	IGCHG35U251115583	883237G	NY
1768	(Van) AllExp	2005	CHEVROLET	G3500 EXPRESS	IGCHG35UX51122510		MA
1769	(Van) AllExp	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39UX51112098		MA
1770	(Van) AllExp	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39UX51112182		MA
1772	(Van) AllExp	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39UX51112087		MA
1773	(Van) AllExp	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U751112107		MA

Exhibit E

Title Documents

Vehicles subject to certificates of title:

HOP Unit #	Name of Grantor	Description	Year	Spec - Make	Spec - Model	Unit	Title #		State where title is issued
							O - Owned	F - Financed	
1774	F - Dormant	1774 (Van) Oexp_Cap	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U951112089	not available-held by 3rd party	MA	
1775	F	1775 (Van) Oexp_Cap	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U651112308	not available-held by 3rd party	MA	
1776	F	1776 (Van) Oexp_Cap	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U651112456	not available-held by 3rd party	MA	
1777	F	1777 (Van) TLC	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U651112201	not available-held by 3rd party	CT	
1778	F	1778 (Van) TLC	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U151111826	not available-held by 3rd party	CT	
1779	F	1779 (Van) TLC	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U151111907	not available-held by 3rd party	CT	
1780	F	1780 (Van) TLC	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U251112015	not available-held by 3rd party	CT	
1781	F	1781 (Van) TLC	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U651111787	not available-held by 3rd party	CT	
1782	F	1782 (Van) Valley	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U651112020	not available-held by 3rd party	CT	
1783	F	1783 (Van) Valley	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U851112164	not available-held by 3rd party	CT	
1784	F	1784 (Van) Valley	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U751112222	not available-held by 3rd party	CT	
1785	F	1785 (Van) Valley	2005	CHEVROLET	G3500 EXPRESS EXTDED	IGCHG39U951112318	not available-held by 3rd party	CT	
1786	F	1786 (Van) AllExp	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U451253111	not available-held by 3rd party	MA	
1787	F	1787 (Van) AllExp	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U851251250	not available-held by 3rd party	MA	
1788	F	1788 (Van) AllExp	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U651250205	not available-held by 3rd party	MA	
1789	F	1789 (Van) AllExp	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U251250508	not available-held by 3rd party	MA	
1790	F	1790 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U651248134	not available-held by 3rd party	PA	
1791	F	1791 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U151249981	not available-held by 3rd party	PA	
1792	F	1792 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U051249602	not available-held by 3rd party	PA	
1793	F	1793 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U551249496	not available-held by 3rd party	PA	
1794	F	1794 (Misc Vehicle) BkSw	2005	CHEVROLET	Van - EXPRESS EXTD CARGO	IGCHG39U651250417	not available-held by 3rd party	PA	
1795	F	1795 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U551250292	not available-held by 3rd party	PA	
1796	F	1796 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U251249228	not available-held by 3rd party	PA	
1797	F	1797 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U251250072	not available-held by 3rd party	PA	
1798	F	1798 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U551248493	not available-held by 3rd party	PA	
1799	F	1799 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U551248347	not available-held by 3rd party	PA	
1800	F	1800 (Van) BkSw	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U851249752	not available-held by 3rd party	PA	
1802	F	1802 (Van) ALLENTOWN	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U451249320	not available-held by 3rd party	PA	
1803	F	1803 (Van) ALLENTOWN	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U851249550	not available-held by 3rd party	PA	
1804	F	1804 (Van) ALLENTOWN	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U051249914	not available-held by 3rd party	PA	
1805	F	1805 (Van) ALLENTOWN	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U451248118	not available-held by 3rd party	PA	
1806	F	1806 (Van) DiaDel	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U651250637	not available-held by 3rd party	PA	
1807	F	1807 (Van) DiaDel	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U651250043	not available-held by 3rd party	PA	
1808	F	1808 (Van) Oexp_Cap	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U951251090	not available-held by 3rd party	MA	
1809	F	1809 (Van) Oexp_Cap	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U551249672	not available-held by 3rd party	MA	
1810	F	1810 (Van) TLC	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U851248665	not available-held by 3rd party	CT	
1811	F	1811 (Van) TLC	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U851248634	not available-held by 3rd party	CT	
1812	F	1812 (Van) TLC	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHC39U151249219	not available-held by 3rd party	CT	
1813	F	1813 (Van) Valley	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U251249259	not available-held by 3rd party	CT	
1814	F	1814 (Van) Valley	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U451249201	not available-held by 3rd party	CT	
1815	F	1815 (Van) Valley	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U551249417	not available-held by 3rd party	CT	
1816	F	1816 (Van) Valley	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U251249696	not available-held by 3rd party	CT	
1817	F	1817 (Van) Valley	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U451249778	not available-held by 3rd party	CT	
1818	F	1818 (Van) Valley	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U651249684	not available-held by 3rd party	CT	
1819	F	1819 (Van) ECT	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U551249787	not available-held by 3rd party	CT	
1820	F	1820 (Van) ECT	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U051250183	not available-held by 3rd party	CT	
1821	F	1821 (Van) ECT	2005	CHEVROLET	EXPRESS EXTD CARGO	IGCHG39U651250138	not available-held by 3rd party	CT	

Vehicles subject to certificates of title:

Name of Grantor		Description		Title #		State where title is issued	
HOP Unit #	for Sale	Year	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
1822	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U651250284	not available-held by 3rd party	CT
1823	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U751250133	not available-held by 3rd party	CT
1824	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U351250470	not available-held by 3rd party	CT
1825	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U451250252	not available-held by 3rd party	CT
1826	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U651249989	not available-held by 3rd party	CT
1827	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U851251115	not available-held by 3rd party	CT
1828	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U251250606	not available-held by 3rd party	CT
1829	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U251250685	not available-held by 3rd party	CT
1830	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U451250767	not available-held by 3rd party	CT
1831	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U851250707	not available-held by 3rd party	CT
1832	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U951251011	not available-held by 3rd party	CT
1833	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U251253490	not available-held by 3rd party	CT
1834	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG35U351249549	not available-held by 3rd party	NJ
1835	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U851249482	not available-held by 3rd party	NJ
1836	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U251249963	not available-held by 3rd party	NJ
1837	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U051250464	not available-held by 3rd party	NJ
1838	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U351250619	not available-held by 3rd party	NJ
1839	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U151250764	not available-held by 3rd party	NJ
1840	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U651251005	not available-held by 3rd party	NJ
1841	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U851250891	not available-held by 3rd party	MA
1842	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U551248159	not available-held by 3rd party	MA
1843	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U551248077	not available-held by 3rd party	MA
1844	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U251248189	not available-held by 3rd party	MA
1845	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U151248815	not available-held by 3rd party	MA
1846	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U651248647	not available-held by 3rd party	MA
1847	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U251251342	not available-held by 3rd party	PA
1848	F	2005	CHEVROLET	EXPRESS REG CARGO	IGCHG35U051250710	not available-held by 3rd party	PA
1849	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U351251022	not available-held by 3rd party	MA
1850	F	2005	CHEVROLET	EXPRESS EXT D CARGO	IGCHG39U851250531	not available-held by 3rd party	MA
count = 215							
<b>Vehicles that have been sold by the company during the current fiscal year</b>							
0005	S	1997	FORD	E350	129232	not available at this time	CT
0011	S	1997	FORD	E-350	IFTJ34LXVHA57674	not available at this time	PA
0013	S	1997	FORD	E350	180905	not available at this time	CT
0082	S	1990	INTERNATIONAL	4900	IHTSDTYN2LH228822	4186009004HE	PA
0087	S	1985	MACK	MIDLINER	149145	not available at this time	PA
90	S	1985			VG6M112BF7FB064550	not available at this time	PA
497	S	1992	FORD	L8000	IFDXR82AXNVA17385	not available at this time	MA
719	S	1994	FORD	E-350	IFTJE34H9RH92119	023928675	CT
729	S	1996	FORD	E-350	IFTJE34H8THAO1264	023928642	CT
736	S	1993	FORD	E-350	IFTJR34H1PHB50248	023928642	CT
0769	S	1983	FORD	Pickup - F250	2FTFE76F4DCA02716	34862375102HE	PA
0778	S	1986	FORD	Truck - F350	IFTXK37H4GNA85342	38944828002HE	PA
0781	S	1987	FORD	C8000	87837	not available at this time	PA
784	S	1988	MACK	MS3000	VG6M112BB8B066803	41616282002HE	PA
787	S	1989	FORD	C8000	IFDXD80UR8KVA32619	42583391302HE	PA

Exhibit E

Title Documents

Vehicles subject to certificates of title:

Name of Grantor		Description		Title #		State where title is issued	
HOP Unit #	Unit	Year	Spec - Make	Spec - Model	Unit Serial Number	Title #	State where title is issued
0813	0813 (Van) DiaDel	1997	FORD	E-250	IFTHE24L8VHA67278		PA
0919	0919 (Car) Brooklyn	1997	FORD	TAURUS	166026		NY
992	0992 (Van-Active Disposal) TLC	1999	CHEVROLET	G3500	1GCHG35R1X1038946		CT
1049	1049 (Tank Wagon) AllExp	1985	WHITE		IFDYD80UJFVA18635		
1159	1160 (Tank Wagon) Valley	1987	VOLVO	FE-715	YB3U7A6A8HB405406		
1177	1177 (Tank Wagon) Terry	1990	INTERNATIONAL	4900	IHTSDZ7N9LH300003		MA
1191	1191 (Van) Oexp_Cap	2000	CHEVROLET	G3500X	1GCHG39RXX1136109		
1246	1246 (Car) TLC	1999	CHEVROLET	TAHOE 10706	1GNEK13RXXJ557400		
1402	1402 (Tank Wagon) ALLENTOWN	1989	MACK	MR690P	1M2K168C4KM002123		
1467	1467 (Van) DiaDel	1995	GMC	SAFARI	1GTDM19W7SB500795		NJ
1471	1471 (Van) Corp	1995	GMC	SAFARI	119667		PA
1473	1473 (Van) Corp	1997	GMC	SAFARI	89524		PA
1475	1475 (Van) Corp	1998	GMC	SAFARI	85614		NY
1493	1493 (Car) Brooklyn	1998	DODGE	CARAVAN	142601		NY
1500	1500 (T/W Marked for Disp) Brooklyn	1987	FORD	L8000	10280		NY
1534	1534 (Van) Metro	1993	GMC	3500	88801		NJ
1541	1541 (Misc Vehicle) Valley	1985	NISSAN	Pickup - KING CAB 4X4	JN6ND06Y3FW000083		CT
1545	1545 (Misc Vehicle) Corp	1988	FORD	Van - E 350	95202		NY
1630	1630 (Misc Vehicle) ALLENTOWN	1993	ISUZU	CUBE VAN	196973		PA
1631	1631 (Misc Vehicle) ALLENTOWN	1993	ISUZU	CUBE VAN	47948		PA

count =

35

**EXHIBIT F**

(SEE SECTION 3.11 OF SECURITY AGREEMENT)

**FIXTURES**

I. Legal description, county and street address of property on which Fixtures are located (by Grantor):

**See attached EXHIBIT F – FIXTURES**

II. Name and Address of Record Owner:

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

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[TPW: NYLEGAL: 525829.7] 19894-00024 07/21/2006 2:20 PM

[TPW: NYLEGAL:525829.9] 19894-00024 07/25/2006 02:14 PM

Exhibit F - Fixtures

HOP Energy, LLC

I. Legal description, county and street address of property on which Fixtures are located (by Grantor).

A. HOP Energy, LLC

**Properties Owned by the Grantor**

1. Diamond/Delchester/Major Oil  
Chester County  
841 Lincoln Avenue  
P.O. Box 596  
Westchester, PA 19830
2. Diamond/Delchester/Major Oil  
Chester County  
Kennett Square  
613 Ways Lane  
431 So. Walnut Steet  
Kennett Square, PA 19348

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3. Diamond/Delchester/Major Oil  
Philadelphia County  
501 to 503 East Hunting Park Avenue  
Philadelphia, PA 19124
4. Brinker's Fuel  
Bucks County  
445 North West Street  
Doylestown, PA 18901
5. Brinker's Fuel  
Northampton County  
504 Easton Road  
Riegelsville, PA 18077
6. DDLC  
Windham County  
(a/k/a Danielson Oil)  
84 Shephard Hill Road  
Danielson, Connecticut 06239
7. DDLC  
New London County  
(a/k/a City Coal Company)  
410 Bank Street  
New London, Connecticut 06320
8. Valley Oil  
Windham County  
82 Columbia Avenue  
Willimantic, Connecticut 06226
9. Valley Oil  
Middlesex County  
Lots # 207 208 209 and 210 Kickapoo Road  
Middlefield CT 06455

10. Terry Oil  
Middlesex County  
17 Meserve Street  
Hopkinton, MA 01748

There are no buildings at this location.

**Note:** Location has three bulk fuel storage tanks

**Properties Leased by the Grantor**

1. Branch: Altemos Atlantic Fuel Oil  
Lehigh County  
1801 Union Boulevard  
Allentown, PA 18103
2. Branch: Altemos Atlantic Oil  
Carbon County  
533 East Penn Street  
Lehigh, PA 18235
3. Branch: CT Refining Co.  
New Haven County  
25 Bernhard Road  
North Haven Ct 06473

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4. Branch: Automatic / TLC  
Hartford County  
62 Oakland Avenue and  
64 Oakland Avenue  
East Hartford, Connecticut 06108
5. Branch: Valley Oil  
Middlesex County  
36 Brownstone Avenue (formerly 1 Brownstone)  
Portland, Connecticut 06480
6. Branch: Saybrook / Pipeline Oil  
Middlesex County  
17 Industrial Park Road, Unit 9  
Centerbrook CT 06409
7. Heating Oil Partners, L.P.  
Fairfield County  
Corporate Headquarters – 2<sup>nd</sup> floor  
1120 Post Road  
Darien, Connecticut 06820
8. Heating Oil Partners, L.P.  
Fairfield County  
Corporate Headquarters – 3<sup>rd</sup> floor  
1120 Post Road  
Darien, Connecticut 06820
9. Branch: Oil Express - Cape  
County of Barnstable  
132 East Falmouth Highway  
Route 28  
East Falmouth, MA 02536

10. Branch: Oil Express - Westminster  
Worcester County  
23 Village Inn Road  
Westminster, MA 01473
  11. Branch: Alliance Express  
Suffolk County  
11 Broadway  
Chelsea, MA 01250
  12. Branch: Alliance Express  
County of Norfolk  
432 Quincy Avenue  
Braintree, MA 02184
  13. Branch: Terry Oil  
Middlesex County  
122 South Street  
Hopkinton, MA 01748
  14. Branch: Metro Fuel  
Bergen County  
1011 Hudson Avenue  
Ridgefield NJ 07657-2316
- 
15. Branch: Madison Oil  
Kings County  
2125 Mill Avenue  
Brooklyn NY 11234
  16. Branch: Beacon Oil  
Hudson County  
746 Avenue E  
Bayonne NJ 07002
  17. Branch: HOP Fleet Fueling  
Burlington County  
900 N. Lenola Road, Unit 7-L  
Moorestown NJ 08057
  18. Branch: HOP Fleet Fueling  
Bucks County  
One Neshaminy Interplex, Suite 300  
Trevose PA 19053
  19. Branch: North Atlantic Energy  
Bronx County  
1160 Randall Avenue  
Bronx NY 10474
  20. Branch: HOP Fleet Fueling  
Union County  
2600 Marshes Dock Road  
Linden NJ 07038
  21. Branch: HOP Fleet Fueling  
Baltimore County  
801 East Ordinance Road  
Baltimore MD 21226



22. Heating Oil Partners, L.P.  
Westchester County  
Corporate Headquarters – 3<sup>rd</sup> floor  
4 West Red Oak Lane  
White Plains New York 10604

23. Branch: Altemos Atlantic Oil  
Lehigh County  
1109 Union Boulevard, 1<sup>st</sup> floor  
Allentown PA 18109

B. HOP Energy Holdings, Inc.  
  
None

II. Name and Address of Record Owner

A. HOP Energy, LLC

**Properties Owned by the Grantor**

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1. Diamond/Delchester/Major Oil  
841 Lincoln Avenue  
P.O. Box 596  
Westchester, PA 19830

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

2. Diamond/Delchester/Major Oil  
Kennett Square  
613 Ways Lane  
431 So. Walnut Steet  
Kennett Square, PA 19348

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

3. Diamond/Delchester/Major Oil  
501 to 503 East Hunting Park Avenue  
Philadelphia, PA 19124

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

4. Brinker's Fuel  
445 North West Street  
Doylestown, PA 18901

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

5. Brinker's Fuel  
504 Easton Road  
Riegelsville, PA 18077

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

6. DDLC  
(a/k/a Danielson Oil)  
84 Shephard Hill Road  
Danielson, Connecticut 06239

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

7. DDLC  
(a/k/a City Coal Company)  
410 Bank Street  
New London, Connecticut 06320

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

8. Valley Oil  
82 Columbia Avenue  
Willimantic, Connecticut 06226
- 

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

9. Valley Oil  
Lots # 207 208 209 and 210 Kickapoo Road  
Middlefield CT 06455  
There are no buildings at this location.

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

10. Terry Oil  
17 Meserve Street  
Hopkinton, MA 01748

There are no buildings at this location.

**Note:** Location has three bulk fuel storage tanks

Owned by: HOP Energy, LLC  
1120 Post Road  
Darien CT 06820

**Properties Leased by the Grantor**

1. Branch: Altemos Atlantic Fuel Oil  
1801 Union Boulevard  
Allentown, PA 18103

Owned by: Lehigh Valley Commercial Properties, LLC  
825 12<sup>th</sup> Avenue  
Bethlehem PA 18018

2. Branch: Altemos Atlantic Oil

533 East Penn Street  
Lehighton, PA 18235

Owned by: Pipeline Petroleum Corp.  
P.O. Box 159  
Macungie, PA 18062

3. Branch: CT Refining Co.  
25 Bernhard Road  
North Haven Ct 06473

Owned by: Executive Office Centers  
36 Mill Plain Road, Suite 211  
Danbury, Connecticut 06811

4. Branch: Automatic / TLC  
62 Oakland Avenue and  
64 Oakland Avenue  
East Hartford, Connecticut 06108

Owned by: M & G Associates  
P.O. Box 280403  
120 Tolland Street  
East Hartford, CT 06128

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5. Branch: Valley Oil  
36 Brownstone Avenue (formerly 1 Brownstone)  
Portland, Connecticut 06480

Owned by: Briggs & Briggs, LLC  
c/o Richard W. Tomc, Esq.  
49 Main Street  
Middletown, CT 06457

6. Branch: Saybrook / Pipeline Oil  
17 Industrial Park Road, Unit 9  
Centerbrook CT 06409

Owned by: 17 Industrial Park Road Condominiums, LLC  
P.O. Box 250  
Essex CT 06426

7. Heating Oil Partners, L.P.  
Corporate Headquarters – 2<sup>nd</sup> floor  
1120 Post Road  
Darien, Connecticut 06820

Owned by: F & F Management Company  
27 Crescent Street  
P.O. Box 2186  
Stamford, CT 06906

8. Heating Oil Partners, L.P.  
Corporate Headquarters – 3<sup>rd</sup> floor  
1120 Post Road  
Darien, Connecticut 06820

Owned by: F & F Management Company

27 Crescent Street  
P.O. Box 2186  
Stamford, CT 06906

Leased to: Bank of America

Sub-Leased to: Heating Oil Partners, L.P.

9. Branch: Oil Express - Cape  
132 East Falmouth Highway  
Route 28  
East Falmouth, MA 02536

Owned by: Buckley & Scott Co., Inc.  
c/o Weathermark Investments, Inc.  
35 Braintree Hill Park  
Braintree, MA 02184

10. Branch: Oil Express - Westminster  
23 Village Inn Road  
Westminster, MA 01473

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Owned by: Village Realty Trust  
23 Village Inn Road  
Westminster, MA 01473

11. Branch: Alliance Express  
11 Broadway  
Chelsea, MA 01250

Owned by: Global Companies, LLC  
800 South Street  
Watermill Center  
Watham, MA 02254

12. Branch: Alliance Express  
432 Quincy Avenue  
Braintree, MA 02184

Owned by: Citgo Petroleum Corporation  
1293 Eldridge Parkway  
Houston TX 77077

13. Branch: Terry Oil  
122 South Street  
Hopkinton, MA 01748

Owned by: Thomas B. O'Brien Trustee of  
Jelrich Realty Trust u/d/t dated 9/28/68  
P.O. Box 44  
Berlin MA 01503

14. Branch: Metro Fuel  
1011 Hudson Avenue  
Ridgefield NJ 07657-2316

Owned by: Brenner Ridgefield  
P.O. Box 213  
Ridgefield NJ 07657

15. Branch: Madison Oil  
2125 Mill Avenue  
Brooklyn NY 11234

Owned by: BBPR Realty Corp.  
2125 Mill Avenue  
Brooklyn NY 11234-6307

16. Branch: Beacon Oil  
746 Avenue E  
Bayonne NJ 07002

Owned by: Beacon Oil Company, Inc.  
8 Watson Court East  
Edison NJ 08820

17. Branch: HOP Fleet Fueling  
900 N. Lenola Road, Unit 7-L  
Moorestown NJ 08057

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Owned by: S.D. Mayberry.  
876 North Lenola Road  
Moorestown NJ 08057

18. Branch: HOP Fleet Fueling  
One Neshaminy Interplex, Suite 300  
Trevose PA 19053

Owned by: Lincoln Subsidiary Joint Venture III  
Two Neshaminy Interplex, Suite 305  
Trevose PA 19053

19. Branch: North Atlantic Energy  
1160 Randall Avenue  
Bronx NY 10474

Owned by: LARJJ Properties LLC  
1160 Randall Avenue  
Bronx NY 10474

20. Branch: HOP Fleet Fueling  
2600 Marshes Dock Road  
Linden NJ 07038

Owned by: Gulf Oil  
90 Everett Avenue  
Chelsea MA 02150

21. Branch: HOP Fleet Fueling  
801 East Ordinance Road  
Baltimore MD 21226

Owned by: BP Products

801 East Ordinance Road  
Baltimore MD 21226

22. Heating Oil Partners, L.P.  
Corporate Headquarters – 3<sup>rd</sup> floor  
4 West Red Oak Lane  
White Plains New York 10604

Owned by: One & Four Red Oak, LLC  
One West Red Oak Lane  
White Plains NY 10604

23. Branch: Altemos Atlantic Oil  
1109 Union Boulevard, 1<sup>st</sup> floor  
Allentown PA 18109

Owned by: George W. Kistler, Jr.  
Aka: Emmaus Storage Yard  
23 South 6<sup>th</sup> Street  
Emmaus PA 18049

B. HOP Energy Holdings, Inc.

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None

**EXHIBIT G**

(SEE SECTION 3.13 OF SECURITY AGREEMENT AND DEFINITION OF "EQUITY COLLATERAL")

## LIST OF EQUITY COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY

## 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>
HOP Energy Holdings, Inc.	HOP Energy, LLC	TBD	TBD	Membership interests	100%

## BONDS

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
none					

## 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>
none						

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>
HOP Energy, LLC	Citigroup Global Markets Inc.	NYMEX heating oil futures contracts – see attached statement	N/A
HOP Energy, LLC	Morgan Stanley DW Inc.	NYMEX heating oil futures contracts,	N/A

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		NYMEX options (puts and calls) – see attached statement	
HOP Energy, LLC	BP Products North America	Over-the counter options, over-the-counter swap agreements (OTC equivalent to a NYMEX futures contract) – see attached long-form contract	n/a - in total the calls cover 32,340,000 gallons with a cost basis of \$5,715,360

[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**

Financing Statements will be filed with the Secretary of State of Delaware and in any other jurisdiction that the Administrative Agent deems necessary.

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**TRADEMARK**  
**REEL: 003395 FRAME: 0450**

**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 Pledge and Security Agreement, dated July 28, 2006 between the undersigned, as the Grantors, and JPMorgan Chase Bank, N.A., as the Administrative 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.

By:

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

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

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**TRADEMARK**  
**REEL: 003395 FRAME: 0451**

SCHEDULE I TO AMENDMENT

STOCKS

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Certificate Number(s)</u>	<u>Number of Shares</u>	<u>Class of Stock</u>	<u>Percentage of Outstanding Shares</u>

BONDS

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

GOVERNMENT SECURITIES

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

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED)

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>

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

COMMERCIAL TORT CLAIMS

<u>Name of Grantor</u>	<u>Description of Claim</u>	<u>Parties</u>	<u>Case Number; Name of Court where Case was Filed</u>

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**TRADEMARK**  
**REEL: 003395 FRAME: 0453**

**EXHIBIT J**

**COMMERCIAL TORT CLAIMS**

<u>Name of Grantor</u>	<u>Description of Claim</u>	<u>Parties</u>	<u>Case Number; Name of Court where Case was Filed</u>