



State of Rhode Island
Department of State - Business Services Division

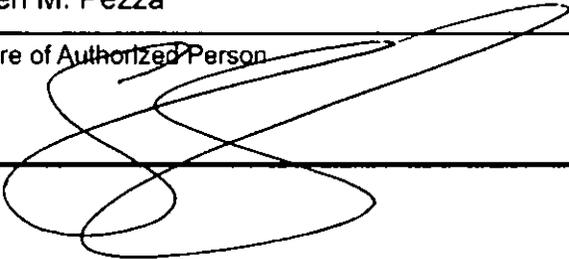
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Fictitious Business Name Statement

DOMESTIC or FOREIGN Limited Liability Company

→ Filing Fee: \$50.00

Pursuant to the provisions of RIGL 7-16-9 the undersigned limited liability company hereby submits the following statement for authority to transact business in the state of Rhode Island under a fictitious business name:

1. Entity ID Number: 001765428	2. The name of the Limited Liability Company is: Premier Petroleum Group, LLC	
3. The fictitious business name to be used is: Valley Fuel		
4. The state or country the entity is formed is: Rhode Island	5. The date of formation is: 11/21/2023	
6. Applicant is otherwise authorized to do business in the state of Rhode Island.		
7. Under penalty of perjury, I declare and affirm that I have examined this Fictitious Business Name Statement and that the information contained herein is true and correct.		
Name of Applicant Limited Liability Company Stephen M. Pezza		Date 9/24/2024
Signature of Authorized Person 		

MAIL TO:
Division of Business Services
148 W. River Street, Providence, Rhode Island 02904-2615
Phone: (401) 222-3040
Website: www.sos.ri.gov

FILED
SEP 24 2024
BY AA Online
Filing
11:45 AM.

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

County of Kent

Rhode Island

Bill of Sale

For and in consideration of the sum of [REDACTED] Dollars, the receipt of which is hereby acknowledged, Valley Fuel, Inc ("Seller") of 1343 Main Street, West Warwick, Rhode Island 02893 does hereby sell, assign, and transfer Premier Petroleum Group, LLC, ("Buyer") of 20 Centerville Rd, Warwick, Rhode Island 02886, the following described property ("Property"):

The Business known Valley Fuel, Inc, and including the following:

- a) All current inventory.
- b) All the furniture, fixtures, equipment, tools supplies and other tangible assets
- c) All computer systems, and licensing for all desktops, laptops, tablets, scanners and software associated with the business
- d) All the trade, goodwill, and other intangible assets, of the Business, including any right Seller has to the name Valley Fuel, Inc and Warwick Fuel.
- e) All existing, incoming and outgoing telephone lines, telephone and fax numbers and any cell/mobile numbers associated with the business
- f) All websites, domain names and the like associated with the business
- g) Any stationary, meter tickets, invoices and letterhead used in operations of the business
- h) All tools, equipment, fixtures, inventory and items of any kind whatsoever located at 1343 Main St, West Warwick, RI
- i) Subject to the terms and conditions contained in the Purchase Agreement
- j) vehicles all vehicles owned by Valley Fuel, Inc (separate bills of sale attached)

The Property is being sold on an "as is" basis and the Seller explicitly disclaims all warranties, whether expressed or implied, including but not limited to, any warranty as to the condition of the Property, except as otherwise stated in the Purchase Agreement. However, the Seller's above warranty disclaimer does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Property.

The Buyer has been given the opportunity to inspect the Property, or alternatively, have the Property inspected. Additionally, the Buyer has accepted the Property in its existing condition.

The Seller represents and warrants that the Seller is the lawful owner of all Property, transferred hereunder, free and clear of all mortgages, liens, or encumbrances of any nature whatsoever, and the Seller shall indemnify, defend and hold the Buyer harmless against such claims and demands.

In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorney's fees and defense costs. In no event shall either party be liable for incidental, consequential, indirect, or special damages of any kind, including but not limited to loss of profit.

The terms of this Bill of Sale shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Bill of Sale.

This Bill of Sale shall be signed by the Buyer's Representative and by the Seller's Representative, and shall be effective as of September 14, 2024.

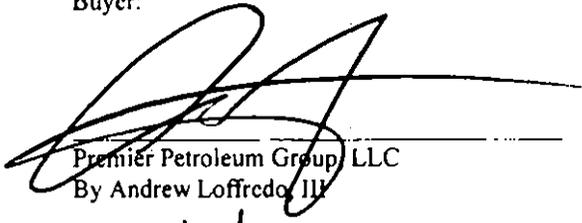
IN WITNESS WHEREOF, the parties have executed this Bill of Sale on September 14, 2024.

Seller:


Valley Fuel, Inc,

By Paul Petrozzi, President

Buyer:



A large, stylized handwritten signature in black ink, appearing to read 'AL III', is written over a horizontal line. Below the line, the text 'Premier Petroleum Group LLC' and 'By Andrew Loffredo III' is printed.

Premier Petroleum Group LLC
By Andrew Loffredo III

Date: 9/14/24