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UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

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In re	:	Chapter 11 Case No.
Heating Oil Partners L.P., and	:	05-51271 (AHWS)
Heating Oil Partners G.P., Inc.,	:	05-51272 (AHWS)
	:	
Debtors.	:	(Jointly Administered)

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RECEIVED
 U.S. BANKRUPTCY COURT
 DISTRICT OF CONNECTICUT
 BRIDGEPORT DIVISION
 JUN 13 2006

ORDER CONFIRMING DEBTORS'
FIRST AMENDED JOINT PLAN OF REORGANIZATION

The First Amended Joint Plan of Reorganization (as modified and amended by, inter alia, the Modifications (defined below), the "Plan")¹ under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") having been filed on April 3, 2006 by the above captioned debtors and debtors in possession, Heating Oil Partners, L.P. ("HOP") and Heating Oil Partners G.P., Inc. ("HOP G.P." and together with HOP, the "Debtors"), in the United States Bankruptcy Court for the District of Connecticut, Bridgeport Division; and the Debtors' First Modification To First Amended Joint Plan of Reorganization having been filed on June 5, 2006² (the "First Modification"); and the Debtors' Second Modification To First Amended Joint Plan of Reorganization having been filed on June 13, 2006³ (together with all other modifications to the Plan,

¹ Capitalized terms used herein and not otherwise defined herein have the respective meanings ascribed thereto in the Plan.

I certify that this is a true and correct copy of the original which is on file at the Office of the Clerk.

[Signature]
Deputy Clerk, U.S. Bankruptcy Court

[Signature]
Date

including the First Modification and all other modifications filed with the Court or made on the record before the Court, the "Modifications"; and the Debtors' First Amended Disclosure Statement Relating to Debtors' Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated April 3, 2006 (the "Disclosure Statement") and the Plan having been transmitted to holders of Claims against the Debtors and other parties in interest in accordance with the Order (i) Approving the Disclosure Statement; (ii) Establishing Solicitation Procedures; and (iii) Scheduling a Hearing and Establishing Notice and Objection Procedures in Respect of Confirmation of the Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, entered on April 7, 2006 (the "Disclosure Statement Order"), and the hearing pursuant to section 1128 of the Bankruptcy Code to consider confirmation of the Plan having been held before the Court on June 13, 2006 (the "Confirmation Hearing"); after due notice to holders of Claims against, and Equity Interests in, the Debtors, and to other parties in interest, in accordance with the Disclosure Statement Order, the Bankruptcy Code, and the Bankruptcy Rules; and the Certification of Craig I. Lifland Regarding the Tabulation of Votes on the Debtors' First Amended Joint Plan of Reorganization (the "Vote Certification"); and the

proffers of the Debtors' counsel in support of confirmation of the Plan; and the Disclosure Statement and related Approved Materials (as defined below) having been served on parties in interests consistent with the Disclosure Statement Order as evidenced by the Affidavit of Service by Craig I. Lifland; and the Plan Supplement having been filed with the Court on June 5, 2006 and having been served on the master service list as evidenced by the Affidavit of Service by Craig I. Lifland; and the Court having considered the Plan, the Modifications, the Plan Supplement, the papers in support of the Plan and all objections and responses thereto, if any (the "Objections"); and the appearances of all interested parties having been noted in the record of the Confirmation Hearing; and the Court having considered all of the evidence adduced and arguments of counsel at the Confirmation Hearing, and all of the proceedings had before this Court; and upon the Plan, the Disclosure Statement, the Plan Supplement and the papers filed in support of the Plan, and upon the record of the Confirmation Hearing, the Court having found and determined that the Plan is in the best interests of the Debtors, their estates, and their creditors and should be confirmed as reflected by this Court's rulings made herein and at the Confirmation Hearing; and after due deliberation and sufficient cause appearing

therefor, the Court hereby FINDS, DETERMINES, AND CONCLUDES that:

Findings and Conclusions

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Jurisdiction and Venue

C. This Court has jurisdiction over these chapter 11 cases and to confirm the Plan pursuant to 28 U.S.C. § 1334.

D. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court has jurisdiction to enter a final order with respect thereto.

E. Venue of these chapter 11 cases is properly in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

F. The Debtors are proper debtors under section 109 of the Bankruptcy Code and proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

Notice

G. All parties required to receive notice of the Plan and the transactions contemplated therein and the Confirmation Hearing have received due, proper, timely, and adequate notice in accordance with the Disclosure Statement Order, the Bankruptcy Code, and the Bankruptcy Rules, and have had an opportunity to appear and be heard with respect thereto. No other or further notice need be given.

Substantive Consolidation

H. The Debtors share the same group of directors and several overlapping officers. HOP functioned as the operating company which served as the sole employer of the employees for the Debtors. Additionally, HOP funded the costs of Holdings and HOP G.P.

I. Substantive consolidation of the Debtors, as provided by the Plan, is consistent with the Debtors' method of operations, financial affairs, and the interests and expectations of creditors in

these chapter 11 cases. Creditors dealt with the Debtors as a single economic unit and did not rely on their separate identity in extending credit. No creditor has objected to substantive consolidation of the Debtors under the Plan.

Notice and Solicitation

J. The Disclosure Statement (including copies of the Plan and the Disclosure Statement Order annexed as Exhibits hereto), the notice of the Confirmation Hearing, the ballots, the Plan Supplement, the Modifications and the notices of non-voting status (collectively, the "Approved Materials") were transmitted and served in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order.

K. All parties required to receive notice of the Confirmation Hearing have received due, proper, timely, and adequate notice in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order and have had an opportunity to appear and be heard with respect thereto.

L. The Debtors, as proponents of the Plan, and their representatives, have complied with section 1125 of the Bankruptcy Code. Votes on the Plan were solicited after

disclosure of “adequate information,” as defined in section 1125 of the Bankruptcy Code.

M. The Debtors have solicited and tabulated votes on the Plan in good faith and in a manner consistent with the Disclosure Statement Order, the Bankruptcy Code, and the Bankruptcy Rules and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

The Plan Satisfies the Requirements of the Bankruptcy Code

N. The Plan complies with all applicable provisions of the Bankruptcy Code.

O. The Plan is dated and identifies the Debtors as its proponents.

P. The Plan designates and classifies claims and equity interests. The classification of claims and equity interests under the Plan complies with section 1122 of the Bankruptcy Code. Each claim and equity interest placed in a particular class pursuant to the Plan is substantially similar to the other claims and equity interests, as the case may be, in such class. A reasonable basis exists for the classification in the Plan.

Q. The Plan specifies each class of claims and equity interests that is not impaired under the Plan.

R. The Plan specifies the treatment of each class of claims and equity interests that is impaired under the Plan.

S. The Plan provides the same treatment for each claim or equity interest of a particular class, unless the holder of a particular claim or equity interest agrees to a less favorable treatment of such particular claim or equity interest.

T. The Plan provides adequate means for its implementation.

U. The Plan provides for the inclusion in the New Organizational Documents of a provision prohibiting the issuance of nonvoting equity securities and provides, as to the class of securities possessing voting power, an appropriate distribution of such power.

V. The Plan contains only provisions that are consistent with the interests of creditors and equity interest holders and with public policy with respect to the manner of selection of officers and directors under the Plan and any successors to such officers and directors.

W. Amounts necessary to cure defaults required to be cured under the Plan shall be determined in accordance with the underlying agreements and applicable nonbankruptcy law and the procedures set forth in the Plan.

X. The Debtors, as Plan proponents, have complied with all applicable provisions of the Bankruptcy Code.

Y. The Plan has been proposed in good faith and not by any means forbidden by law. The Debtors, as Plan proponents, and their respective officers, directors, representatives, and advisors, have acted in good faith in the negotiation and formulation of the Plan.

Z. The Plan is the product of good faith, arm's length negotiations among the Debtors, the Prepetition Agent, the DIP Agent, the Prepetition Lenders, the DIP Lenders, the Committee, and each of their respective officers, directors, representatives, professionals, and other advisors, and other parties in interest.

AA. The identities, qualifications, and affiliations of the individuals proposed to serve as directors or officers of the Reorganized Debtors as of the Effective Date have been fully disclosed, and the appointment to, or continuance in, such offices

is consistent with the interests of creditors and equity interest holders and with public policy.

BB. The identity of any insider proposed to be employed by the Reorganized Debtors as of the Effective Date and the nature of such insider's compensation have been fully disclosed.

CC. With respect to each impaired class of claims or equity interests, each holder of a claim or equity interest in such class has accepted the Plan or will receive or retain under the Plan on account of such claim or equity interest property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date.

DD. The Plan provides that, except to the extent that a holder of an Allowed Administrative Expense agrees to a less favorable treatment, on the Effective Date, the Reorganized Debtors shall pay to each holder of an Allowed Administrative Expense, including, without limitation, all amounts owed under the Postpetition Financing Agreement and the Postpetition Financing Order, Cash in an amount equal to such Allowed Administrative Expense; *provided, however,* that Allowed Administrative

Expenses representing liabilities incurred in the ordinary course of business by the Debtors or liabilities arising under loans or advances to or other obligations incurred by the Debtors after the Petition Date (other than under the Postpetition Financing Agreement or the Postpetition Financing Order), shall be assumed and paid by the Reorganized Debtors in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions; and *provided further, however*, that Allowed Administrative Expenses relating to professional compensation as described in paragraph 34 of this Order shall be treated as provided in paragraph 34 of this Order.

EE. Pursuant to the Plan, except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, each holder of an Allowed Priority Tax Claim shall receive, at the sole option of the Debtors or the Reorganized Debtors, (i) on the Effective Date, Cash in an amount equal to such Allowed Priority Tax Claim or (ii) commencing on the Effective Date and continuing over a period not exceeding six (6)

years after the date of assessment of such Allowed Priority Tax Claim, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at eight percent (8%), subject to the sole option of the Debtors or Reorganized Debtors to prepay the entire amount of the Allowed Priority Tax Claim without penalty. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business as such obligations become due.

FF. Classes 1 and 3 are unimpaired by the Plan and are conclusively presumed to have accepted the Plan. Holders of Old Equity Interests in Class 5 will not receive or retain any property under the Plan on account of such equity interests. Accordingly, Class 5 is deemed to have rejected the Plan.

GG. Class 2 is impaired by the Plan. The Plan has been accepted in writing by the holders of more than two-thirds in amount and one-half in number of allowed Class 2 claims voting on the Plan, determined without including any acceptance of the Plan by any insider. Class 2 has accepted the Plan.

HH. Class 4 is impaired by the Plan. The Plan has been accepted in writing by the holders of more than two-thirds in amount and one-half in number of allowed Class 4 claims voting on the Plan, determined without including any acceptance of the Plan by any insider. Class 4 has accepted the Plan.

II. The Plan is feasible and confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or the Reorganized Debtors.

JJ. The Plan provides for the payment, on the Effective Date, of all fees payable under section 1930 of title 28, United States Code. Notwithstanding anything to the contrary in the Plan or this Order, the quarterly fees of the United States Trustee, shall be paid in accordance with section 1930 of title 28, United States Code until the earlier of: (i) entry of a final decree by the Bankruptcy Court closing the Reorganization Cases or (ii) dissolution of any of the Debtors under applicable law.

KK. The Plan provides for the continuation after the Effective Date of payment of all retiree benefits, to the extent applicable, as that term is defined in section 1114 of the

Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114 of the Bankruptcy Code, at any time prior to confirmation of the Plan, for the duration of the period the Debtors have obligated themselves to provide such benefits.

LL. All applicable requirements of section 1129(a) of the Bankruptcy Code have been met.

MM. The Plan does not discriminate unfairly against holders of Old Equity Interests in Class 5.

NN. The Plan is fair and equitable as to Class 5. There are no equity interests or claims junior to the Old Equity Interests in Class 5. Accordingly, there is no holder of any equity interest or claim that is junior to the Old Equity Interests in Class 5 that will receive or retain any property under the Plan on account of such junior interest.

OO. All applicable requirements of section 1129(b) of the Bankruptcy Code have been met.

PP. The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of section 5 of the Securities Act of 1933.

For all of the foregoing reasons, and after due deliberation, the Court FINDS, ADJUDGES, AND DECREES THAT:

Confirmation of the Plan

1. The Plan is confirmed. A copy of the confirmed Plan is attached as Exhibit "A" to this Order.

2. Pursuant to Fed. R. Bankr. P. 3020(e), the ten-day stay of this Order imposed thereby is waived. The Debtors are authorized to consummate the Plan and the transactions contemplated thereby immediately upon, concurrently with, or as soon as practicable following, satisfaction of the conditions set forth in Article IX of the Plan.

3. All Objections, if any, that have not been withdrawn prior to the entry of this Order or are not cured by the relief granted herein are overruled in all respects for the reasons set forth by the Court in the record of the Confirmation Hearing. All withdrawn objections, if any, are deemed withdrawn with prejudice.

Substantive Consolidation

4. The Debtors have satisfied the factors warranting substantive consolidation. Effective as of the Effective Date of the Plan, the Debtors shall be substantively consolidated for the purposes set forth in the Plan.

Approval of Settlement

5. The Settlement (as defined in paragraph 1.97 of the Plan and described more fully in Article VI.B of the Disclosure Statement) and the releases contained therein are in the best interests of the Debtors' chapter 11 estates and constitute a good faith, arms' length, and consensual resolution of the disputes among the parties thereto. Accordingly, the Settlement is approved as a reasonable, important and integral component of the Plan that serves the best interests of the Debtors' estates, creditors and parties-in-interest.

Executory Contracts and Unexpired Leases

6. Effective as of the Effective Date, the assumption or rejection of all executory contracts and unexpired leases of the Debtors assumed or rejected pursuant to Article VIII of

the Plan (as modified by the Modifications) is approved in all respects pursuant to section 365 of the Bankruptcy Code.

7. Effective as of the Effective Date, the executory contracts and unexpired leases to be assumed, as described in the Plan and Exhibit 7 to the Plan Supplement shall be assumed in accordance with section 365(a) of the Bankruptcy Code and the procedures set forth in Article VIII of the Plan, the Modifications and this Order.

8. Proofs of any claims created by the rejection of executory contracts or unexpired leases pursuant to section 8.3 of the Plan shall be filed with the Court and served upon the Debtors and their counsel on or before the earlier of the date that is the thirtieth (30th) day following (a) the date on which notice of the occurrence of the Effective Date has been served, and (b) the date of entry of an order of the Bankruptcy Court approving the rejection of such executory contract or unexpired lease. Any Claims not filed within such time shall be barred from assertion against the Debtors, their Estates, the Reorganized Debtors, and their respective properties and interests.

9. Each such proof of claim shall be an original, shall substantially conform to the proof of claim form approved by the Court or the Official Form No. 10, shall be duly executed and written in the English language, shall set forth the Debtors' names and chapter 11 case numbers, shall set forth all amounts claimed therein in United States dollars, and shall be delivered to the Court and the Debtors:

To the Court:

Clerk of the Court
United States Bankruptcy Court
for the District of Connecticut, Bridgeport Division
915 Lafayette Blvd.
Bridgeport, CT 06604

With a copy of such claim to:

Zeisler & Zeisler P.C.
558 Clinton Avenue
Bridgeport, CT 06605
Attn: Craig I Lifland
James Berman

-and-

Bingham McCutchen LLP
One State Street
Hartford, CT 06103
Attn: Patrick J. Trostle

in each case so that it is actually received on or before the deadline established in the immediately preceding decretal paragraph. Any such claim not so timely filed shall be barred from assertion against the Debtors, their estates, the Reorganized Debtors, and each of their properties. Notice of the rejection of executory contracts and unexpired leases pursuant to Article VIII of the Plan and of the foregoing deadline for filing proofs of claims arising therefrom shall be included in the Confirmation Notice.

Discharge and Injunctions

10. On the Effective Date, except as otherwise provided in the Plan or this Order:

(a) The provisions of the Plan shall bind any holder of a Claim against, or Equity Interest in, the Debtors and such holder's respective successors and assigns, whether or not the Claim or Equity Interest of such holder is impaired under the Plan, whether or not such holder has accepted the Plan, and whether or not such holder is entitled to a distribution under the Plan;

(b) The Debtors, their properties and interests in property, and their operations shall be released from the custody and jurisdiction of the Bankruptcy Court, and all property of the Estates of the Debtors,

including any pre-paid expenses and deposits with vendors, shall vest in the Reorganized Debtors. From and after the Effective Date, the Reorganized Debtors may operate their business and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, subject to the terms and conditions of the Plan; and

(c) The Debtors are hereby discharged from any and all debts and claims that arose before the date and time of entry of this Order, including, without limitation, any debt or claim of a kind specified in section 502(b), 502(g), or 502(i) of the Bankruptcy Code, whether or not (i) a proof of claim based on such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (ii) such claim is allowed under section 502 of the Bankruptcy Code, or (iii) the holder of such claim has accepted the Plan.

11. Except to the extent otherwise provided in the Plan or this Order, the rights afforded in the Plan and the treatment of all Claims against or Equity Interests in the Debtors hereunder shall be in exchange for and in complete satisfaction, discharge, and release of all debts of, Claims against, and Equity Interests in, the Debtors of any nature

whatsoever, known or unknown, including, without limitation, any interest accrued or expenses incurred thereon from and after the Petition Date, or against their Estates, the Reorganized Debtors, or their properties or interests in property. Except as otherwise provided in the Plan or this Order, upon the Effective Date, all Claims against and Equity Interests in the Debtors shall be satisfied, discharged and released in full exchange for the consideration, if any, provided hereunder. Except as otherwise provided in the Plan or this Order, all entities shall be precluded from asserting against the Debtors or the Reorganized Debtors or their respective properties or interests in property, any other Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

12. Effective as of the Effective Date, any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the Debtors with respect to any debt or claim discharged hereunder is hereby rendered null and void.

13. Except as otherwise expressly provided herein or in the Plan, all Persons or entities who have held, hold or may hold Claims or Equity Interests are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or Equity Interest against any of the Debtors or Reorganized Debtors, (ii) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against any Debtor or Reorganized Debtor with respect to such Claim or Equity Interest, (iii) creating, perfecting, or enforcing any encumbrance of any kind against any Debtor or Reorganized Debtor or against the property or interests in property of any Debtor or Reorganized Debtor with respect to such Claim or Equity Interest, (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to any Debtor or Reorganized Debtor or against the property or interests in property of any Debtor or Reorganized Debtor, with respect to such Claim or Equity

Interest, and (v) pursuing any claim released pursuant to Article X of the Plan.

14. Except as otherwise provided in the Plan or this Order, effective as of the Effective Date, all persons and entities are permanently enjoined from enforcing or attempting to enforce any contractual, legal, or subordination rights satisfied, compromised, or settled pursuant to the Plan.

Releases and Exculpation

15. Each of the releases set forth in Article X of the Plan and this Order is fair, reasonable, supported by adequate consideration and is integral to the Plan. Such releases are in the best interests of the Debtors and their estates, and shall be effective and binding on all Persons and entities. Any releases contained in the Postpetition Financing Order are incorporated and approved herein as if restated herein in their entirety.

16. As of the Confirmation Date, the Debtors and their Representatives shall be deemed to have solicited acceptances of this Plan of Reorganization in good faith and

in compliance with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. The Debtors, the Reorganized Debtors, the Prepetition Lenders, the Prepetition Agent, the DIP Agent, the DIP Lenders, the Committee, the Prepetition Collateral Trustee, the Disbursing Agent and the lenders under the New Working Capital Facility, and each of their respective Representatives shall have no liability to any holder of any Claim or Equity Interest or any other Person for any act or omission taken or not taken in good faith in connection with, or arising out of, the Reorganization Cases, the Disclosure Statement, the Plan, the Postpetition Financing Agreement, the Postpetition Financing Order, the New Working Capital Facility, the solicitation of votes for and the pursuit of confirmation of the Plan, the offer and issuance of any securities under the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence as determined by a Final Order and, in all respects, shall be

entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

Implementation

17. The Debtors are hereby authorized and directed to take all actions necessary or appropriate to implement the Plan and consummate the transactions contemplated thereby, without further application to, or order of, this Court, provided that such actions are consistent with the terms and provisions of the Plan and this Order.

18. On the Effective Date, the Postpetition Financing Agreement, the Prepetition Credit Agreement, the Prepetition Collateral Trust Agreement, the Prepetition Priming Facility Agreement, the Prepetition Senior Secured Note Purchase Agreement, the Prepetition Security Agreement, all agreements, documents and instruments relating to the Old HOP G.P. Equity Interests, the Old HOP Equity Interests and all Old Equity Interests shall be cancelled; *provided however* that, the Prepetition Credit Agreement shall continue in effect to the extent necessary to allow Reorganized Debtors and the Prepetition Agent to

make distributions pursuant to the Plan on account of Allowed Secured Claims arising under the Prepetition Credit Agreement Obligations; and *provided further* that, nothing in this Order shall terminate or cancel any outstanding letter of credit that was issued before the Petition Date. On the Effective Date, except to the extent the Plan provides otherwise for any Allowed Other Secured Claim, all Liens, security interests, and pledges securing (a) Allowed Other Secured Claims, (b) Allowed Secured Claims, including the obligations incurred pursuant to and in connection with the Prepetition Collateral Trust Agreement, the Prepetition Priming Facility Agreement, the Prepetition Senior Secured Note Purchase Agreement, the Prepetition Security Agreement and any obligations incurred pursuant to and in connection with the Postpetition Financing Agreement, the Postpetition Financing Order, the Prepetition Credit Agreement and any orders entered in the Canadian Proceedings and (c) any other secured obligations of any of the Debtors, shall be released. The filing of the Confirmation Order with any federal, state, or local agency or department

shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, security interests, and pledges.

19. As of the Effective Date, or as soon as practicable thereafter, and without the need for any further action by the directors, partners or stockholders of any of the Debtors or the Boards, stockholders or members of New Holdings or the Reorganized Debtors, (i) HOP G.P. shall be deemed dissolved, (ii) any other Affiliate of Reorganized Debtors may be (a) dissolved or (b) merged into or with New Holdings or HOP, or any of their respective Affiliates, (iii) New Holdings shall be incorporated pursuant to the laws of the State of Delaware, and (iv) Reorganized HOP shall be organized as a limited liability company under Delaware law.

20. On the Effective Date, and without the need for any further corporate action and without any further action by holders of Claims or Equity Interests, the Reorganized Debtors shall enter into the New Working Capital Facility in accordance with the Plan.

21. The form of the New Working Capital Facility set forth in the Plan Supplement has terms and conditions no less favorable to the Debtors than those set forth in Exhibit 9 to the Plan Supplement.

22. Effective as of the Effective Date:

a. The holders of Allowed Secured Claims shall be deemed to have contributed their Allowed Secured Claims to New Holdings. New Holdings shall be deemed to have converted these claims into, and receive as a distribution in respect thereof, one-hundred percent of the New Membership Interests. In exchange for contributing their claims to New Holdings, the holders of the Allowed Secured Claims will received the New Holdings Common Stock and the New Option Interests.

b. The issuance by Reorganized HOP to New Holdings of the New Membership Interests is hereby authorized without the need for any further corporate action and without any further action by holders of Claims or Equity Interests. The New Membership Interests shall consist of the authorized number of limited liability company interests in Reorganized HOP, which shall be issued and distributed to New Holdings.

c. The issuance by New Holdings of the New Holdings Common Stock is hereby authorized without the need for any further corporate action and without any further action by holders of Claims or Equity Interests. The New Holdings Common Stock shall consist of authorized shares of New Holdings, a certain number of which shall be issued and distributed to the holders of Allowed Secured Claims pursuant to Article IV of the Plan. The remainder of the authorized New Holdings Common Stock shall be reserved for future purposes, as determined by the Board of New Holdings, consistent with its New Organizational Documents.

d. The issuance by New Holdings of the New Option Interests for the purchase of the New Membership Interests under the Plan is hereby authorized without the need for any further corporate action and without any further action by holders of Claims or Equity Interests. The New Option Interests shall be issued and distributed to the holders of Allowed Secured Claims pursuant to Article IV of the Plan.

23. The Debtors are hereby authorized and empowered to issue, execute, deliver, file, or record any document or instrument, including, without limitation, any

agreements, bylaws, charters, or other New Organizational Documents whether or not specifically referred to in the Plan or any exhibit or supplement to the Plan, and to take any action necessary or appropriate to implement, effectuate, and consummate the Plan in accordance with its terms, all without further application to, or order of, this Court, provided that such actions are consistent with the terms and provisions of the Plan and this Order.

24. On and after the Effective Date, the Reorganized Debtors shall issue all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan and this Order. Effective as of the Effective Date, the Reorganized Debtors are authorized and empowered to execute, deliver, file, and record any and all documents, instruments, and agreements, whether or not specifically referred to in the Plan or any exhibit or supplement to the Plan, and to take any action necessary or appropriate to obtain, implement, effectuate, and consummate the Plan and the transactions contemplated by the Plan and this Order, all without further application to, or

order of, this Court, provided that such actions are consistent with the terms and provisions of the Plan and this Order.

25. The documents contained in the Plan Supplement, and any amendments, modifications, and supplements thereto made in accordance with the Plan, and all documents and agreements introduced into evidence by the Debtors at the Confirmation Hearing (including all exhibits and attachments thereto and documents referred to therein), and the execution, delivery and performance thereof by the Reorganized Debtors, are authorized and approved when they are finalized, executed and delivered. The executed versions of the documents comprising the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all liens and security interests purported to be created thereby. Each of the executed versions of the documents contained in the Plan Supplement, including, without limitation, the New

Working Capital Facility and the New Organizational Documents, shall be substantially consistent with the terms included in the Plan Supplement and shall be in form and substance reasonably acceptable to the Debtors, the Prepetition Agent and the DIP Agent.

26. To the maximum extent provided by operation of section 1145 of the Bankruptcy Code, the distribution of the New Holdings Common Stock, the New Membership Interests and the New Option Interests to be issued under the Plan shall be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and any state or local law requiring registration for offer or sale of a security or registration or licensing of an issuer of, or broker or dealer in, a security. All such securities so issued shall be freely transferable by the initial recipients thereof (a) except for any restrictions set forth in section 1145(b) of the Bankruptcy Code and (b) subject to any restriction contained in the terms of such securities themselves, in the Plan, Disclosure Statement, or in any

other documents relating to the Plan or executed in connection with the effectiveness thereof.

27. Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under or in connection with the Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, the New Holdings Common Stock, the New Membership Interests, the New Option Interests and the New Working Capital Facility, any merger agreements, or agreements of consolidation, deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

28. A copy of this Order may, but need not be, filed in the relevant filing offices as evidence of the termination of

Liens, claims, charges, encumbrances, and interests of creditors as provided in the Plan.

29. Each federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Plan and the transactions contemplated thereby. On and after the Effective Date, the Reorganized Debtors shall be fully authorized and empowered to continue to operate their business in the ordinary course without the need to obtain a new Employer Identification Number and without having to resubmit any application or petition or otherwise request authority or permission from any federal, state or local governmental agency or department to continue to operate their business under any existing license, permit, certificate, approval, concession, grant, stipulation, accreditation, commission or agreement regarding the Debtors or the Reorganized Debtors.

30. For the purposes of complying with its obligations under section 6.6(b) of the Plan, the Prepetition

Agent shall be authorized to estimate in good faith the proper allocation of principal and interest between and among the holders of Allowed Class 2 Claims relating to the Prepetition Credit Agreement in accordance with the terms of the Prepetition Credit Agreement pursuant to common industry practices and its independent business judgment and shall have no liability to any holder of any Claim or Equity Interest or to any other Person for any act or omission taken or not taken in good faith in connection with, or arising out of, performance by the Prepetition Agent of its obligations pursuant to section 6.6(b) of the Plan, except for willful misconduct or gross negligence as determined by a Final Order and, in all respects, shall be entitled to rely upon the advice of counsel with respect to its duties and responsibilities under section 6.6(b) of the Plan. Effective as of the Effective Date, the Debtors are discharged from, and neither the Debtors nor the Reorganized Debtors shall have, any liability to any holder of a Claim or Equity Interest, or to any other Person, for any act or omission by the Prepetition Agent.

31. On the Effective Date, the Debtors shall indefeasibly pay in full in Cash all amounts owed under the Postpetition Financing Agreement and Postpetition Financing Order.

32. The substantial consummation of the Plan, within the meaning of section 1127 of the Bankruptcy Code, is deemed to occur on the Effective Date.

Professional Compensation and Reimbursement

33. Following the occurrence of the Effective Date, the Reorganized Debtors shall file with the Court a notice of occurrence of the Effective Date, identifying the date on which the Effective Date occurred.

34. On or before the sixtieth (60th) day after the Effective Date, each professional and other entity requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 503(b), and 1103 of the Bankruptcy Code for services rendered up to the Effective Date (including compensation requested pursuant to subsection 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code by any professional or other entity for making substantial

contribution in the Debtors' chapter 11 cases) shall file an application for final allowance of compensation and reimbursement of expenses with the Court (a "Final Fee Application"), together with proof of service thereof, and shall serve such Final Fee Application on the Debtors, counsel for the Debtors, the United States Trustee, counsel for the Prepetition Agent and the DIP Agent, and counsel for the Committee. Final Fee Applications shall show and reflect the application of any retainers received in connection with the Debtors' chapter 11 cases.

35. Objections, if any, to any Final Fee Applications shall be filed with the Court, together with proof of service thereof, and served upon the applicant and each of the parties identified in the preceding decretal paragraph, so as to be received not later than 4:00 p.m. (Eastern Time) on the date that is the later of (a) the sixtieth (60th) day after the Effective Date and (b) the thirtieth (30th) day after the Final Fee Application is filed with the Court.

Retention of Jurisdiction

36. The Court shall retain exclusive jurisdiction of all matters arising out of, or related to, the Reorganization Cases and the Plan pursuant to, and for, the purposes of sections 105(a) and 1142 of the Bankruptcy Code as provided in Article XI of the Plan.

Efficacy of Plan

37. The failure to specifically include any particular provisions of the Plan in this Order shall not diminish or impair the efficacy of such provisions, it being understood the intent of this Court that the Plan be confirmed and approved in its entirety. To the extent of any inconsistency between the provisions of the Plan and this Order, the terms and conditions of this Order shall govern. The provisions of this Order are integrated with each other and are nonseverable and mutually dependable unless expressly stated by further order of the Bankruptcy Court.

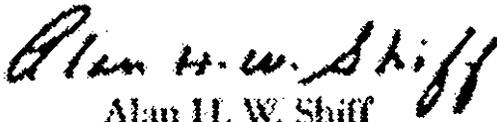
38. On the Effective Date, the Committee shall be dissolved and the members thereof shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from

and in connection with the Reorganization Cases, and the retention or employment of the Committee's attorneys, accountants, and other agents, if any, shall terminate other than for purposes of filing and prosecuting applications for final allowances of compensation for professional services rendered and reimbursement of expenses incurred in connection therewith.

39. The Plan shall not become effective unless and until the conditions set forth in Article IX of the Plan have been satisfied or waived pursuant to section 9.3 of the Plan.

40. The Debtors are directed to file a final report with an application for a final decree no later than December 26, 2006 unless that time is extended by further order of this court.

Dated: June 15, 2006


Alan H. W. Shiff
United States Bankruptcy Judge

No Filing Fee

ID Number: 86611

LIMITED PARTNERSHIP

**STATEMENT OF CHANGE OF REGISTERED OFFICE
BY THE REGISTERED AGENT**

Pursuant to the provisions of Sections 7-13-4 of the General Laws, 1956, as amended, the undersigned registered agent submits the following statement for the purpose of changing the address of the registered agent for service of process of the limited partnership named herein to another place within the state:

1. The name of the limited partnership is

HEATING OIL PARTNERS, Limited Partnership

2. The address of the registered agent as PRESENTLY shown in the records on file with the Rhode Island Secretary of State is:

170 Westminster Street
Suite 900
Providence, RI 02903

3. The NEW address of the registered agent is:

222 Jefferson Boulevard
Suite 200
Warwick, RI 02888

4. The change of address of the registered office shall become effective upon the filing of this statement, or on _____

(a date not prior to, nor more than 30 days after, filing this statement)

Dated: June 14, 2004

CORPORATION SERVICE COMPANY



John H. Pelletier
Assistant Vice President

RECEIVED AND FILED

JUN 14 2004

BY _____
MAY 14 2004