



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
OMNIBUS CALENDAR ASSIGNMENT FORM
 SUPERIOR COURT

15767

<input checked="" type="checkbox"/> PROVIDENCE/BRISTOL		<input type="checkbox"/> KENT	<input type="checkbox"/> WASHINGTON	<input type="checkbox"/> NEWPORT
Edward W. DeCesaris			CASE NO.	
VS			PB No. 08-5011	
Hartford Oil Company, Inc.				
REQUESTED CALENDAR ASSIGNMENT				
<input type="checkbox"/> J JURY TRIAL		TRIAL CALENDAR		<input type="checkbox"/> N NON-JURY TRIAL
FORMAL SPECIAL CAUSE CALENDAR				
<input type="checkbox"/> AGA AGENCY APPEAL		<input type="checkbox"/> PEN PETITION TO ENFORCE		
<input type="checkbox"/> AOD ASSESSMENT OF DAMAGES		<input type="checkbox"/> PIN PETITION FOR INSTRUCTIONS		
<input type="checkbox"/> CNA CONFIRM ARBITRATION		<input type="checkbox"/> PRC PETITION TO RECLAIM		
<input type="checkbox"/> DEJ DECLARATORY JUDGMENT		<input checked="" type="checkbox"/> PES PETITION TO SELL		
<input type="checkbox"/> EOJ ENTRY of JUDGMENT		<input type="checkbox"/> PPI PRELIMINARY INJUCTION		
<input type="checkbox"/> FFR FIRST & FINAL REPORT		<input type="checkbox"/> PCL PROOF OF CLAIM		
<input type="checkbox"/> FRR FORCLOSURE of RIGHT of REDEMPTION		<input type="checkbox"/> RCP RECEIVERSHIP PROCEEDINGS		
<input type="checkbox"/> FRS FRIENDLY SUIT		<input type="checkbox"/> SPP SUPPLEMENTARY PROCEEDINGS		
<input type="checkbox"/> OPC ORAL PROOF OF CLAIM		<input type="checkbox"/> TPR TEMPORARY RESTRAINING ORD		
<input type="checkbox"/> MMN MANDATORY INJUNCTION		<input type="checkbox"/> TIP TITLE PROCEEDINGS		
<input type="checkbox"/> MEL MECHANIC'S LIEN		<input type="checkbox"/> TSP TRUSTEE PROCEEDINGS		
<input type="checkbox"/> MAT MOTION TO ATTACH		<input type="checkbox"/> VAR VACATE ARBITRATION		
<input type="checkbox"/> PRT PARTITION PROCEEDINGS		<input type="checkbox"/> WOM WRIT OF MANDAMUS		
<input type="checkbox"/> PAT PETITION TO APPOINT TEMPORARY RECIEVER		<input type="checkbox"/> WOR WRIT OF REPLEVIN		
<input type="checkbox"/> OTH OTHER FSC MATTER : Petition to Sell Defendants Customer List				
DISPOSITIVE MOTION CALENDAR				
<input type="checkbox"/> MTD MOTION TO DISMISS, UNDER RULE 12				
<input type="checkbox"/> MJP MOTION FOR ENTRY OF JUDGMENT ON PLEADINGS				
<input type="checkbox"/> MPS MOTION FOR PARTIAL SUMMARY JUDGMENT				
<input type="checkbox"/> MSG MOTION FOR SUMMARY JUDGMENT				
<input type="checkbox"/> MOT OTHER DISPOSITIVE MOTION :				
HEARING DATE: 10/1/08		FOR MOTION CLERK: <i>K. St. Jacques</i>		DATE: 9/4/08
SPECIAL MASTER CALENDAR				
<input type="checkbox"/> OTH OTHER MATTER:				
HEARING DATE:		CLERK:		
METHOD OF ASSIGNMENT				
<input type="checkbox"/> MOTION TO ASSIGN				
<input type="checkbox"/> STIPULATION TO ASSIGN				
<input type="checkbox"/> COURT ORDER PURSUANT TO TEMPORARY EX PARTE ORDER				
BASED ON METHOD OF ASSIGNMENT STATE ANY RELEVANT INFORMATION BELOW				
ATTORNEYS		DATE		DATE/TIME STAMP
SIGNATURES		PLAINTIFFS		
PRINT NAME		DEFENDANTS		
Diane Finkle, Receiver				

SEP - 8 AM 11:50
 SECRETARY OF STATE
 CORPORATIONS DIV.

NOTICE

1. **Please Take Notice** that an Hearing on the Petition to Sell Defendant's Customer List, free and clear of liens and encumbrances, to Brennan Oil & Heating Co., Inc., or its nominee, for the purchase price of \$72,000, will be held at **9:30 a.m. on the 1st day of October, 2008**, before the Providence County Superior Court, on the Business Calendar, **ASSOCIATE MICHAEL A. SILVERSTEIN** presiding, in **COURTROOM 17, 4th FLOOR**, The Governor Licht Judicial Complex, 250 Benefit Street, Providence, Rhode Island.

2. A copy of said Petition is on file with the Clerk's Office of said Court. For further information, please feel free to call Diane Finkle, Receiver, at (401) 273-8300.

3. Said Receiver shall give Notice of said Hearing by forwarding a copy of this Omnibus Assignment Form to all Defendant's creditors and stockholders known to the Receiver, and a copy of said Petition and this Omnibus Assignment Form to all parties listed on Schedule A, annexed to the Affidavit of Notice filed with said Petition, via regular mail, postage prepaid, at least 10 days prior to the date of said Hearing.

NOTICE: **CREDITORS AND OTHER INTERESTED PARTIES ARE WELCOME TO ATTEND THE HEARING, BUT ARE NOT REQUIRED TO DO SO.**

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Edward W. DeCesaris
Plaintiff

Vs.

P.B. No. 08-5011

Hartford Oil Company, Inc.
Defendant

PETITION TO SELL DEFENDANT'S CUSTOMER LIST
FREE AND CLEAR OF LIENS

To the Honorable Superior Court for the Counties of Providence and Bristol, respectfully represents Allan M. Shine, Esq., of the City and County of Providence, as follows:

1. Petitioner is the duly appointed Receiver of the above-referenced Defendant (the "Receiver").
2. Included among the property of the Defendant's Receivership Estate is the proprietary list of Defendant's customers in effect as of the date of the Offer referenced herein (the "Customer List").
3. The Receiver has received an Offer, a copy of which is annexed hereto and hereby incorporated herein, from Brennan Oil & Heating Co., Inc., to purchase the Receiver's right, title and interest as Receiver, free and clear of mortgages, security interests, liens, encumbrances, claims and interests, including but not limited to all statutory liens and all other claims of the Town of Johnston and the State of Rhode Island (the "Governmental Authorities"), in and to the Customer List, for the purchase price of \$72,000, upon the terms and conditions set forth in said Offer, with all security interests, liens, encumbrances, claims and interests in and to the Customer List, including but not limited to all statutory liens and all other claims of the Governmental Authorities, to be transferred to the sale proceeds thereof in the same priority as prior to such transfer.

4. The Receiver believes that the sale of the Customer List was negotiated at arms-length and the Purchaser is a good faith purchaser. Upon review of the terms of the sale, the Receiver believes that the sale is fair and commercially reasonable, the terms and conditions of the Offer are commercially reasonable, and the sale has been marketed in a fair and commercially reasonable manner.

5. The Receiver believes that it is in the best interest of the creditors of the within Estate that the Customer List be sold upon the terms of the Offer of Brennan Oil & Heating Co., Inc., as set forth therein, subject to higher and better offers, with all security interests, liens, encumbrances, claims and interests against the Customer List, including but not limited to the Governmental Authorities, to be transferred to the sale proceeds thereof in the same priority as prior to such transfer.

6. The Receiver believes that Notice of Hearing on the within Petition should be given to all parties who have recorded liens against the assets of the Defendant at the Uniform Commercial Code Division of the Office of the Secretary of State of Rhode Island, as set forth on the Schedule of UCC Financing Statements and Liens annexed hereto, to all Governmental Authorities, to all creditors of the Defendant known to the Receiver, to Defendant's shareholders, and to all other interested parties as set forth on Schedule A annexed hereto, and that all entities who claim an interest, lien, or encumbrance against the Customer List, including but not limited to those parties set forth on the Schedule of UCC Financing Statements and Liens, including those of the Governmental Authorities, be directed to execute and deliver to the Receiver, within seven (7) days of her written request, lien releases, UCC Financing Termination Statements, tax lien discharges, in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge

of such security interests, liens, encumbrances, claims and interests, with the execution and delivery of the same to be without prejudice to or waiver of any such security interests, liens, encumbrances, claims and interests against the sale proceeds; provided however that nothing set forth in this paragraph shall be construed as to make the final Order approving this Petition conditional upon the Receiver seeking or obtaining such lien releases, tax lien discharges or UCC Financing Termination Statements, nor shall the closing on the sale of the Customer List be delayed as a result of the Receiver's inability or failure to obtain the same.

7. The Receiver further seeks a declaration in the Order approving the aforescribed sale that all security interests, liens, encumbrances, claims and interests asserted against the Customer List, including but not limited to, the security interests, liens, encumbrances, claims and interests asserted by those parties listed on the Schedule of UCC Financing Statements and Liens annexed hereto, including those of the Governmental Authorities, are hereby declared to be released and discharged with respect to the Customer List upon consummation of the aforesaid sale, regardless of whether or not written releases and/or discharges are actually executed.

WHEREFORE, the Receiver prays:

(a) That the within Petition be set down for Hearing before this Honorable Court;

(b) That this Court find and rule that the aforescribed sale is fair and commercially reasonable, that the Customer List has been marketed in a fair and commercially reasonable manner, that all of the terms and conditions of said sale are fair and commercially reasonable, that the Purchaser is a good faith purchaser, and good cause exists for granting the relief requested in the Petition;

(c) That the Receiver be authorized to sell the Defendant's Customer List, free and clear of security interests, liens, encumbrances, claims and interests, including but not limited to, the Governmental Authorities, to Brennan Oil & Heating Co., Inc., or its nominee, or to any other parties which this Court deems in the best interest of creditors of the within Estate, upon the annexed terms and conditions, or such other terms and conditions as this Court may approve;

(d) That all security interests, liens, encumbrances, claims and interests against the Customer List be transferred to the sale proceeds thereof in the same priority as prior to such transfer, including but not limited to, those of the Governmental Authorities;

(e) That all entities who claim an interest, lien or encumbrance against the Customer List, including but not limited to, those parties set forth on the Schedule of UCC Financing Statements and Liens, be directed to execute and deliver to the Receiver, within seven (7) days of her written request, lien releases, tax discharges, UCC Financing Termination Statements, in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge of such security interests, liens, encumbrances, claims and interests, with the execution and delivery of the same to be without prejudice to or waiver of any such security interests, liens, encumbrances, claims and interests against the sale proceeds;

(f) That all security interests, liens, encumbrances, claims and interests, including but not limited to, those of the Governmental Authorities be declared, released and discharged with respect to the Customer List, and the entry of the Order authorizing such sale be declared to constitute evidence of such release and discharge;

(g) That said Receiver be authorized to execute and deliver any and all documents and take all other actions reasonably necessary to effectuate this Order and to consummate said sale; and

(h) That the Receiver be granted such other and further relief as this Court shall deem proper.



Diane Finkle, Receiver

State Bar No. 2644

WINOGRAD, SHINE & ZACKS, P.C.

123 Dyer Street

Providence, RI 02903

(401) 273-8300

Dated: 9/2/08

STATE OF RHODE ISLAND
PROVIDENCE, SC,

SUPERIOR COURT

Edward W. DeCesaris
Plaintiff

Vs.

P.B. No. 08-5011

Hartford Oil Company, Inc.
Defendant

OFFER TO PURCHASE

To the Receiver of the above-named Defendant:

The undersigned ("Purchaser") does hereby offer to pay \$ \$ 72,000.⁰⁰ for all of your right, title, and interest as Receiver, free and clear of liens, security interests, claims, interests and encumbrances, in and to the list of Defendant's customers in effect as of the date of this Offer (the "Customer List").

The Purchaser hereby encloses a certified check or bank check in the amount of \$ 7,200.⁰⁰, representing ten percent (10%) of the purchase price as a deposit in connection with this Offer. It is understood that you will hold this deposit in escrow, in an interest bearing account, pending submission of this Offer to the Rhode Island, Providence County Superior Court in this receivership proceeding (the "Court").

This Offer fully and completely expresses the parties' agreement, and all understandings and agreements heretofore had between the parties, if any, are extinguished, except for that certain Temporary Service Agreement entered into by the Receiver and the Purchaser regarding temporary service to Defendant's customers (the "Service Agreement"), and are of no force and effect except to the extent such are expressly set forth herein or in the Service Agreement, and in entering into this Offer, no reliance is made by Purchaser upon any statements or representations not embodied in this Offer.

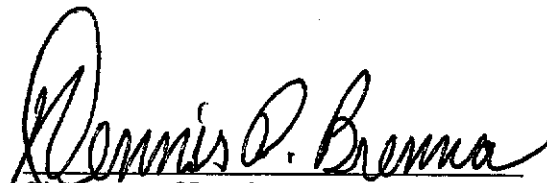
If you are agreeable to accepting this Offer on the terms herein stated, please indicate below. This Offer is subject to the approval of the Court. The Purchaser understands that the Receiver and Court may entertain any higher Offers for the Customer List or assets of the Defendant prior to Court approval of this Offer. In the event this Offer is approved by the Court, the balance of the purchase price shall be paid to the Receiver by wire transfer of funds or by certified or bank check on the first business day following the date of entry of the Court Order approving this Offer, or on such earlier date as agreed to by the parties, so long as such Court Order is not the subject of an injunction or stay prohibiting consummation of the sale contemplated in this Offer (the "Closing Date"). It is agreed and understood that time is of the essence.

If the Purchaser shall breach of the terms of this Offer, the Receiver shall have the right to retain the deposit towards the payment of any damages to which the Receiver may be entitled by

reason of said default, without prejudice to any right to other or further damages or to pursue any remedy, legal and/or equitable, which may accrue to the Receiver by reason of such default. If Court approval of this Offer is not obtained within 45 days from the date of the Receiver's acceptance hereof, the Receiver may, at the Receiver's option, terminate this Offer, in which event the Receiver shall return to the Purchaser the deposit delivered to the Receiver in connection with this Offer.

This Offer and transfers resulting from this Offer are and shall be made without any representations or warranties whatsoever, by or from the Receiver, including but not limited to, any representations or warranties concerning accuracy, quantity, quality, reliability, condition or status of the Customer List or the customers listed thereon, merchantability, enforceability, validity, term, fitness for any purpose, or any other aspects of said Customer List, and the Customer List is sold "as is," "where is, and "with all faults".

The Purchaser reserves the right to assign this Offer to an entity owned by Purchaser or designated by Purchaser as its nominee.


Signature of Purchaser


Dennis R. Brennan - Brennan Oil+Heating
Printed Name of Purchaser CO. Inc

9 Tag DR
Address of Purchaser
North Providence, RI 02911

401-353-4256
Phone Number

Dated: 08/25/08

ACCEPTED:


Diane Finkle, as and only as Receiver
of Hartford Oil Company, Inc.,
and not individually.

Dated: 9/2/08

HARTFORD OIL COMPANY, INC.
SERVICE LIST

Internal Revenue Service
Insolvency Unit
380 Westminster Street, 4th Floor
Providence, RI 02903

William Conley, Esq.
Town Solicitor, Town of Johnston
1385 Hartford Avenue
Johnston, RI 02919

Internal Revenue Service/JFK Building
Julia Sweeney
P.O. Box 9112 Stop #20800
Boston, MA 02203

Narragansett Bay Commission
Legal Department
1 Service Road
Providence, RI 02905-5505

RI Division of Taxation
James V. Cambio
One Capitol Hill
Providence, RI 02908

Rhode Island Secretary of State
Director
148 W. River Street
Providence, RI 02904

RI Department of Employment & Training
Legal Counsel
1511 Pontiac Avenue
Cranston, RI 02920-4407

Verizon
Insolvency Department Room 903
185 Franklin Street
Boston, MA 02110

RI Department of Environmental
Management
Legal Services
235 Promenade Street
Providence, RI 02908

National Grid (Electric)
Michael Larson
PO Box 960
Northborough, MA 01532

RI Department of Environmental
Management
Director
235 Promenade Street
Providence, RI 02908

National Grid (Electric)
Accounts Processing
PO Box 960
Northborough, MA 01532

US Environmental Protection Agency
Region One Director Mail Code 2241A
1200 Pennsylvania Avenue, NW
Washington, DC 20460

National Grid (Gas)
Bankruptcy Department C-3
300 Erie Boulevard West
Syracuse, NY 13202

Town of Johnston
Tax Collector
1385 Hartford Avenue
Johnston, RI 02919

Beacon Mutual Ins. Co.
c/o Charles Lovell, Esq.
Partridge, Snow & Hahn
2364 Post Road
Warwick, RI 02886

Beacon Mutual Insurance Company
Patricia Archambault
One Beacon Centre
Warwick, RI 02886

National Grid
c/o John McCoy, Esq.
Carroll, Kelly & Murphy
One Turks Head Placs, Suite 400
Providence, RI 02903

Pension Benefit Guaranty Corporation
Legal Counsel
1200 K Street, N.W.
Washington, DC 20005-4026

US Dept of Labor/Pension Welfare
Benefits Div
James Borages
JFK Federal Building, Room 575
Boston, MA 02203

Henry Swan, Esq.
Davis, Kilmarx, Swan & Bowling, LLP
101 Dyer Street
Providence, RI 02903

Edward DeCesaris
37 Olney Street
Johnston, RI 02919

Ford Credit
PO Box 94380
Palatine, IL 60094-4380

Sovereign Bank
Assignee of Fleet National Bank
1130 Berkshire Boulevard
Wyomissing, PA 19160

Carl Ricci, Esq.
MacAdams, Wieck, DeLuca & Gemma
101 Dyer Street, Ste 400
Providence, RI 02903

Dennis R. Brennan
Brennan Oil & Heating Co., Inc.
9 Tag Drive
North Providence, RI 02911

HARTFORD OIL COMPANY, INC.
SCHEDULE OF UCC FINANCING STATEMENTS AND LIENS

Sovereign Bank
Assignee of Fleet National Bank
1130 Berkshire Boulevard
Wyomissing, PA 19160

Town of Johnston
Tax Collector
1385 Hartford Avenue
Johnston, RI 02919

William Conley, Esq.
Town Solicitor, Town of Johnston
1385 Hartford Avenue
Johnston, RI 02919

RI Division of Taxation
James V. Cambio
One Capitol Hill
Providence, RI 02908