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I.D. #

72706

FICTITIOUS BUSINESS NAME STATEMENT

(To be filed in Duplicate)

To the Secretary of State
of the State of Rhode Island

Pursuant to the provisions of Section 7-1.1-7.1 for corporations or 7-16-9 for limited liability companies of the General Laws, 1956, as amended, the undersigned hereby submits the following statement for authority to transact business in the State of Rhode Island under a fictitious name.:

FIRST: Fictitious business name to be used.....RELIABLE FUEL CO.....

SECOND: Legal name of applicant corporation or limited liability company:.....Petroleum
Heat and Power Co., Inc.

THIRD: Organized under the laws of.....Minnesota

FOURTH: Date of organization:.....September 25, 1986

FIFTH: If a corporation, business in which corporation is engaged: Retail distribution
of home heating oil, and oil burner service and installation.

SIXTH: If a corporation, address of registered office of the corporation within Rhode Island:
The Prentice Hall Corporation System, Inc., Suite 900, 170 Westminster St.,
Providence, RI 02903

SEVENTH: Applicant is otherwise authorized to do business in the State of Rhode Island.

Dated.....April 27, 1995

Petroleum Heat and Power Co., Inc.
(Applicant)

FILED

AUG 25 1995

By JD #55
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Alan Shapiro
Its Assistant Secretary

RECEIVED
SECRETARY OF STATE
AUG 25 1995

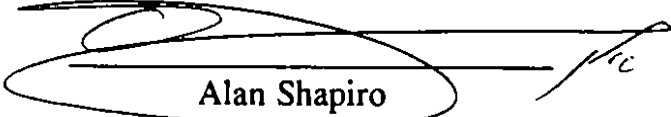
**AFFIDAVIT OF
ASSISTANT SECRETARY
OF
PETROLEUM HEAT AND POWER CO., INC.**

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

Alan Shapiro, being duly sworn, deposes and says:

1. That I am the Assistant Secretary of Petroleum Heat and Power Co., Inc. (the "Corporation").
2. That on March 16, 1995 the Corporation entered into a Purchase Agreement (the "Agreement") with Newport Energy, Inc. and its wholly owned subsidiaries.
3. That the attached portion of the Agreement which explains the transaction, a copy of which is attached hereto as Attachment A, is true and correct.
4. That the attached portion of the Agreement which cites the purchased names, a copy of which is attached hereto as Attachment B, is true and correct.

Dated: August 10, 1995


Alan Shapiro

Sworn to before me this
10 day of August, 1995


Notary Public

PAULA GOELLNER
Notary Public, State of New York
No. 31-4755905
Qualified in New York County
Commission Expires Sept. 30, 1996

FINAL

PURCHASE AGREEMENT ("Agreement") entered into March 16, 1995 by and among NEWPORT ENERGY INC., and its wholly owned subsidiaries ECONOMY OIL COMPANY, RELIABLE FUEL COMPANY, RELIABLE FUEL OF SOUTH COUNTY, INC., NEWPORT OIL CORPORATION and E.R. VIERA CORPORATION, all of which are Rhode Island corporations having a place of business at 366 Thames Street, Newport, R.I. 02840 (referred to herein collectively as "Seller" and individually as a "Seller Component"), PETROLEUM HEAT AND POWER CO., INC., a Minnesota corporation having an office at 2187 Atlantic Street, Stamford, CT 06902 (sometimes referred to herein as "Buyer"), and NEWPORT HARBOR CORPORATION, a Rhode Island corporation, having a place of business at 366 Thames Street, Newport, R.I. 02840 (sometimes referred to herein as the "Shareholder").

1. Recitals. This Agreement is entered into with reference to the following facts:

1.1 Buyer desires to purchase from Seller, and Seller desires to sell and to transfer to Buyer, substantially all of the business operations and assets of Seller relating to its petroleum products and propane business which shall be transferred to Buyer in consideration of the purchase price described herein and the assumption by Buyer of certain obligations and liabilities, all as hereinafter specifically set forth. Seller sells #2 fuel oil, diesel and gasoline (a) primarily in and around Washington, Kent and parts of Newport

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for a contractually required specific period of time, but does not include residential and small commercial Customers who purchase pursuant to standard industry "guaranteed", "pre-buy" or "capped price" contracts.

2.3 "C.O.D." means the Customer is required to pay for deliveries of fuel oil, at or prior to the time of delivery, but does not include budget plan customers.

2.4 "Customer" shall mean any person, partnership, LLC, firm or corporation which has purchased at retail on a non-Bid basis for consumption and not for resale any petroleum products or propane from Seller during the period beginning on January 1, 1994 and ending on the date of the Closing, including propane refill stations as shown on Exhibit 2.4.

2.5 "Customer Information" shall mean the names and addresses of all Customers as of the Closing, together with all related credit, service and delivery information in Seller's possession or control.

2.6 "Customer List" shall mean all documentation in Seller's possession or control containing Customer Information.

2.7 "Good Will" means the goodwill of the Purchased Business including the trade names, trade marks, service marks and telephone numbers (as set forth on Exhibit 2.7.1) used by Seller in the Purchased Business.

2.8 "Net Dollar Sale" means gross sales less all discounts, rebates, allowances, taxes and credits.

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foregoing, no creditor of Seller and no person seeking to enforce any agreement between such creditor and Seller shall have any rights by virtue of this Agreement.

PETROLEUM HEAT AND POWER
CO., INC.

By: *Justin McCarthy*
Justin McCarthy, President
SENIOR VICE

ECONOMY OIL COMPANY

By: *J. J. Kelly, President*

E.R. VIERA CORPORATION

By: *J. J. Kelly, President*

RELIABLE FUEL COMPANY

By: *J. J. Kelly, President*

NEWPORT ENERGY INC.

By: *J. J. Kelly, Present*

NEWPORT HARBOR CORPORATION

By: *J. J. Kelly, President*

RELIABLE FUEL OF SOUTH
COUNTY, INC.

By: *J. J. Kelly, President*

NEWPORT OIL CORPORATION

By: *J. J. Kelly, President*

3615JHH/1-86

EXHIBIT 2.7.1

List of Trade Names, Trade Marks,
Service Marks and Telephone Numbers

Bliss Staples Oil
Economy Oil
Family Propane
Jamestown Fuel Company
Keyes Oil Heat
Leary Oil
Macomber Brothers
Newport Oil Corporation
Paschoal Brothers
Reliable Fuel Company
Reliable Oil Company
Tanner Oil
Wakefield Branch Fuel
Watuppa Oil

The use of Reliable in the State of Massachusetts is
subject to possible common law rights of a company in
Northern Massachusetts by the name of Reliable Heating
Corporation.

See attached name search.