

OPERATING SERVICES AGREEMENT

Among

TWIN STAR ENERGY, LLC,

And

K & G PETROLEUM LLC, acting as the Operator

April 30, 2013

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OPERATING SERVICES AGREEMENT

This Operating Services Agreement (“**Agreement**”) is made as of the Effective Time by and among **Twin Star Energy, LLC**, a Colorado limited liability company (the “**Company**”), and **K & G Petroleum LLC**, a Colorado limited liability company (the “**Operator**” and, together with the Company, the “**Parties**”).

RECITALS

A. The Company has been formed to own and operate a network of Convenience Stores/Gas Stations.

B. The Operator has substantial experience in the operation of Convenience Stores/Gas Stations.

C. The Company wishes to engage the Operator to operate the Company’s Convenience Stores/Gas Stations and to perform certain administrative functions related to the Company Business.

D. The Parties desire to enter into this Agreement to reflect certain commitments to the Company and each other.

AGREEMENT

NOW THEREFORE, in consideration of the covenants, representations and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) “**AAA**” means the American Arbitration Association;
- (b) “**AAA Rules**” means the Commercial Arbitration Rules of the AAA;
- (c) “**Act**” means the Colorado Limited Liability Company Act.
- (d) “**Affiliate**” of any Person means any other Person who directly or indirectly Controls, or is Controlled by, or is under common Control with, such Person;
- (e) “**Agreement**” means this Operating Services Agreement (including the Exhibits and Schedule to this Agreement), as amended, supplemented or amended and restated from time to time;

- (f) **“Annual Budget”** means, for any Fiscal Year, the reasonably anticipated budget containing Operating Expenditures and Capital Expenditures, together with a general description of anticipated undertakings and activities and Projects, specific budgeted expenditures for amounts payable in relation thereto, projected average price and gross revenues for material categories of finished products, the projected net operating cash flow of the Company and the projected estimated cash call forecast for the Fiscal Year;
- (g) **“Applicable Law”** means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, ordinances, regulations, official directives, published guidelines or policies, bylaws, standards and codes of practice of, and the terms of all judgments, orders, permits, authorizations, approvals, grants, licenses, consents, injunctions, awards, determinations and decrees enacted, made, granted or issued by, any Authorized Authority applicable to such Person, transaction or event;
- (h) **“Approved”** means the approval of the Management Committee as expressed in a resolution passed at a duly constituted meeting of the Management Committee by the affirmative vote of, or a resolution in writing in lieu of a meeting signed by, each of the Denver Retail and Convenience Voting Manager and the K & G Voting Manager, assuming that the Member(s) who appointed such Voting Manager is not then a Defaulting Member;
- (i) **“Approved Annual Budget”** means, for any Fiscal Year of the Company, as the context requires: (i) the Annual Budget Approved by the Management Committee (except for the purposes of Section 10.3(a) of the LLC Agreement) plus, for any specific expenditure described therein, an amount that is equal to 10% of such amount, or (ii) the Authorized Annual Budget;
- (j) **“Arbitral Dispute”** has the meaning set forth in Section 11.1;
- (k) **“Arbitrated Budget”** has the meaning set forth in Section 10.9(h) of the LLC Agreement;
- (l) **“Arbitrators”** has the meaning set forth in Section 11.3;
- (m) **“Authorized Authority”** means, in relation to any Person, transaction or event, any: (i) federal, state, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government; (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including securities exchanges, in each case having jurisdiction over such Person, transaction or event;
- (n) **“Books and Records”** means the books and records of each of the Company, including financial, partnership, operations and sales books, records, books of account, customer

lists, supplier lists, sales and purchase records, production records, business plans and projections, operating manuals, supply records, inventory records and correspondence files, plans and specifications relating to the facilities, buildings, structures, erections, improvements, appurtenances and fixtures situate on or forming part of Company Property, including all electrical, mechanical and structural drawings related thereto, all operating records and data, environmental information and other data relating to technology or technical information, remediation plans, equipment maintenance logs and records, surveys and fitness and service warranties relating to the Company Property, and formulae, tax returns, and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise including all data and information stored on computer-related or other electronic media;

- (o) **“Business Day”** means a day other than a Saturday, Sunday or a day on which banking institutions in New York or Colorado are not required to be open;
- (p) **“Capital Expenditure”** means an expenditure on account of capital according to GAAP;
- (q) **“Code”** means the United States Internal Revenue Code of 1986, as amended;
- (r) **“Company”** has the meaning set forth in the introductory paragraph to this Agreement.
- (s) **“Company Business”** means the business of owning, leasing, constructing and operating a network of Convenience Stores/Gas Stations and Phillips 66 Company-supplied Dealer-Owned, Dealer-Operated locations and all activities associated or related to any of the foregoing, including acquiring, holding and disposing of land, and acquiring, owning, developing and operating all facilities necessary to accomplish any of the foregoing, and holding, directly or indirectly, securities or similar interests in Persons that carry on such businesses or conduct such activities, and such other related or unrelated business or activity as the management committee may from time to time Approve;
- (t) **“Company Property”** means all rights, properties, assets and interests, real and personal, tangible and intangible, of whatever nature and kind, including choses in action and services contributed to the Company by the Members and otherwise acquired or developed from time to time by the Company or by the Members for or and on behalf of the Company, whether in the course of managing the Company Business or otherwise, including, for greater certainty, Books and Records;
- (u) **“Confidential Information”** has the meaning set forth in Section 9.1(a);
- (v) **“Contribution Agreement”** means the Contribution and Purchase and Sale Agreement of even date herewith among Phillips 66, the Operator, K & G Stores, Inc., Sunshine Investments Inc., and Preet Singh Puri.
- (w) **“Control”** mean the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled” and “Controlling” shall have correlative meanings.

- (x) **“Convenience Store/Gas Station”** means a facility a primary purpose of which is to sell, at retail, convenience merchandise, automobile and truck fuels and ancillary goods and services, such as convenience items, food service, car washes and various other products, and includes Dealer-Owned, Dealer-Operated sites supplied through the Phillips 66 Supply Agreements.
- (y) **“Denver Retail and Convenience”** means Denver Retail and Convenience LLC, a Delaware limited liability company;
- (z) **“Denver Retail and Convenience Managers”** means the two Managers appointed by Denver Retail and Convenience;
- (aa) **“Denver Retail and Convenience Voting Manager”** means the Manager appointed by Denver Retail and Convenience that has been designated by Denver Retail and Convenience as the Denver Retail and Convenience Voting Manager in accordance with the LLC Agreement;
- (bb) **“Disposition”** means any direct or indirect transfer, sale, exchange, assignment, gift, pledge, encumbrance, hypothecation, alienation, declaration of trust or other disposition (or any other disposition for purposes of the Code) in any manner (whether voluntary, involuntary or by operation of law) of all of, or any interest in or in respect of a Membership Interest, or the economic benefit thereof, by which the legal or beneficial ownership or any Security Interest or other interest in respect of the Membership Interest passes from one Person to another Person or to the same Person in a different capacity, whether or not for value, including any sale, assignment, transfer, mortgage, pledge, charge or other disposition of or dealing in or control of a bankrupt or insolvent Member by any assignee, execution creditor, liquidator, receiver, mortgagee, pledgee, trustee, administrator or security holder, and includes a Change of Control in respect of a Member;
- (cc) **“Dispute Resolution Procedure”** means the dispute resolution procedure set forth in Article 11 hereof;
- (dd) **“Distribution”** at any particular time, means, in the singular, a distribution of money or property or rights or interests in property, or any combination thereof to a Member (or to a third party creditor on behalf of a Member or the Company) by the Company at that time in respect of the income or capital of the Company, and means, in the plural, the aggregate of all such distributions each of which is an amount paid or distributed to a Member (or to a third party creditor on behalf of a Member or the Company) at that time in respect of the income or capital of the Company;
- (ee) **“Effective Time”** means 12:01 a.m. on May 1, 2013;
- (ff) **“Fiscal Year”** means the taxable year of the Company, which shall be a 12-month period ending on December 31 of each calendar year, or such other period specified from time to time by the Management Committee, provided, that the initial fiscal year of the Company shall begin on the Effective Time and end on December 31, 2013;

- (gg) **“Five-Year Plan”** has the meaning set forth in Section 6.1;
- (hh) **“GAAP”** means generally accepted accounting principles from time to time, as set by the Financial Accounting Standards Board or its successor, applicable as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles in the United States, applied on a basis consistent with preceding years;
- (ii) **“Insolvency Event”** occurs in relation to a Person if:
 - (A) the Person commences (or consents to the commencement of) a voluntary case or other proceeding to be adjudicated a voluntary bankrupt or seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency, reorganization or other similar law of any jurisdiction now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it, or consents to the filing of a bankruptcy proceeding against it or to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it;
 - (B) an involuntary case or other proceeding is commenced against the Person seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency, reorganization or other similar law of any jurisdiction as now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial party of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or
 - (C) an order for relief shall be entered against the Person under any bankruptcy, insolvency, reorganization or other similar law of any jurisdiction as now or hereafter in effect;
- (jj) **“K & G Managers”** means the two Managers appointed by the K & G Members, acting as a group;
- (kk) **“K & G Members”** means the Operator and K & G Stores, Inc.
- (ll) **“K & G Voting Manager”** means the Manager appointed by the K & G Members that has been designated by the K & G Members as the K & G Voting Manager.
- (mm) **“LLC Agreement”** means the Limited Liability Company Agreement of the Company of even date herewith among the Members.
- (nn) **“Management Committee”** means the Company’s management committee, which shall be composed as described in Section 4.2 of the LLC Agreement.

- (oo) “**Manager**” means a member of the Management Committee appointed pursuant to Section 4.2 of the LLC Agreement.
- (pp) “**Managing Member**” means K & G Petroleum LLC or such other Member who, from time to time, is appointed to serve in that capacity by the unanimous approval of the non-Defaulting Members or assumes such role as the result of operation of Section 15.5 of the LLC Agreement;
- (qq) “**Members**” means, at the Effective Time, the Operator, K & G Stores, Inc. and Denver Retail and Convenience and thereafter, those Persons that from time to time become Members of the Company in accordance with the LLC Agreement;
- (rr) “**Membership Units**” means membership units of the Company that entitle the holder thereof to all the rights, benefits and obligations of a Member under the LLC Agreement;
- (ss) “**Operating Expenditure**” means an expenditure that is not a Capital Expenditure;
- (tt) “**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without outstanding equity interests, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;
- (uu) “**Phillips 66**” means Phillips 66 Company, a Delaware corporation;
- (vv) “**Phillips 66 Supply Agreement**” means the Branded Marketer Agreement between Phillips 66 and the Company of even date herewith;
- (ww) “**Project**” has the meaning set forth in Section 6.4(a).
- (xx) “**Project Description**” has the meaning set forth in Section 6.4(a).
- (yy) “**Representative Indemnitees**” has the meaning set forth in Section 8.2;
- (zz) “**Resolution Period**” has the meaning set forth in Section 10.9(a) of the LLC Agreement;
- (aaa) “**Security Interest**” means any assignment by way of security only (including any assignment of the right to receive income), mortgage, encumbrance, pledge, hypothecation, charge, lien or other security interest, whether consensual or involuntary, created by agreement or by law, contingent or absolute or perfected or unperfected, including a conditional sale contract or other restriction of, or encumbrance upon, title and any similar arrangement of any kind or nature whatsoever, howsoever created or arising, but does not include any set-off or right of set-off;
- (bbb) “**Transaction Agreements**” means (i) the Contribution Agreement, (ii) the Phillips Supply Agreement, (iii) the LLC Agreement and (iv) any other agreement that the Management Committee designates as a “Transaction Agreement” from time to time;

(ccc) **Voting Managers**” means the Denver Retail and Convenience 66 Voting Manager and the K & G Voting Manager; and

(ddd) **“Tribunal”** has the meaning set forth in Section 11.3;

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and *vice versa*;
- (b) reference to any Person includes any successor or assign of such Person that is permitted under this Agreement;
- (c) reference to a Person in a particular capacity excludes such Person in any other capacity;
- (d) reference to any gender includes all genders;
- (e) a grammatical variation of a defined term has a corresponding meaning;
- (f) reference to any agreement, document or instrument means such agreement, document or instrument as amended, replaced, restated or modified and in effect from time to time in accordance with the terms thereof;
- (g) reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or re-enactment of such section or other provision;
- (h) references to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to this Agreement;
- (i) references to Schedules or Exhibits shall, unless otherwise indicated, refer to the Schedules and Exhibits attached to this Agreement, which shall be incorporated in and constitute a part of this Agreement by such reference;
- (j) **“Agreement,” “this Agreement,” “herein,” “hereby,” “hereunder,” “hereof,” “hereto”** and words of similar import are references to the whole of this Agreement and not, unless a particular Section or other part thereof is referred to, to any particular Section or other part;
- (k) **“including”** means including without limiting the generality of any description preceding or succeeding such term and for purposes hereof the rule of *ejusdem generis* shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned;

- (l) the phrases “the aggregate of,” “the total of,” “the sum of,” or a similar phrase means “the aggregate (or total or sum), without duplication, of”;
- (m) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” and the words “to” and “until” each mean “to but excluding”;
- (n) unless otherwise specified herein, accounting terms shall be construed and interpreted, and accounting determinations and computations shall be made, in accordance with GAAP;
- (o) all references to currency are to the lawful money of the United States;
- (p) payments and transfers of funds are to be made in immediately available funds;
- (q) where any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a Business Day, that payment or calculation is to be made, or that other action is to be taken, as applicable, on or as of the next following Business Day;
- (r) the division of this Agreement and the recitals, table of contents and headings are for convenience of reference only and shall not affect the construction or interpretation hereof; and
- (s) this Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Member on the basis that that Member prepared this Agreement shall not apply to any construction or interpretation hereof or thereof.

ARTICLE 2. TERM AND TERMINATION

2.1 Term

This Agreement shall be effective at the Effective Time and shall expire, unless sooner terminated as provided herein, upon the fifth anniversary of the Effective Time; provided, however, that if neither of the Persons entitled to exercise the Puri Option or the Phillips 66 Option, respectively, as defined and described in Sections 6.20.1 and 6.20.2 of the Contribution Agreement, timely exercises such options following the fifth anniversary of the Effective Time, then the term of this Agreement shall extend until the 10th anniversary of the Effective Time, unless sooner terminated as provided herein.

2.2 Termination

- (a) The Operator may resign upon not less than one hundred eighty (180) days’ notice to the Company. Unless the Management Committee otherwise agrees, the Operator may not withdraw its resignation once notice of its resignation has been given, and this Agreement shall terminate as of the date specified in the Operator’s notice of resignation.

- (b) The Operator, by agreeing to be bound by this Agreement, shall be conclusively deemed to resign as the Operator of the Company, and this Agreement shall automatically terminate, if
- (i) an Insolvency Event occurs in respect of the Operator or an Affiliate of the Operator that is also a Member, a mortgagee or other encumbrancer shall take possession of all, or a substantial part of, the property or assets beneficially owned by the Operator or an Affiliate of the Operator that is also a Member, or levy or execution or any similar process shall be levied or enforced against all, or a substantial part of, the property or assets of the Operator or an Affiliate of the Operator that is also a Member, with no further action or notice on the part of any Party, and this Agreement shall terminate as of the date of the event described in this clause (i);
 - (ii) the Operator or an Affiliate of the Operator that is also a Member Disposes of all or a portion of its Membership Interest, either in accordance with or in contravention of the LLC Agreement;
 - (iii) the Operator or an Affiliate of the Operator that is also a Member becomes a Defaulting Member, as defined in the LLC Agreement; or
 - (iv) Puri (A) dies, (B) becomes permanently disabled in such a fashion that, in the reasonable judgement of the Member that is not the Operator or an Affiliate of the Operator, makes it impossible for Puri to serve as the managing member of the Operator, (C) departs or resigns as the managing member of the Operator, or (D) ceases to own, directly or indirectly, 100% of the equity interests in the Operator or any Affiliate of the Operator that is also a Member.

The Operator shall immediately advise the Company by notice of the occurrence of any event referred to in this Section 2.2(b), but the failure by the Operator to provide such notice shall not affect the automatic termination of this Agreement upon such an event.

- (c) This Agreement may be terminated, and the Operator removed, by the Management Committee or any Member if the Operator fails to timely perform any of its obligations under, or otherwise breaches, this Agreement and such breach is not cured within 30 days after the earlier of the date the Operator (A) receives notice of such breach from the Company or any Member, or (B) otherwise becomes aware of such breach, provided that, if such breach cannot be cured within 30 days through commercially reasonable efforts, the Operator shall have 90 days from the date the Operator receives notice of, or otherwise becomes aware of, such breach to cure such breach, but only if the Operator has diligently begun the actions required to cure such breach within the first 30 days following becoming aware of such breach.
- (d) This Agreement shall be terminated immediately upon the Disposition by either K & G Member of their respective Membership Units or, upon notice by Denver Retail and Convenience if the Managing Member ceases to be K & G Petroleum at any time.

ARTICLE 3. EMPLOYEES OF THE OPERATOR

3.1 Authority

Except as otherwise expressly provided herein, neither the Operator nor any of its employees shall have any authority to act for, or assume any obligation or responsibility on behalf of the Company.

3.2 Employees

The Operator shall employ individuals to perform services on Company property or with regard to Company assets or the Company Business, and shall be responsible for paying all such workers' wages, salaries, unemployment taxes, and Social Security taxes and for withholding federal income taxes. To the extent that any jurisdiction would regard the Company as a joint or dual employer of any such employee, the Operator shall obtain workers' compensation coverage as defined and required by Applicable Law with respect to its employees on behalf of both it and the Company, provided that the Company shall be considered an employer solely for the purposes of its status as a joint or dual employer under the relevant workers' compensation regime; for example, with respect to Company operations in Colorado, the Operator shall obtain workers' compensation coverage as required by the Workers' Compensation Act of Colorado, Colorado Revised Statutes §§ 8-40-101, et seq. on behalf of both the Operator and the Company.

3.3 Secondment

Upon notice to the Operator, Denver Retail and Convenience (or one or more of its Affiliates), may, at its discretion, second no more than two employees at any time into appropriate positions within the Operator, or within any Affiliate of the Operator engaged by the Operator to provide services for the Company, and any such secondees may be placed in the most senior position in such Operator's organization with profit-and-loss responsibility for operation of Convenience Store/Gas Stations, subject to the terms and provisions of a secondment agreement to be entered into among the Operator, the Company and Denver Retail and Convenience (or its Affiliate(s) that provide the secondees), the form of which will be Approved by the Management Committee for such purpose, provided that all such secondment agreements will include a provision allowing the Operator, or its Affiliate(s) hosting the secondees, to (a) dismiss a secondee if, within 30 days after giving such secondee notice of any failure by such secondee of its employment obligations to the Operator, such secondee fails to cure such failure, and (b) at any time, request a consultation with the Person providing any secondee to discuss the replacement of such secondee for any reason. The cost and all expenses of such secondees (including their salaries and an allocated share of benefit costs) shall be borne by Denver Retail and Convenience. Notwithstanding anything to the contrary contained herein or in an Approved secondment agreement, if the Company, the Operator or Denver Retail and Convenience or its Affiliate(s) that provide the secondees becomes liable under the terms of an Approved secondment agreement or otherwise for any liabilities, losses, damages, costs, charges or expenses attributable to (x) such secondee's negligent acts or omissions, or (y) such secondee by a theory of strict liability during his or her secondment, such liability shall be a liability of the

Company and shall be shared by the Members in proportion to their Membership Interests. For the avoidance of doubt, the Company shall not be liable for any liabilities, losses, damages, costs, charges or expenses attributable to a secondees's gross negligence, bad faith or willful misconduct, and any such liabilities shall be borne by the Person providing such secondees.

ARTICLE 4.
AUTHORITY RETAINED BY THE MANAGEMENT COMMITTEE OR THE
MANAGING MEMBER

4.1 Management Committee

The Management Committee shall have the power and authority to review and reverse any decision of the Operator and the exclusive power and authority to Approve all matters relating to the following, and such additional matters as are set out in this Agreement as requiring the Approval of the Management Committee:

- (a) the Annual Budget and amendments thereto;
- (b) the Five-Year Plan for the Company;
- (c) the name of the Company and changes thereto;
- (d) the general tax and accounting policies of the Company and the appointment of auditors, including all decisions requiring the Approval of the Management Committee under Article 11 of the LLC Agreement;
- (e) establish and review general operating policies of the company such as (i) environmental and safety compliance policies, (ii) insurance and risk management policies, (iii) banking and investment policies, and (iv) policies with respect to granting credit to Persons with whom the Company does business;
- (f) Distributions (other than Tax Distributions required to be made to the Members pursuant to Section 9.1 of the LLC Agreement), including the amount and timing of such Distributions;
- (g) the sale of (i) all or substantially all of the Company Property in a single transaction or series of transactions, or (ii) any Company Property, the aggregate fair market value of which in any twelve-month period is more than \$100,000;
- (h) the dissolution and liquidation of the Company;
- (i) hedging and financial derivatives policies of the Company;
- (j) any borrowing of money or giving of guarantees that are, in the aggregate, in excess of \$50,000 at any one time, or the granting of security interests on Company Property, the aggregate value of which exceeds \$50,000 at any one time;

- (k) the formation by the Company of any subsidiary or Affiliate;
- (l) any significant change in the Company Business, or any new undertaking or business to be carried on by the Company that is not already a part of the Company Business;
- (m) the institution of legal proceedings on behalf of the Company in which the amount of the claim being brought by the Company is in excess of \$50,000;
- (n) any:
 - (i) Capital Expenditures by the Company that are expected to be greater than:
 - (A) \$100,000, if within an Approved Annual Budget; or
 - (B) \$50,000, if not within an Approved Annual Budget, provided that with regard to any Capital Expenditure expected to be greater than \$10,000 but less than \$50,000 that is included in or contemplated by an Approved Annual Budget, the Managing Member may, subject to such guidelines as the Management Committee may prescribe from time to time, reallocate that expenditure to another activity or group of activities requiring no greater Capital Expenditure than originally contemplated; or
 - (ii) Expenditures in excess of 20% above the amount allocated for such expenditure in the applicable Approved Annual Budget;
- (o) the award of any contract for the benefit of the Company (including the award of any contract by the Operator if any cost associated with such contract will be borne or reimbursed by the Company):
 - (i) to the Operator or an Affiliate of the Operator;
 - (ii) to any Person other than Phillips 66 or an Affiliate of Phillips 66, for the purchase of petroleum products in bulk quantities if the aggregate cost and reasonably foreseeable liability of the Company under or in relation to the contract is in excess of \$50,000, provided that this Section 4.1(o)(ii) shall not apply to any contracts between the Company and Suncor which are in effect as of the Effective Time;
 - (iii) to any Person other than Phillips 66 or an Affiliate of Phillips 66, for the purchase of goods for resale at Convenience Store/Gas Stations if the aggregate cost and reasonably foreseeable liability of the Company under or in relation to the contract is in excess of \$100,000 or if the term of the contract (excluding any renewal terms) is greater than twelve months; or
 - (iv) except as provided in clauses (ii) and (iii), to any Person other than Phillips 66 or an Affiliate of Phillips 66, if the aggregate cost and reasonably foreseeable liability of the Company under or in relation to the contract is in excess of

\$100,000 or if the term of the contract (excluding any renewal terms) is greater than twelve months;

- (p) termination of or material amendment to any contract made for the benefit of the Company with the Operator or an Affiliate of the Operator, provided that changes in the identity of Convenience Stores/Gas Stations to be supplied with gasoline or diesel fuel under the Phillips 66 Supply Agreement, when such changes are made in accordance with the terms of the Phillips 66 Supply Agreement, are not “material amendments” for purposes of this clause;
- (q) (i) commencement (or consent to the commencement of) a voluntary case or other proceeding to be adjudicated a voluntary bankrupt of the Company, (ii) seeking liquidation, reorganization or other relief with respect to the Company or its debts under any bankruptcy, insolvency, reorganization or other similar law of any jurisdiction now or hereafter in effect, (iii) seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for the Company, or (iv) consenting to the filing of a bankruptcy proceeding against the Company or to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against the Company;
- (r) any change in the annual compensation paid to the Managing Member or the Operator by the Company pursuant to Section 5.6 of the LLC Agreement;
- (s) the selection of an Operator of the Company, if any, and the form of the Operating Services Agreement between the Company and any Operator;
- (t) the admission of new Members into the Company;
- (u) the settlement of all claims against the Company in an aggregate amount in excess of \$50,000 in any twelve-month period; and
- (v) any amendment to or amendment and restatement of the LLC Agreement and this Agreement.

ARTICLE 5.

POWERS, RIGHTS AND DUTIES OF THE OPERATOR

5.1 Delegation

The Operator shall, subject to the provisions of this Agreement and the Approval and direction of the Management Committee for those matters that are within the exclusive authority of the Management Committee, manage, conduct and operate the Company Business and represent the Company in all matters regarding the Company Business and all affairs of the Company. In performing its duties and obligations hereunder, the Operator shall comply with the terms of this Agreement and the Approvals and direction of the Management Committee for those matters that are within the exclusive authority of the Management Committee as provided

in Section 4.1. The Operator may be removed, and this Agreement may be terminated, in accordance with Section 2.2.

5.2 Powers, Rights and Duties of the Operator

- (a) Without limiting the generality of the powers, rights and duties of the Operator set forth in Section 5.1, and in addition to, and in support of, the duties and obligations of the Operator set forth elsewhere in this Agreement, subject to those matters that require the Approval of the Management Committee, as set forth in Section 4.1 or otherwise in this Agreement, the Operator, to the extent the following duties are delegated to it by the Managing Member, shall:
 - (i) administer the affairs of the Company and carry on the Company Business in accordance with Applicable Laws and the terms of this Agreement;
 - (ii) enter into all agreements and do all such acts and things as are incidental to the Company Business and exercise all powers that may be necessary, useful or desirable to carry on the Company Business, make any decision and execute and deliver any instrument, deed, agreement or document that the Operator, in its discretion, may determine appropriate, necessary or advisable in pursuing the Company Business;
 - (iii) provide and train necessary personnel to operate and maintain the Company's Convenience Stores/Gas Stations and provide the necessary supervision to ensure that all operations are conducted in accordance with policies Approved by the Management Committee, and required by any license or franchise agreement applicable to a Company Convenience Stores/Gas Stations;
 - (iv) subject to the requirements of the Phillips 66 Supply Agreement, and any other Approved agreement between the Company and a vendor, purchase merchandise to be offered for sale at the Company's Convenience Stores/Gas Stations and supplies necessary for the operation of the Company's Convenience Stores/Gas Stations;
 - (v) arrange for engineering, professional and/or technical services as necessary to support the Company Business and to maintain the Company assets;
 - (vi) prepare and periodically update operations, maintenance, safety, environmental practices and other manuals to communicate Company policies to Persons engaged in the operation or administrative support of the Company's Convenience Stores/Gas Stations and to assure uniform operation of the Company's Convenience Stores/Gas Stations;
 - (vii) periodically inspect each of the Company's Convenience Stores/Gas Stations for damage or other conditions that could affect the safe, efficient, lawful and economic operation of such Convenience Stores/Gas Stations and perform or cause to be performed maintenance or repairs to prevent or correct such damage;

- (viii) represent the Company in dealings with governmental entities and agencies thereof with respect to the Company assets or Company Business;
- (ix) manage implementation of the Projects and other expenditures and actions included in the Approval Annual Budget;
- (x) procure and maintain any permit, license or other authorization required by law with respect to the Company Business; and
- (xi) do anything that is provided for in this Agreement or in furtherance of or is incidental to or is necessary or desirable in respect of the Company Business.

5.3 Authority of the Operator

No Person dealing with the Company shall be required to inquire into the authority of the Operator to take any action or to make any decision in the name of the Company.

5.4 Title to Company Property

Legal title to Company Property shall be held in the name of the Company.

5.5 Reimbursement of, and Compensation to, Operator

- (a) If the Operator and the Managing Member are the same Person, then such Operator/Managing Member shall be compensated and reimbursed by the Company in accordance with Section 5.6 of the LLC Agreement, and shall not receive any compensation or reimbursement under this Agreement in addition to the compensation and reimbursement provided under the LLC Agreement.
- (b) If the Operator and the Managing Member are not the same Person, then the compensation of, and reimbursement to, such Operator shall be established by, and with the Approval of, the Management Committee, and set forth in and amendment or restatement of this Agreement or another agreement between such Operator and the Company

5.6 Standard of Care

Subject to Section 8.1, in connection with performing its duties and obligations as Operator under this Agreement, the Operator shall:

- (a) exercise the Operator's powers and discharge the Operator's duties under this Agreement honestly, in good faith and in the best interests of the Company;
- (b) perform its obligations under this Agreement diligently, in a good and workmanlike manner and in accordance with practices generally acceptable for an experienced and prudent operator engaged in a similar activity under similar circumstances; and

- (c) comply with all requirements of Applicable Law and the conditions and requirements of any governmental permit or license granted to the Company, the Managing Member or to the Operator or in connection with operation of the Company Business.

5.7 Commingling of Funds

- (a) The Operator shall not commingle the funds and assets of the Company with the funds or assets of the Operator or of any other Person.
- (b) Any marketing allowances or direct or indirect advertising support, rebates or credits received by the Operator in connection with its purchase of goods or services for any of the Company's Convenience Stores/Gas Stations (including marketing allowances or direct or indirect advertising support, rebates or credits paid or made available pursuant to any contract under which the Operator purchases goods or services both for the Company's Convenience Stores/Gas Stations and for any business other than the Company's Convenience Stores/Gas Stations, but only to the extent attributable to activity at the Company's Convenience Stores/Gas Stations) shall be paid or made available by the Operator to the Company.

5.8 Insurance

- (a) The Operator shall, for itself and on behalf of the Company:
 - (i) comply with all applicable workers' compensation requirements in connection with the Company Business; and
 - (ii) to the extent not already purchased by the Managing Member, purchase and maintain for the benefit of the Company in respect of the Company Business and the Company Property, such insurance and coverage as has been Approved by the Management Committee.
- (b) The cost of such insurance obtained on behalf of the Company shall be for the account of the Company. Each insurance policy above procured by the Operator shall, to the extent commercially reasonable:
 - (i) name the Members and their respective Affiliates, directors, officers, agents and employees as additional insureds;
 - (ii) waive subrogation rights in favor of each Member and its Affiliates, directors, officers, agents and employees; and
 - (iii) contain cross liability and severability of interest clauses as appropriate.
- (c) The Operator shall provide certificates of insurance or other proof evidencing compliance with the provisions of Sections 5.8(a) and 5.8(b) above to a Member upon request.

5.9 Transfer of Management

Upon the expiration or termination of this Agreement, or the removal of the Operator pursuant to Section 2.2, the Operator shall:

- (a) do all things and take all steps to transfer immediately and effectively the administration, management, control and operation of the business of the Company and the Books and Records of the Company to the Company or (at the direction of the Management Committee), the Managing Member or a new operator;
- (b) deliver to the Company such licenses of trademarks and/or software owned by the Operator or its Affiliate as may be necessary to operate the Company and the Company's Convenience Stores/Gas Stations in the same manner as they were operated immediately prior to such expiration or termination;
- (c) transfer, or cause to be transferred to the Company, any legal title to property held by the Operator or its Affiliate as may be necessary to operate the Company and the Company's Convenience Stores/Gas Stations in the same manner as they were operated immediately prior to such expiration or termination; and
- (d) execute and deliver all such other certificates, declarations and other documents necessary or desirable to effect such transfer.

ARTICLE 6. FINANCIAL MATTERS

6.1 First Approved Annual Budget and Five Year Plan.

The Annual Budget for the first Fiscal Year of the Company and the initial five-year plan of the Company (the “**Five-Year Plan**”) are attached to this Agreement as Schedule 6.1.

6.2 Annual Budgets and Five-Year Plans.

To the extent that any of the actions or duties of the Managing Member described in the following sub-paragraphs of this Section 6.2 are delegated by the Managing Member to the Operator, the Operator shall undertake and complete such actions and duties as if it were the Managing Member:

- (a) A draft Annual Budget for each Fiscal Year (following the initial Fiscal Year of the Company's existence), including cash flow targets for such Fiscal Year, as well as a Five-Year Plan for the Company, shall be prepared by the Managing Member on the basis of the prior Fiscal Year's Annual Budget and Five Year Plan. The Managing Member shall submit the draft Annual Budget and Five Year Plan to the Management Committee for its review and comment at least 90 days prior to the beginning of each Fiscal Year.
- (b) If, as of the 30th day prior to the end of the current Fiscal Year of the Company, the Company is on target to (i) achieve all goals and expectations set forth in the current

Fiscal Year's Annual Budget and the portion of the Five-Year Plan covering such Fiscal Year at the end of such Fiscal Year, or (ii) be within a 10% margin of achieving such goals or expectations, then to the extent that the draft Annual Budget and Five Year Plan submitted to the Management Committee for the upcoming Fiscal Year of the Company are reasonably based on the prior year's performance of the Company, the draft Annual Budget and Five Year Plan shall be deemed automatically Approved without any vote of the Management Committee, provided that, if at any time during the Fiscal Year to which such Annual Budget applies, the Management Committee determines that the Company has deviated from any item in the Annual Budget by a margin of 10% or more, the Management Committee may suspend the Annual Budget and replace it with an amended and restated Annual Budget Approved by a vote of the Management Committee.

- (c) If, as of the 30th day prior to the end of the current Fiscal Year of the Company, the Company is not on target to (i) achieve all goals and expectations set forth in the current Fiscal Year's Annual Budget and Five-Year Plan (to the extent relevant to such Fiscal Year) at the end of such Fiscal Year, or (ii) be within a 10% margin of achieving such goals or expectations, or if the draft Annual Budget and Five Year Plan are not reasonably based on the prior year's performance of the Company, then the draft Annual Budget and Five-Year Plan must be submitted by the Managing Member to, and Approved by, the Management Committee, and shall only become effective upon such Approval by the Management Committee.
- (d) The Managing Member may, at any time during a Fiscal Year, submit to the Management Committee an amended and restated Annual Budget as the Managing Member considers prudent and appropriate and, upon Approval of the Management Committee, such amended and restated Annual Budget shall be deemed to constitute the Approved Annual Budget.
- (e) If the Management Committee fails to Approve any Annual Budget requiring its Approval under Section 6.2(c) at least 15 days prior to the beginning of the Fiscal Year for which such Annual Budget applies, then the provisions of Sections 6.3 shall apply.

6.3 Authorized Annual Budget.

If, for any Fiscal Year, the Management Committee fails to Approve the Annual Budget then, until modified or substituted by the Management Committee or pursuant to Section 10.9 of the LLC Agreement, the Operator shall have the power and authority granted to the Managing Member under Section 10.3 of the LLC Agreement to undertake and incur expenditures in order to carry on the Company Business on the basis of the Authorized Annual Budget, as defined and described in Section 10.3 of the LLC Agreement.

6.4 Project Expenditures

- (a) If the expenditures related to any activity, project, commitment or other lien item (or a plan of linked commitments) on the account of the Company Business (a **"Project"**) are anticipated by the Operator to exceed:

- (i) \$100,000, if such Project is within an Approved Budget; or
- (ii) \$50,000, if such Project is not within an Approved Budget; or
- (iii) 20% more than the amount originally Approved for such Project,

the Operator shall prepare and submit to the Management Committee for Approval, a general description of such Project, along with the anticipated activities related thereto (a “**Project Description**”).

- (b) Every Project Description submitted to the Management Committee shall include the following information:
 - (i) the purpose, timing and location of the Project;
 - (ii) the Company’s total expected expenditures, costs, benefits and exposure resulting from the Project;
 - (iii) the processes and operations to be used in completing the Project; and
 - (iv) such additional information concerning the Project and expenditures in relation thereto that the Management Committee may request to assist in its review and consideration of whether to Approve such Project.

6.5 Records of the Company

- (a) The Operator shall maintain complete and adequate Books and Records of the Company Business and shall utilize such accounting policies and procedures as the Management Committee may direct from time to time.
- (b) Such Books and Records shall be kept available for the term of this Agreement and, if longer, such period as may be required by Applicable Law (including the Code) and any applicable Transaction Agreements, and if no such laws or agreements are applicable, for not less than 24 months following the end of the term of this Agreement. If the term of this Agreement ends as a result of the exercise of the Puri Option or the Phillips 66 Option by the Person entitled to exercise such option in accordance with Section 16.4 of the LLC Agreement, the Person that exercised such option will retain the Books and Records during the 24 month period described above. Upon the expiration or termination of this Agreement for any other reason, the Operator shall deliver all of the Company’s books and records to the Managing Member, with copies to the Member that is not the Managing Member, if such Member requests such copies.
- (c) Each Member shall have the right to access, review, copy and audit the Books and Records, at its sole expense, at any time during the term of this Agreement and for 24 months thereafter. Upon the request of a Member, the Operator shall provide such Member and its Managers and employees with complete access to the Books and Records

during normal business hours on any Business Day at the place where such records are customarily maintained.

6.6 Periodic Reporting by the Operator

The Operator shall prepare, or cause to be prepared, in accordance with GAAP, and transmit on a timely basis to each Member, (i) financial statements of the Company for each Fiscal Year which shall include a balance sheet, statement of income, and Member's equity and cash flow, together with all such information as may be available to or can be obtained by the Operator and necessary to enable the Members (or their respective direct or indirect owners) to file all required federal, state and local income tax returns with respect to the income or losses of the Company and such additional reports, including monthly operational reports and reserve reports as the Management Committee may request from time to time and (ii) a financial report for each month which shall include such information as the Management Committee may specify from time to time. The financial statements of the Company shall be audited by the auditors appointed by the Audit Committee.

6.7 Accounting Policies

The Audit Committee shall establish, from time to time accounting policies with respect to the financial statements of the Company, and may change, from time to time, any policy that has been so established provided that such policies are consistent with the provisions of the LLC Agreement, this Agreement and with GAAP. The Operator shall, in preparing the Books and Records, comply with all such policies then established by the Audit Committee.

ARTICLE 7. COMPETITION

7.1 Noncompetition; Exclusive Service

- (a) The Operator and its Affiliates hereby acknowledge and recognize the highly competitive nature of the convenience store and gas station retail marketing business (the “**Business Activities**”) in which the Company and the Operator are engaged, and accordingly agree that the Operator and its Affiliates will not, except for in connection with Exempt Business Activities (as defined below), during and for the period commencing on the date hereof and continuing so long as the Operator or any of its Affiliates is a Member of the Company (the “**Noncompetition Period**”), directly or indirectly, (a) engage in any of the Business Activities or any similar business activity consisting of the marketing, selling, or distribution of gasoline or oil or the operation of any convenience stores (such activities, together with the Business Activities but excluding the Exempt Business Activities, are collectively referred to herein as a “**Competing Business**”), whether such engagement is as an officer, manager, member, director, partner, investor, consultant, advisor, agent, representative, independent contractor, creditor or otherwise, in the United States of America (the “**Noncompetition Geographic Area**”); or (b) assist others in engaging in any Competing Business in the manner described in clause (a) hereof in the Noncompetition Geographic Area; or (c) solicit the business of, or trade with, any

customers or prospective customers of the Company, any Member or any of their respective its Affiliates with respect to gasoline or oil or the operation of any convenience stores; or (d) induce, or otherwise solicit, any customers or suppliers of the Company or with whom the Operator or any of its Affiliates has done business to terminate or otherwise curtail or impair their business relationship with the Company, Denver Retail and Convenience, or any Affiliate thereof; or (e) solicit or induce any individual who is an employee, agent, consultant or independent contractor of the Company, Denver Retail and Convenience or any Affiliate thereof to terminate his, her or its employment or engagement or to offer employment to or hire or otherwise engage any such individual or entity. **“Exempt Business Activities”** refers to the convenience store and gasoline retail marketing business as currently conducted by the Operator and its Affiliates at the locations listed on Schedule 7.1 hereto, and all businesses incidental or ancillary thereto.]

- (b) As long as any K & G Member is the Operator, the Operator, and Puri individually, shall devote their full productive time, best efforts, energy and ability to the proper and efficient conduct of the Company Business and the Exempt Business Activities, and the Operator shall not be employed by or render services to any Person other than its Affiliates (for the purpose of conducting the Exempt Business Activities) and the Company; provided that Puri may serve on the boards of directors of non-related, non-competing companies (including educational, welfare, social, religious and civic organizations) with Approval of the Management Committee, so long as such service does not negatively impair, interfere with or conflict with his performance for the Company or the Company Business. The Operator, and Puri individually, shall endeavor to promote the Company Business, and the reputation and interests of Company in all respects to the best of their ability. For avoidance of doubt: (a) with the Approval of the Management Committee, the Operator may own and lease Convenience Store/Gas Stations to the Company; and (b) the Operator or its Affiliates may lease, own and/or operate the Convenience Store/Gas Stations listed on Exhibit 7.1.

ARTICLE 8.

LIABILITY AND INDEMNIFICATION

8.1 Operator Liability and Indemnity Obligations

Notwithstanding any other provision of this Agreement:

- (a) except for those matters for which the Operator is required to provide indemnity in Section 8.1(b) and subject to Section 8.3, the Company shall be liable for, and, in addition, shall indemnify the Operator and hold the Operator harmless from and against, any and all liabilities, losses, damages, costs, charges and expenses, including any resulting from or attributable to:
 - (i) the Operator’s sole or concurrent negligence; and
 - (ii) the Operator by a theory of strict liability;

incurred or suffered by the Operator resulting from the performance or non-performance by the Operator of its obligations as Operator under this Agreement; and

- (b) subject to Section 8.3, the Operator shall be liable for, and, in addition, shall indemnify the Members and the Company, as applicable, and hold the Members and the Company harmless from and against, any and all and any losses, damages, costs, charges and expenses incurred or suffered by any Member or the Company, as applicable, as a consequence of or in connection with the performance or non-performance by the Operator of its obligations as Operator under this Agreement, but only to the extent caused by or the result of the gross negligence, bad faith or willful misconduct of the Operator or an officer or other representative of the Operator.

8.2 Company Indemnity of Operator's Directors and Officers

The Company shall indemnify and hold harmless the directors, officers, managers and other representatives of the Operator acting in respect of Company Business and affairs (collectively, the “**Representative Indemnitees**”) from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs, charges and expenses which they may suffer, incur or be liable for, as a result of, arising out of, relating to or connected with such Representative Indemnatee acting in that capacity including any actions, causes of action, claims, demands, liabilities, losses, damages, costs, charges and expenses resulting from or attributable to:

- (a) a Representative Indemnatee's sole or concurrent negligence, whether direct or indirect, other than gross negligence, bad faith or willful misconduct; and
- (b) a Representative Indemnatee by a theory of strict liability.

This indemnification obligation will continue as to Persons who have ceased to be directors, officers, managers or other representatives of the Operator acting for the Company but only with respect to their prior actions in that capacity and will inure to the benefit of the heirs, executors, administrators and personal representatives of such former Representative Indemnatee.

8.3 Limitations of Liability

No Party shall be liable to any other Party for any special, indirect, consequential or punitive damages resulting or arising out of this Agreement, including, without limitation, losses or damage resulting from loss of profit, loss of revenues, loss of business opportunities or loss of use, except only to the extent that both (a) such losses or damages are included in any claims by or liabilities to a third Person and (b) the relevant Party is otherwise required to indemnify another Party in respect of such claims or liabilities under this Agreement.

ARTICLE 9.
CONFIDENTIAL INFORMATION

9.1 Confidentiality

- (a) Except as otherwise provided in this Agreement or any Transaction Agreement, each of the Parties agrees that all information, data and technology disclosed to it by or on behalf of another Party, and any other information that a Party receives or acquires from another Party in connection with the Company, the Company Property and the Company Business (“**Confidential Information**”) shall be kept confidential and shall not be disclosed to any Person that is not a Member or an Affiliate of a Member.
- (b) In complying with the foregoing, each Party shall use the same degree of care as would be used by a normally prudent Person in protecting its own proprietary and confidential information.
- (c) Notwithstanding the foregoing:
 - (i) a Party shall not be required to keep confidential any Confidential Information that is:
 - (A) at the time of the disclosure, through no wrongful act or omission of the Party, part of the public domain;
 - (B) at the time of disclosure known by such Party and such Party is not subject to any other restrictions of confidentiality with respect to such Confidential Information;
 - (C) independently developed by such Party;
 - (D) lawfully obtained by such Party from a third Person that is not subject to restrictions of confidentiality with respect to such Confidential Information; or
 - (E) released by the Party whose Confidential Information it is for public or use; and
 - (ii) each Party shall have the right to disclose Confidential Information:
 - (A) to the extent permitted by this Agreement or any Transaction Agreements;
 - (B) to the extent consented to by the other Parties;
 - (C) to its Affiliates that agree to keep the Confidential Information received by it confidential and to be bound by the provisions of this Section 9.1;

- (D) on a need to know basis to contractors, consultants and advisors employed by the Company or the Operator, if such disclosure is reasonably necessary in connection with the work to be performed and each such Person covenants and agrees to keep the Confidential Information received by it confidential and to be bound by this Section 9.1;
- (E) on a need to know basis to its insurers, banks or other financial institutions, if such disclosure is reasonably necessary in connection with the services to be performed by them and each such Person agrees to keep the Confidential Information confidential and to be bound by this Section 9.1;
- (F) to the extent required by Applicable Law or the requirements of a government, governmental department, ministry, board, commission, agency, tribunal, securities commission or stock exchange having jurisdiction; provided that prompt notice, in writing, of the circumstances of the required disclosure is given to the other Parties to allow the other Parties to object to such disclosure and, at any such other Party's election, to take such steps as it considers necessary to maintain the confidentiality of the Confidential Information by the regulatory or governmental body or court (including, without limitation, steps to obtain a protective order or other assurance that confidential treatment will be accorded to the Confidential Information after the disclosure); and
- (G) in legal or arbitration proceedings involving the rights and obligations of the Parties (which proceedings shall be kept confidential to the extent permitted by Applicable Laws).

9.2 Survival

The provisions of Section 9.1 shall survive termination or expiration of this Agreement for a period of two years.

9.3 Press Releases.

The Operator shall make no press releases in connection with this Agreement, the Company Business or the existence of the Company.

ARTICLE 10. REPRESENTATIONS

10.1 Representations of the Company

The Company represents, warrants and covenants to the Operator that it:

- (a) is a Colorado limited liability company and is validly existing under such laws; and

- (b) has and shall maintain the capacity and authority necessary to perform its obligations under this Agreement, and that such obligations do not and will not conflict with or result in a breach of any of its organizational documents or any agreement by which or to which it or any of its property is bound or subject.

10.2 Representations of the Operator

The Operator represents, warrants and covenants to the Company that it:

- (a) is a Colorado corporation and is validly existing under such laws; and
- (b) has and shall maintain the capacity and authority necessary to perform its obligations under this Agreement, and that such obligations do not and will not conflict with or result in a breach of any of its organizational documents or any agreement by which or to which it or any of its property is bound or subject.

10.3 Survival of Representations

The representations contained in this Article shall survive execution of this Agreement and each Party is obligated to ensure the continuing accuracy of each representation made by it throughout the term of the Company.

ARTICLE 11. DISPUTE RESOLUTION

11.1 Dispute Settlement

All claims and disputes between the Parties arising in relation to this Agreement (including disputes respecting any matter of interpretation of the provisions of this Agreement) (herein an “**Arbitral Dispute**”) shall be resolved pursuant to the provisions of this Dispute Resolution Procedure.

11.2 Submission to Arbitration

Any Arbitral Dispute shall be referred to and finally resolved by arbitration at the initiation of either Member under the AAA Rules, except as such rules are modified or waived herein or otherwise unambiguously agreed in a subsequent writing. Nothing in this Dispute Resolution Procedure shall restrict or prohibit a Member from delivering a notice of arbitration in order to protect its rights to contest any matter that is properly the subject of arbitration under this Agreement.

11.3 Arbitration Procedures

Any Arbitral Dispute shall be submitted to binding arbitration by three arbitrators (herein the “**Tribunal**” or the “**Arbitrators**”) in accordance with the following provisions of this Section 11.3.

- (a) The Party desiring to initiate arbitration in connection with any Arbitral Dispute shall be entitled to nominate one Arbitrator when serving the request for arbitration pursuant to the AAA Rules. The request for arbitration shall also include a statement of the material facts upon which such Party intends to rely and a statement of the relief or remedy sought.
- (b) The other Party shall be entitled to appoint one Arbitrator when serving the response to the request for arbitration pursuant to the AAA Rules. The response to the request for arbitration shall also include a statement of the material facts upon which the other Party intends to rely and a statement of relief or remedy sought in any claim for set-off, cross-claim or counterclaim.
- (c) Within 10 days after the appointment of the second Arbitrator, the two Arbitrators shall together select a third Arbitrator who shall act as Chair.
- (d) Any Arbitrator to be selected by a Party shall be qualified by education or experience to adjudicate the matters in dispute. Any Chair appointed by the other Arbitrators shall also have qualifications and knowledge that are reasonably comparable to (or better than) the qualifications and knowledge of the Arbitrator(s) appointed by the Parties.
- (e) The Parties agree that no Arbitrator shall be disqualified solely by reason that:
 - (i) the law or other professional firm in which the Arbitrator is a partner or other member has previously represented or advised one of the Parties in a matter unrelated to this Agreement; or
 - (ii) the Arbitrator has personally represented or advised one of the Parties in a matter unrelated to this Agreement more than 5 years prior to the Arbitrator's appointment.
- (f) The seat of the arbitration shall Denver, Colorado. Unless otherwise agreed or ordered, the place of all hearings shall be Denver, Colorado.
- (g) The Parties hereby request that the Tribunal render its award and provide reasons for that award within 30 days following the conclusion of the hearing. Any such award may be filed in any court of competent jurisdiction and may be enforced by any Party as a final judgment in such court.
- (h) It shall be a condition of the appointment of the Arbitrators that the Arbitrators shall maintain in strict confidence all documents, the transcripts of the proceedings and other materials and all information disclosed by or on behalf of the parties to the Arbitral Dispute and shall not use the same or allow the same to be used for any purpose other than such arbitration and, at the request of the Party that provided any documents or other printed materials, shall return all originals and any copies of such documents and printed materials. The Arbitrators shall be responsible for ensuring that its officers, employees, representatives and consultants comply with the obligation of confidentiality herein.

- (i) The Parties irrevocably consent to the consolidation of arbitrations of disputes arising out of or in connection with any Transaction Agreement or the subject matter of any Transaction Agreement. Such consent shall apply if either Party applies to the Tribunal, if formed, and if not, to the tribunal in the arbitration with which consolidation is sought, and contends that such disputes are substantially related and, in the interest of justice and efficiency, should be heard in one proceeding. In such event, each Party and its respective Affiliate in the other arbitration being consolidated shall be bound in respect of appointments and other arbitration process decisions already made by such Party or its Affiliate in the first commenced arbitration proceeding, and such Party and its Affiliate shall together act as one in exercising all unexercised rights to make appointments and other arbitration process decisions in the consolidated arbitration proceedings.

ARTICLE 12. NOTICES

12.1 Addresses For Notices

- (a) Any notice, consent, approval, determination or other communication to be given or sent to a Party pursuant to this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

(i) to the Operator: K & G Petroleum LLC
10459 Park Meadows Drive
Littleton, CO 80124
Attention: Preet Singh Puri
Telephone: _____

(ii) to the Company: Twin Star Energy, LLC
c/o Phillips 66 Company
3010 Briarpark Drive
Houston, TX 77042
Attention: Legal Department
Deputy General Counsel - Marketing
Telephone: _____

with a copy to: Phillips 66 Company
3010 Briarpark Drive
Houston, TX 77042
Attention: Matt Fischer
Telephone: _____

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery in the case of personal delivery, or

on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

ARTICLE 13. MISCELLANEOUS

13.1 Governing Law

Except as otherwise expressly provided for herein, this Agreement, the Transaction Agreements and all documents relating hereto, which by agreement of the Parties have been or will be drafted in English, shall be governed by and construed in accordance with the laws of the State of Colorado and the laws of the United States applicable therein, excluding any conflict of laws rules that might otherwise require the applicable of the laws of another jurisdiction. Any legal action or proceeding relating to disputes between the Parties arising under this Agreement may be brought in the United States District Court of the District of Colorado, and, by execution and delivery of this Agreement, the Parties hereby accept, generally and unconditionally, the jurisdiction of the aforesaid court. The Parties hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* which any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction.

13.2 Waiver of Jury Trial

THE MEMBERS AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DISPUTE RESOLUTION PROCESS PURSUANT TO ARTICLE 11.

13.3 Entire Agreement

This Agreement, the Transaction Agreements and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all of the covenants, promises, warranties, representations, conditions and agreements between the Parties with respect to the rights granted and obligations assumed herein and therein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

13.4 Waiver

- (a) No waiver by any Party of the performance, or any Default in the performance by the other Party, of any provision, condition or requirement herein shall be a waiver of, or in any manner release such other Party from performance of, such provision, condition or requirement unless such waiver is executed in writing by the Party providing such

waiver, and such waiver shall not be, and shall not be considered to be, a waiver of any other default or provision, condition or requirement herein, nor shall any such waiver be a waiver of, or in any manner a release of, such other Party from future performance of such provision, condition or requirement, unless it expressly so states.

- (b) Any delay in exercising or failure to exercise any right, remedy, power or privilege hereunder on the part of any Party shall not operate as a waiver thereof nor impair the exercise of any such right, remedy, power or privilege or any other right, remedy, power or privilege accruing to such Party thereafter.
- (c) The failure of a Party to perform its obligations hereunder shall not release the other Party from the performance of its obligations.

13.5 No Rights in Third Parties

The provisions of this Agreement are for the benefit of the Parties, and are not intended to be for the benefit of any Person to whom any debts, liabilities or obligations are owed by, or who otherwise has any claim against a Party, and no creditor or other Person shall obtain any rights or shall be able to make any claims in respect of any debts, liabilities or obligations against the Parties under such provisions.

13.6 Provisions Severable

Each provision of this Agreement is intended to be severable. If, in any jurisdiction, any provision of this Agreement, or the application of such provision to any Person or circumstance, is restricted or prohibited or is held illegal, invalid or unenforceable, the remainder of this Agreement, or the application of such provision to any Person or circumstance other than those to which it is held to be illegal, invalid or unenforceable, shall not be affected thereby.

13.7 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound or unless Approved by the Management Committee.

13.8 Time

Time shall be of the essence hereof.

13.9 Assignment

Neither this Agreement nor any rights or obligations of any party to this Agreement may be assigned. Any assignment made by any party in contravention of this Section 13.9 shall be deemed null and void and of no effect.

13.10 Binding Effect; Benefits

This Agreement shall inure to the benefit of and will be binding upon the Parties and their respective heirs, legal representatives, successors and permitted assigns.

13.11 Counterpart Signatures

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same Agreement. A signature to this Agreement transmitted by facsimile, *.pdf* or other electronic means shall be deemed an original and binding upon the Party against whom enforcement is sought.

The Parties hereto have executed this Operating Services Agreement as of the day and year first above written.

K & G PETROLEUM LLC

By:  _____

Name: Preet Singh Puri

Title: Manager

TWIN STAR ENERGY, LLC

By: K & G Petroleum LLC,
its Managing Member

By:  _____

Name: Preet Singh Puri

Title: Manager

**Schedule 6.1
to
Operating Services Agreement
dated April 30, 2013
by and between
Twin Star Energy, LLC
and
K & G Petroleum LLC**

INITIAL 5-YEAR PLAN AND ANNUAL BUDGET

Twin Star Energy, LLC
Projected Balance Sheet

Consolidated Balance Sheet	FMV 4/30/2013	2013	2014	2015	2016	2017
ASSETS						
CURRENT ASSETS						
Cash	\$ 4,771,412.96	\$ 3,610,635.63	\$ 2,271,551.64	\$ 7,594,286.29	\$ 6,029,082.91	\$ 6,058,298.91
Accounts Receivable-C/cards, rebates, others	2,810,865.94	2,810,865.94	2,810,865.94	2,810,865.94	2,810,865.94	2,810,865.94
7-Eleven		385,000.00	735,000.00	735,000.00	735,000.00	735,000.00
Fuel Inventory	1,540,195.09	1,540,195.09	1,540,195.09	1,540,195.09	1,540,195.09	1,540,195.09
C-Store Inventory	1,907,895.61	1,907,895.61	1,907,895.61	1,907,895.61	1,907,895.61	1,907,895.61
Lottery Inventory	93,086.49	93,086.49	93,086.49	93,086.49	93,086.49	93,086.49
Prepaid Expense & Deposits	6,528.18	6,528.18	6,528.18	6,528.18	6,528.18	6,528.18
TOTAL CURRENT ASSETS	11,129,984.27	10,354,206.96	9,365,122.95	14,687,857.60	13,122,654.22	13,151,870.22
FIXED ASSETS						
Land	38,795,815.00	38,795,815.00	38,795,815.00	38,795,815.00	38,795,815.00	38,795,815.00
Buildings						
Re-Imaging and Signs	24,340,405.00	24,340,405.00	24,340,405.00	24,340,405.00	24,340,405.00	24,340,405.00
Equipment						
Furniture and Other	9,638,487.88	9,638,487.88	9,638,487.88	9,638,487.88	9,638,487.88	9,638,487.88
Vehicles						
Development Costs						
Asset Retirement Obligation	648,000.00	648,000.00	648,000.00	648,000.00	648,000.00	648,000.00
Goodwill	12,470,000.00	12,470,000.00	12,470,000.00	12,470,000.00	12,470,000.00	12,470,000.00
Franchise Cost	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
Accum Depreciation	(0.00) 2)	(2,578,214.00) 2)	(5,156,428.00) 2)	(7,734,642.00) 2)	(10,312,856.00) 2)	(12,891,070.00)
Capital spending	8)	2,725,000.00 8)	9,325,000.00 8)	9,325,000.00	9,325,000.00	9,325,000.00
Site Divestures			(2,700,000.00)	(2,700,000.00)	(2,700,000.00)	(2,700,000.00)
Corporate office	10)	850,000.00	850,000.00	850,000.00	850,000.00	850,000.00
PDI Enterprise upgrade	9)	75,000.00 9)	200,000.00	200,000.00	200,000.00	200,000.00
Contract value	2,568,447.99	2,568,447.99	2,568,447.99	2,568,447.99	2,568,447.99	2,568,447.99
TOTAL FIXED ASSETS	88,536,155.86	89,607,941.87	91,054,727.87	88,476,513.87	85,898,299.87	83,320,085.87
TOTAL ASSETS	\$ 103,043,049.68	\$ 103,001,640.22	\$ 103,121,924.05	\$ 105,529,026.55	\$ 101,048,191.01	\$ 98,161,774.86
LIABILITIES & CAPITAL						
CURRENT LIABILITIES						
Accounts Payable - Trade, Non-Trade	5,586,216.91	\$ 5,586,216.91	\$ 5,586,216.91	\$ 5,586,217.91	\$ 5,586,217.91	\$ 5,586,217.91
Accrued Interest - RBS	-	-	-	-	-	-
Accrued Property Taxes	1,355,121.88	1,355,121.88	1,355,121.88	1,355,121.88	1,355,121.88	1,355,121.88
Fuel/Sales Tax Payable	1,089,955.43	1,089,955.43	1,089,955.43	1,089,955.43	1,089,955.43	1,089,955.43
Accrued Fuel Payable	43,895.88	43,895.88	43,895.88	43,895.88	43,895.88	43,895.88
Current Portion Long Term Debt - New Loan	1,443,891.53	1,443,891.53	1,443,891.53	1,443,891.53	1,443,891.53	1,443,891.53
Current Portion Long Term Debt						
Conoco 15 year note	205,714.32	205,714.32	205,714.32	205,714.32	205,714.32	205,714.32
Other	181,841.23 4)	7,561.63 4)	-	-	-	-
Line of Credits - New - \$ 8 million revolver	-	-	-	-	-	-
Line of Credits - Banks	-	-	-	-	-	-
TOTAL CURRENT LIABILITIES	9,906,637.18	9,732,357.58	9,724,795.95	9,724,796.95	9,724,796.95	9,724,796.95
LONG TERM LIABILITIES						
I/C Receivable/Payable	-	-	-	-	-	-
Old Term Loan - Bank	-	-	-	-	-	-
Note payable - Conoco	1,981,851.15 3)	1,219,924.25 3)	1,219,924.25	1,219,924.25	1,219,924.25	1,219,924.25
Long Term Debt - New Loan	51,556,108.47 5)	49,215,385.95 5)	46,197,399.97 5)	42,996,226.94 5)	32,199,331.95	22,803,852.70
Note Payable - Other	- 4)	- 4)	- 4)	- 4)	- 4)	-
Conoco 15 year note	1,354,285.30 7)	1,148,570.98 7)	942,856.66 7)	737,142.34 7)	581,428.02 7)	325,713.70
Other	7,561.63	-	-	-	-	-
Corporate office - loan	11)	700,000.00 11)	678,250.00 11)	640,066.00 11)	600,639.00 11)	560,092.00
Deposits Held	146,425.00	146,425.00	146,425.00	146,425.00	146,425.00	146,425.00
Interest Rate Swap Liability	1,070,717.88	1,070,717.88	1,070,717.88	1,070,717.88	1,070,717.88	1,070,717.88
Asset Retirement Obligation	648,000.00	648,000.00	648,000.00	648,000.00	648,000.00	648,000.00
TOTAL LONG TERM LIABILITIES	56,764,949.43	54,149,024.06	50,903,573.76	47,458,502.41	36,416,460.10	26,774,725.53
TOTAL LIABILITIES & CAPITAL	\$ 103,043,049.69	\$ 103,001,640.22	\$ 103,121,924.06	\$ 105,529,026.55	\$ 101,048,191.02	\$ 98,161,774.86
Capital	36,371,463.08	36,371,463.08	36,371,463.08	36,371,463.08	36,371,463.08	36,371,463.08
A/R Related Party	-	-	-	-	-	-
Retained Earnings	-	-	4,581,325.84	10,203,485.45	19,957,106.85	30,892,451.49
Tax distributions	6)	(1,832,590.33) 6)	(4,081,394.18) 6)	(7,982,842.74) 6)	(12,356,980.59) 6)	(16,060,526.20)
Current Year Earnings	(0.00) 1)	4,581,325.84	5,622,159.62	9,753,621.40	10,935,344.63	11,258,864.02
TOTAL CAPITAL	36,371,463.08	39,120,258.58	42,493,554.35	48,345,727.19	54,906,933.97	61,662,252.38
TOTAL LIABILITIES & CAPITAL	\$ 103,043,049.69	\$ 103,001,640.22	\$ 103,121,924.06	\$ 105,529,026.55	\$ 101,048,191.02	\$ 98,161,774.86
		(0.00)	(0.01)	(0.00)	(0.01)	(0.00)

Twin Star Energy, LLC
Projected Balance Sheet

Cash Flow Analysis

Adjusted Profit	1)	4,581,925.84	1)	5,622,159.62	1)	9,753,621.40	1)	10,935,344.63	11,258,864.02
Depreciation	2)	2,578,214.00	2)	2,578,214.00	2)	2,578,214.00	2)	2,578,214.00	2,578,214.00
		<u>7,159,539.84</u>		<u>8,200,373.62</u>		<u>12,331,835.40</u>		<u>13,513,558.63</u>	<u>13,837,078.02</u>
Conoco Claw back	3)	(761,926.90)	3)	-	3)	-	3)	-	-
Other loan Principal	4)	(181,841.23)	4)	(7,561.83)	4)	-	4)	-	-
Principal payments Term Loan	5)	(2,340,722.52)	5)	(3,017,985.98)	5)	(8,201,173.03)	5)	(8,296,894.99)	(3,395,479.25)
Tax distribution	6)	(1,832,530.33)	6)	(2,248,863.83)	6)	(3,901,448.56)	6)	(4,374,137.85)	(4,503,545.61)
Conoco 15 year	7)	(205,714.32)		(205,714.32)		(205,714.32)		(205,714.32)	(205,714.32)
Site Divestitures		-		2,700,000.00		-		-	-
Increase 7-Eleven inventory		(385,000.00)		(950,000.00)					-
Collection Build note Principal	7)	337,418.16	7)	337,418.16	7)	337,418.16	7)	337,418.16	337,418.16
Capital Expenditure	8)	(2,725,000.00)	8)	(6,600,000.00)	8)	-	8)	-	-
FDI Enterprise upgrade	9)	(75,000.00)	9)	(125,000.00)		-		-	-
Corporate Office	10)	(850,000.00)							
Corporate Office - loan	11)	700,000.00		(21,750.00)		(38,183.00)		(39,433.00)	(40,541.00)
Additional pay down Term	12)						12)	(7,500,000.00)	(5,000,000.00)
Line of credit borrowings				-		-			
Change in Cash		<u>(1,160,777.31)</u>		<u>(1,339,084.01)</u>		<u>5,322,734.65</u>		<u>(1,565,203.37)</u>	<u>29,215.99</u>
Beginning Cash		<u>4,771,412.96</u>		<u>3,610,635.65</u>		<u>2,271,551.64</u>		<u>7,594,286.29</u>	<u>6,029,082.91</u>
Ending cash		<u>3,610,635.65</u>		<u>2,271,551.64</u>		<u>7,594,286.29</u>		<u>6,029,082.91</u>	<u>6,058,298.91</u>

Total Combined Company Operations				
2013	2014	2015	2016	2017
69,528,168	68,010,072	72,226,304	72,648,872	74,501,303
233,601,915 (221,605,815)	224,300,554 (212,069,258)	241,523,798 (226,995,259)	245,432,798 (230,155,736)	249,510,246 (234,052,380)
11,996,100	12,231,296	14,528,539	15,277,062	15,457,866
37,659,490 (26,289,708)	40,937,432 (27,924,684)	48,492,911 (32,526,371)	49,700,473 (33,233,931)	50,737,964 (33,854,619)
11,369,782	13,012,748	15,966,540	16,466,542	16,883,344
1,867,041 (360,777) (59,625)	1,860,285 (353,670) (55,979)	1,915,285 (366,170) (55,979)	1,920,285 (367,420) (55,979)	1,925,785 (368,795) (55,979)
1,446,639	1,450,636	1,493,136	1,496,886	1,501,011
2,556,868	2,438,027	2,304,756	2,299,970	2,205,246
27,369,389	29,132,708	34,292,971	35,540,460	36,047,467
=====	=====	=====	=====	=====
6,875,855	7,788,296	8,514,108	8,575,927	8,760,534
7,288,143	7,966,038	8,512,145	8,624,981	8,745,174
1,052,451	1,049,392	1,034,379	1,074,707	1,105,045
1,329,402	1,173,318	1,268,374	1,270,387	1,272,021
2,124,446	1,642,252	1,542,227	1,390,615	1,236,938
2,578,214	2,578,214	2,578,214	2,578,214	2,578,214
1,539,552	1,313,039	1,089,902	1,090,284	1,090,677
22,788,063	23,510,548	24,539,349	24,605,116	24,788,603
4,581,326	5,622,160	9,753,621	10,935,345	11,258,864
2,578,214	2,578,214	2,578,214	2,578,214	2,578,214
2,124,446	1,642,252	1,542,227	1,390,615	1,236,938
6,705,772	7,264,411	11,295,849	12,325,960	12,495,802
=====	=====	=====	=====	=====

Twin Star Energy, LLC
Projections

903 Store Level Support					901 - Corporate Overhead				
2013	2014	2015	2016	2017	2013	2014	2015	2016	2017
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
708,480	708,480	708,480	708,480	708,480	1,048,400	1,076,840	1,109,000	1,143,363	1,177,494
91,200	91,200	91,200	91,200	91,200	463,100	412,715	425,268	437,729	450,475
					10,300	10,609	10,927	11,255	11,593
					60,200	62,006	63,866	65,783	67,796
					12,000	19,825	18,665	17,500	16,235
					24,000	24,000	24,000	24,000	24,000
					32,000	12,360	12,733	13,115	13,508
799,680	799,680	799,680	799,680	799,680	1,650,000	1,618,355	1,664,460	1,712,745	1,761,100
799,680	799,680	799,680	799,680	799,680	1,650,000	1,618,355	1,664,460	1,712,745	1,761,100
					24,000	24,000	24,000	24,000	24,000
799,680	799,680	799,680	799,680	799,680	1,674,000	1,642,355	1,688,460	1,736,745	1,785,100

ID	Employee	Department	Hire Date	Pay Rate	Annual Salary	Monthly		Annual	
						Car allowance	Cell Phone allowance	Car allowance	Cell Phone allowance
847	Ashcraft, Ryann	903	12/5/2005	\$1846.16 Salary	\$48,000.16 District Manager	500	100	6000	1200
20505	Dadras, Kambiz	903	10/25/2001	\$3392.31 Salary	\$88,200.06 Operations manager	500	100	6000	1200
830	Dahal, Basudev	903	12/27/2001	\$3050.00 Salary	\$79,300.00 IT / computer support & PDI	300	100	3600	1200
30574	Gautam, Yograj	903	12/16/2001	\$2000.00 Salary	\$52,000.00 District Manager	500	100	6000	1200
30573	Jonchhe, Ujen	903	10/9/2001	\$1738.46 Salary	\$45,199.96 Price Book	0	0	0	0
30570	Ranjitkar, Shailfesh	903	2/15/2003	\$1730.77 Salary	\$45,000.02 Dispatching for COCO, CODO & DODO	0	100	0	1200
30546	Ryan, Walter H	903	3/12/2007	\$2773.08 Salary	\$72,100.08 District Manager/ purchasing	500	100	6000	1200
1161	Singh, Palminder	903	11/23/1999	\$2384.62 Salary	\$62,000.12 Dealer relations & environmental	500	100	6000	1200
30543	Singh, Ravinder	903	2/1/1987	\$2115.39 Salary	\$55,000.14 Repairs and maintenance	500	100	6000	1200
Report Totals					\$546,800.54	\$3,300.00	\$800.00	\$39,600.00	\$9,600.00
					5199.46 Raises				
					\$552,000.00				

Twin Star Energy LLC
Projections

	Annual Budget					
	2013	2014	2015	2016	2017	
Total Direct						
* Personnel *						
Salaries/Wages	786,400	807,000	831,040	856,756	881,959	Corporate management, Human resources and accounting
Overtime	3,000	3,090	3,185	3,285	3,385	Corporate management, Human resources and accounting
Bonus Pay	13,000	13,390	13,800	14,215	14,650	Corporate management, Human resources and accounting
Vacation/Sick	12,000	12,360	12,725	13,107	13,500	Corporate management, Human resources and accounting
Taxes/Benefits	234,000	241,000	248,250	256,000	264,000	Payroll taxes, workers compensation insurance, health insurance, employer provided life, payroll processing
Total Personnel	1,048,400	1,076,840	1,109,000	1,143,363	1,177,494	Assumed 3% annual increase
*Direct Expenses:						
Utilities	4,500	4,635	4,774	4,917	5,065	Corporate electric, water
Telephone Expense	48,000	49,440	50,923	52,451	54,024	Corporate telephone including cell phones
Professional Fees	60,000	61,800	63,654	65,564	67,531	Audit & tax preparation expense ESK&H, Opis
Postage Expense	6,000	6,180	6,365	6,556	6,753	FEDEX & USPS
Advertising	-	-	-	-	-	
License Fees	1,200	1,236	1,273	1,311	1,351	State of Colorado,
Security Expenses	8,300	8,549	8,805	9,070	9,342	Shield Services, Meridian Fire & Security
Outside Services	7,800	8,034	8,275	8,523	8,779	Martha Cleaning - office cleaning
Contributions	1,200	1,236	1,273	1,311	1,351	Nepal America SocioCulture & other
Misc Expense	2,600	2,700	2,800	2,900	3,000	Clear Bob and other miscellaneous expenses
Dues, Fees, & Subs	7,500	7,725	8,575	9,100	9,650	CWPMA, Mountain States Employer Counsel, Credit annual fee
Travel & entertainment Expense	13,500	13,500	13,500	13,500	13,500	Prest & Darby gas / staff lunches, travel
Office Supplies	24,000	24,720	25,450	26,225	27,000	Cintas, Staples & kitchen supplies
Recruiting Expense	-	-	-	-	-	
Bank Charges	144,000	147,960	152,100	156,300	160,630	Vectra Bank & Bank of America - monthly fees plus wire etc
Legal Fees	134,500	75,000	77,500	80,000	82,500	Dunn & Phillips
Total Direct Exp	469,100	412,715	425,268	437,729	450,475	
**Maint & Repairs:						
R&M - Fuel Pumps/T	-	-	-	-	-	
CAM Charges	10,300	10,609	10,927	11,255	11,593	Ridge Park Office Suites - corporate office
Environmental Expe	-	-	-	-	-	
Total Main/Repair	10,300	10,609	10,927	11,255	11,593	
Total Controllable	1,521,800	1,500,164	1,545,195	1,592,346	1,699,561	
**Fixed Expenses:						
Depreciation Expense	24,000	24,000	24,000	24,000	24,000	Corporate office
Equipment Lease	12,000	12,360	12,739	13,115	13,508	Copier / Scanner / Fax Konica Minolta
Rent Expense	20,000	-	-	-	-	Rent for period May thru June 2013
	32,000	12,360	12,733	13,115	13,508	
Tax - Property/Use	47,000	48,410	49,862	51,358	52,938	Douglas County real estate and personal property tax for corporate office
Insurance Expense	13,200	13,596	14,004	14,425	14,858	Property and general liability insurance allocated to corporate office
	60,200	62,006	63,866	65,783	67,796	
Interest Expense	12,000	19,825	18,665	17,500	16,235	Interest on loan Corporate office
Total Fixed	128,200	118,191	119,264	120,398	121,539	
Total Expenses	1,650,000	1,618,355	1,664,460	1,712,745	1,761,100	

Annual Salary Report
K & G Petroleum LLC (B1431)

ID	Employee	Department	Hire Date	Current	
				Pay Rate	Annual Salary
30561	Aryal, Som Nath	901	3/5/2009	\$1492.31 Salary	\$38,800.06
30568	Bertha, Karla K.	901	9/18/2009	\$1278.46 Salary	\$33,239.96
30567	Claar, Robert W.	901	9/1/2009	\$5076.92 Salary	\$131,999.92
30554	Khanal, Januka	901	12/10/2008	\$1278.85 Salary	\$33,250.10
30553	Manandhar, Merina	901	2/1/2006	\$1607.69 Salary	\$41,799.94
30327	Nanda, Baljit	901	3/1/2004	\$3846.16 Salary	\$100,000.16
30572	Pradhan, Ajay	901	10/10/2006	\$1492.31 Salary	\$38,800.06
	Puri, Amar Preet	901	2/1/2007	\$20.00/Hour	
30004	Puri S, Preet	901	3/1/2002	\$3846.15 Salary	\$99,999.90
1274	Tucker, Darby Thomas	901	7/1/2006	\$5076.93 Salary	\$132,000.18
30563	Tucker, Janeen	901	5/19/2009	\$15.50/Hour	
30547	Upreti, Sita	901	9/1/2007	\$1310.46 Salary	\$34,071.96
				\$683,962.24	\$49,999.94
				683,962.24	49,999.94

Annual Salary Report
K & G Petroleum LLC (B1431)

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
\$42,000.00	\$43,800.00	\$45,114.00	\$46,467.42	\$47,861.44
33,239.96	34,237.16	35,264.27	36,322.20	37,411.87
131,999.92	135,959.92	140,038.72	144,239.88	148,567.07
33,250.10	34,247.60	35,275.03	36,333.28	37,423.28
41,799.94	43,053.94	44,345.56	45,675.92	47,046.20
-	-	-	-	-
42,000.00	\$43,800.00	45,114.00	46,467.42	47,861.44
17,600.00	18,128.00	18,671.84	19,232.00	19,808.96
250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
132,000.18	135,960.19	140,038.99	144,240.16	148,567.37
500.00	515.00	530.45	546.36	562.75
34,071.96	35,094.12	36,146.94	37,231.35	38,348.29
\$758,462.06	\$774,795.92	\$790,539.80	\$806,755.99	\$823,458.67
27,938.00	32,204.08	40,500.00	50,000.00	58,500.00
				Bonuses / raises
786,400.06	807,000.00	831,039.80	856,755.99	881,958.67

Twin Star Energy LLC
Overhead

Assumes 3% annual increase

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Cell Phone - At & T Mobility	9,600.00	9,888.00	10,184.64	10,490.18	10,804.88
Century Link - Corporate office	2,400.00	2,472.00	2,546.16	2,622.54	2,701.22
Internet / Office phone / offsite backup	36,000.00	37,080.00	38,192.40	39,338.17	40,518.32

48,000.00	49,440.00	50,923.20	52,450.90	54,024.42
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Twin Star Energy, LLC
Overhead

	<u>2013</u>	<u>2014</u>	Assumes 3% annual increase		
			<u>2015</u>	<u>2016</u>	<u>2017</u>
EKS & H - annual audit & tax return preparation	65,000.00	66,950.00	68,958.50	71,027.26	73,158.07
	<u>65,000.00</u>	<u>66,950.00</u>	<u>68,958.50</u>	<u>71,027.26</u>	<u>73,158.07</u>

Twin Star Energy, LLC
Overhead

Assumes 3% annual increase

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	
CWPMA	2,700.00	2,700.00	2,775.00	2,800.00	2,850.00	
Mountain States Employer Counsel	4,500.00	4,750.00	5,500.00	6,000.00	6,500.00	Support HR
Opis	300.00	275.00	300.00	300.00	300.00	
	<u>7,500.00</u>	<u>7,725.00</u>	<u>8,575.00</u>	<u>9,100.00</u>	<u>9,650.00</u>	

Twin Star Energy, LLC
Overhead

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Gas / Enter - Darby / Preet	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
Staff lunches - Monthly	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
Meals	900.00	900.00	900.00	900.00	900.00
Air fare rental car	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
	<u>13,500.00</u>	<u>13,500.00</u>	<u>13,500.00</u>	<u>13,500.00</u>	<u>13,500.00</u>

Twin Star Energy, LLC
Overhead

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Office supplies, copy paper, printer toner	18,000.00	18,720.00	19,450.00	20,225.00	21,000.00
Kitchen & barhroom supplies	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
	<u>24,000.00</u>	<u>24,720.00</u>	<u>25,450.00</u>	<u>26,225.00</u>	<u>27,000.00</u>

Twin Star Energy. LLC
Overhead

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Bank of America fees	132,000.00	135,960.00	140,100.00	144,300.00	148,630.00
Vectra Bank fees	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Store deposit slips, check stock	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
	<u>144,000.00</u>	<u>147,960.00</u>	<u>152,100.00</u>	<u>156,300.00</u>	<u>160,630.00</u>

Twin Star Energy, LLC
Overhead

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Dunn & Phillips - outside corporate attorney (leases, refinance, transfer licenses and assignment)	134,500	75,000.00	77,500.00	80,000.00	82,500.00
	<u>134,500.00</u>	<u>75,000.00</u>	<u>77,500.00</u>	<u>80,000.00</u>	<u>82,500.00</u>

Twin Star Energy, LLC
Projections

Total Store Level Operations before 903 Store SupportExpense						
2011	2012	2013	2014	2015	2016	2017
72,840,418	71,086,423	69,528,168	68,010,072	72,226,304	72,648,872	74,501,303
232,252,549 (219,448,344)	232,715,094 (221,260,970)	233,601,915 (221,805,815)	224,300,554 (212,069,258)	241,523,798 (226,995,259)	245,432,798 (230,155,736)	249,510,246 (234,052,380)
12,804,205	11,454,124	11,996,100	12,231,296	14,528,539	15,277,062	15,457,866
0	0	0	0			
33,529,332 (23,994,270)	36,903,881 (26,327,321)	37,659,490 (26,289,708)	40,937,432 (27,924,684)	48,492,911 (32,526,371)	49,700,473 (33,233,931)	50,737,964 (33,854,619)
9,535,062	10,576,560	11,369,782	13,012,748	15,966,540	16,466,542	16,883,344
1,895,124 (403,178) (64,835)	1,828,576 (361,842) (65,326)	1,867,041 (360,777) (59,625)	1,860,285 (353,670) (55,979)	1,915,285 (366,170) (55,979)	1,920,285 (367,420) (55,979)	1,925,785 (368,795) (55,979)
1,427,111	1,401,408	1,446,639	1,450,636	1,493,136	1,496,886	1,501,011
2,214,582	2,513,646	2,556,868	2,438,027	2,304,756	2,299,970	2,205,246
25,980,960	25,945,738	27,369,389	29,132,708	34,292,971	35,540,460	36,926,304
15,294	13,823	(105)	(105)	1,065	1,065	1,065
4,795,740	4,986,989	5,118,975	5,002,976	6,696,628	6,724,084	6,874,561
6,223,651	6,407,092	6,733,843	7,462,123	7,995,677	8,096,053	8,203,499
1,024,540	1,101,193	1,042,151	1,038,783	1,023,452	1,063,452	1,093,452
1,340,965	1,228,971	1,269,202	1,111,312	1,204,508	1,204,604	1,204,225
3,120,787	3,198,558	2,112,446	1,622,427	1,523,562	1,373,115	1,220,703
	2,554,214	2,554,214	2,554,214	2,554,214	2,554,214	2,554,214
1,306,461	1,507,617	1,507,552	1,300,679	1,077,169	1,077,169	1,077,169
17,827,438	20,998,457	20,338,278	21,092,408	22,076,275	22,093,756	19,674,674
8,153,522	4,947,281	7,031,111	8,040,300	12,216,696	13,446,704	14,718,510
		2,554,214	2,554,214	2,554,214	2,554,214	2,554,214
3,120,787	3,198,558	2,112,446	1,622,427	1,523,562	1,373,115	1,220,703
11,274,309	8,145,839	11,697,771	12,216,940	14,405,017	15,752,558	15,939,213

Twin Star Energy, LLC
Projections

Location -	Total COCO						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	47,727,107	47,633,861	46,940,100	47,095,009	47,879,046	47,325,614	47,371,919
*** Fuel Sales ***							
Fuel Sales	163,273,918	165,273,665	165,273,665	162,780,942	164,317,158	164,677,158	165,065,158
Cost of Sales	(151,939,796)	(155,200,432)	(154,623,767)	(151,879,840)	(152,080,021)	(151,879,840)	(152,267,840)
Gross Profit	11,334,122	10,073,233	10,649,898	10,901,102	12,237,137	12,797,318	12,797,318
** Inside Sales	23.75	21.15	22.73	23.21	-	23.79	23.79
Inside Sales	33,317,154	36,792,762	37,548,371	40,826,313	44,012,911	44,772,473	45,317,964
Cost of Sales	(23,833,824)	(26,242,190)	(26,204,577)	(27,839,553)	(29,703,971)	(30,129,291)	(30,440,315)
Gross Profit	9,483,330	10,550,572	11,343,794	13,447,761	14,499,730	15,568,668	15,756,485
** Car Wash **	0	0	0	0	0	0	0
Car Wash Sales	1,864,055	1,823,233	1,844,285	1,860,285	1,865,285	1,865,285	1,865,285
Car Wash Expense	(391,149)	(359,314)	(353,670)	(353,670)	(353,670)	(353,670)	(353,670)
Car Wash - Other	(61,189)	(65,326)	(55,979)	(55,979)	(55,979)	(55,979)	(55,979)
Gross Profit	1,411,717	1,398,593	1,434,636	1,450,636	1,455,636	1,455,636	1,455,636
Other Income	1,123,436	1,469,341	1,465,722	1,393,722	1,284,562	1,284,562	1,284,562
Total G. P.	23,023,644	23,149,115	24,894,050	27,193,221	29,477,065	31,106,184	31,294,001
Direct Losses	13,387	14,281	353	353	1,065	1,065	1,065
Personnel	4,745,654	4,932,930	5,064,916	5,948,917	6,114,628	6,088,884	6,180,841
Direct Expense	6,169,444	6,357,344	6,681,342	7,415,984	7,314,516	7,351,816	7,391,401
R&M Expense	967,391	1,031,266	980,524	968,856	958,946	958,946	958,946
Other Fixed Exp.	1,128,419	1,006,270	1,043,399	888,611	991,833	991,929	991,550
Interest Expense	2,778,980	2,816,066	1,842,825	1,392,851	1,316,143	1,184,528	1,048,124
Depreciation Expense							
Rent/Eq Lease	1,096,658	1,306,482	1,304,744	1,099,544	975,721	975,721	975,721
Total Expense	16,899,933	17,464,639	16,918,102	17,715,115	17,672,851	17,552,889	17,547,648
Net Profit/Loss	6,238,193	5,834,464	7,975,947	9,017,105	9,723,968	11,006,334	11,213,233
Depreciation Expense							
Interest Expense	2,778,980	2,816,066	1,842,825	1,392,851	1,316,143	1,184,528	1,048,124
EBITDA	9,017,173	8,650,530	9,818,772	10,409,956	11,040,111	12,190,862	12,261,357

Twin Star Energy, LLC
Projections

Total CODO						
2011	2012	2013	2014	2015	2016	2017
11,115,034	10,657,324	10,525,393	10,657,324	13,369,519	13,625,519	14,711,645
32,569,516 (31,704,263)	31,186,712 (30,400,915)	31,186,712 (30,401,352)	31,186,712 (30,401,352)	44,785,740 (43,103,972)	46,246,740 (44,441,430)	47,848,188 (45,926,874)
865,253	785,797	785,360	785,360	1,681,768	1,805,310	1,921,314
7	7	7	7	11	11	12
212,178 (160,446)	111,119 (85,131)	111,119 (85,131)	111,119 (85,131)	4,480,000 (2,822,400)	4,928,000 (3,104,640)	5,420,000 (3,414,304)
51,732	25,988	25,988	25,988	1,657,600	1,823,360	2,005,696
0	0	0	0	0	0	0
31,069 (12,029) (3,646)	5,343 (2,528) -	22,756 (7,107) (3,646)	- - -	50,000 (12,500) -	55,000 (13,750) -	60,500 (15,125) -
15,394	2,815	12,003	-	37,500	41,250	45,375
1,091,146	1,044,305	1,091,146	1,044,305	1,020,194	1,015,408	920,684
2,023,525	1,858,905	1,914,497	1,855,653	4,397,062	4,685,328	4,893,069
1,907	(458)	(458)	(458)	-	-	-
50,086	54,059	54,059	54,059	582,000	635,200	693,720
54,207	49,748	52,501	46,139	681,161	744,237	812,098
57,149	69,927	61,627	69,927	64,506	104,506	134,506
212,546	222,701	225,803	222,701	212,675	212,675	212,675
341,807	382,492	269,622	229,576	207,420	188,587	172,579
209,803	201,135	202,808	201,135	101,448	101,448	101,448
927,505	979,604	865,962	823,079	1,849,210	1,986,653	2,127,026
1,096,020	879,301	1,048,535	1,032,574	2,547,852	2,698,675	2,766,043
341,807	382,492	269,622	229,576	207,420	188,587	172,579
1,437,827	1,261,793	1,318,157	1,262,150	2,755,272	2,887,262	2,938,622

Twin Star Energy, LLC
Projections

			Total DOCO			
2011	2012	2013	2014	2015	2016	2017
13,998,277	12,795,238	12,062,675	10,257,739	10,977,739	11,697,739	12,417,739
36,409,115	36,254,717	37,141,538	30,332,900	32,420,900	34,508,900	36,596,900
(35,804,285)	(35,659,623)	(36,580,696)	(29,788,066)	(31,811,266)	(33,834,466)	(35,857,666)
604,830	595,094	560,842	544,834	609,634	674,434	739,234
0	0	0	0	0	0	0
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
604,830	595,094	560,842	544,834	609,634	674,434	739,234
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
604,830	595,094	560,842	544,834	609,634	674,434	739,234
-	-	-	-	-	-	-
604,830	595,094	560,842	544,834	609,634	674,434	739,234

2

Location	Total COCO						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	47,727,107	47,633,861	46,940,100	47,095,009	47,879,046	47,325,614	47,371,919
*** Fuel Sales ***							
Fuel Sales	163,273,918	165,273,665	165,273,665	162,780,942	164,317,158	164,677,158	165,065,158
Cost of Sales	(151,939,796)	(155,200,432)	(154,623,767)	(151,879,840)	(151,879,840)	(151,879,840)	(151,879,840)
Gross Profit	11,334,122	10,073,233	10,649,898	10,901,102	12,237,317	12,797,318	12,797,318
	23.75	21.15	22.69	23.15	25.56	27.04	27.01
** Inside Sales							
Inside Sales	33,317,154	36,792,762	37,548,371	40,826,313	44,012,911	44,772,473	45,317,964
Cost of Sales	(23,833,824)	(26,242,190)	(26,204,577)	(27,839,553)	(29,703,971)	(30,129,291)	(30,440,315)
Gross Profit	9,483,330	10,550,572	11,343,794	12,986,760	14,499,730	15,568,668	15,756,485
	0	0	0	0	0	0	0
** Car Wash **							
Car Wash Sales	1,864,055	1,823,233	1,844,285	1,860,285	1,865,285	1,865,285	1,865,285
Car Wash Expense	(391,149)	(359,314)	(353,670)	(353,670)	(353,670)	(353,670)	(353,670)
Car Wash - Other	(61,189)	(65,326)	(55,979)	(55,979)	(55,979)	(55,979)	(55,979)
Gross Profit	1,197,238	1,205,957	1,434,636	1,450,636	1,455,636	1,455,636	1,455,636
Other Income	1,123,436	1,469,341	1,465,722	1,393,722	1,284,562	1,284,562	1,284,562
Total G. P.	23,138,126	23,299,103	24,894,050	26,732,221	27,396,819	28,559,223	28,760,881
Direct Losses	13,387	14,281	353	353	1,065	1,065	1,065
Personnel	4,745,654	4,932,930	5,064,916	5,948,917	6,114,628	6,088,884	6,180,841
Direct Expense	6,169,444	6,357,344	6,681,342	7,415,984	7,314,516	7,351,816	7,391,401
R&M Expense	967,391	1,031,266	980,524	968,856	958,946	958,946	958,946
Other Fixed Exp.	1,128,419	1,006,270	1,043,399	848,611	991,833	991,929	991,550
Interest Expense	2,778,980	2,816,066	1,842,825	1,392,851	1,316,143	1,184,528	1,048,124
Rent/Eq Lease	1,096,658	1,306,482	1,304,744	1,099,544	975,721	975,721	975,721
Total Expense	16,899,933	17,464,639	16,918,102	17,715,115	17,672,851	17,552,889	17,547,648
Net Profit/Loss	6,238,193	5,834,464	7,975,947	9,017,105	9,723,968	11,006,334	11,213,233
Interest Expense	2,778,980	2,816,066	1,842,825	1,392,851	1,316,143	1,184,528	1,048,124
EBITDA	9,017,173	8,650,530	9,818,772	10,409,956	11,040,110	12,190,862	12,261,357



Twin Star Energy LLC
Projections

Location	KGP COCO						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	42,941,407	42,941,407	42,204,305	42,259,214	42,968,251	42,414,819	42,461,124
*** Fuel Sales ***							
Fuel Sales	146,884,619	148,695,495	148,695,495	146,202,772	147,738,988	148,098,988	148,486,988
Cost of Sales	(136,631,494)	(139,612,285)	(139,088,503)	(136,363,113)	(137,686,588)	(137,933,123)	(138,285,681)
Gross Profit	10,253,125	9,083,210	9,606,992	9,839,659	10,052,400	10,165,865	10,201,307
	23.88	21.15	22.76	23.28	23.39	23.97	24.03
** Inside Sales							
Inside Sales	28,945,209	32,273,160	33,036,278	35,926,220	38,852,418	39,488,060	39,955,935
Cost of Sales	(20,684,042)	(22,973,753)	(23,050,805)	(24,531,568)	(26,221,910)	(26,592,725)	(26,850,194)
Gross Profit	9,327,142	9,327,142	9,327,142	11,855,653	12,821,298	13,820,821	13,984,577
	0.000000	-	-	0	0	0	0
** Car Wash **							
Car Wash Sales	1,763,841	1,718,406	1,734,285	1,750,285	1,755,285	1,755,285	1,755,285
Car Wash Expense	(357,180)	(338,043)	(331,170)	(331,170)	(331,170)	(331,170)	(331,170)
Car Wash - Other	(54,694)	(62,915)	(53,529)	(53,529)	(53,529)	(53,529)	(53,529)
Gross Profit	1,137,488	1,124,812	1,349,586	1,365,586	1,370,586	1,370,586	1,370,586
Other Income	999,779	1,307,142	1,302,365	1,230,365	1,121,205	1,121,205	1,121,205
Total G. P.	20,651,559	20,814,571	22,244,417	23,830,262	25,174,699	25,552,992	25,798,838
Direct Losses	14,558	14,779	1,503	1,503	2,215	2,215	2,215
Personnel	4,143,609	4,316,998	4,477,872	5,278,782	5,405,470	5,364,276	5,445,336
Direct Expense	5,612,484	5,774,921	6,086,054	6,742,621	6,633,590	6,662,949	6,694,196
R&M Expense	856,195	927,470	875,224	863,556	853,646	853,646	853,646
Other Fixed Exp.	1,004,276	890,185	933,099	778,311	881,533	881,629	881,250
Interest Expense	2,626,683	2,637,201	1,726,562	1,305,654	1,237,666	1,113,899	984,557
Rent/Eq Lease	1,009,834	1,220,860	1,219,122	1,013,922	890,099	890,099	890,099
Total Expense	15,267,639	15,782,414	15,481,084	15,525,264	15,766,219	15,768,712	15,751,300
Net Profit/Loss	5,383,920	5,032,157	6,763,333	8,304,998	9,408,479	9,784,279	10,047,538
Interest Expense	2,626,683	2,637,201	1,726,562	1,305,654	1,237,666	1,113,899	984,557
EBITDA	8,010,603	7,669,358	8,489,895	9,610,652	10,646,145	10,898,178	11,032,096

Twin Star Energy LLC
Projections

Location -	KGS COCO						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	4,785,700	4,692,454	4,735,795	4,835,795	4,910,795	4,910,795	4,910,795
*** Fuel Sales ***							
Fuel Sales	16,389,299	16,578,170	16,578,170	16,578,170	16,578,170	16,578,170	16,578,170
Cost of Sales	(15,308,302)	(15,588,147)	(15,535,264)	(15,516,726)	(14,884,033)	(14,884,033)	(14,884,033)
Gross Profit	1,080,997	990,023	1,042,906	1,061,444	1,102,634	1,102,634	1,102,634
	22.59	21.10	22.02	21.95	23.27	23.27	23.27
** Inside Sales							
Inside Sales	4,371,945	4,519,602	4,512,093	4,900,093	5,160,493	5,284,413	5,362,029
Cost of Sales	(3,149,782)	(3,268,437)	(3,153,772)	(3,307,985)	(3,482,061)	(3,536,566)	(3,590,121)
Gross Profit	1,222,163	1,251,165	1,358,320	1,592,108	1,678,432	1,747,847	1,771,908
	0	0	0	0	0	0	0
** Car Wash **							
Car Wash Sales	100,214	104,827	110,000	110,000	110,000	110,000	110,000
Car Wash Expense	(33,969)	(21,271)	(22,500)	(22,500)	(22,500)	(22,500)	(22,500)
Car Wash - Other	(6,495)	(2,411)	(2,450)	(2,450)	(2,450)	(2,450)	(2,450)
Gross Profit	59,750	81,145	85,050	85,050	85,050	85,050	85,050
Other Income	123,657	162,199	163,357	163,357	163,357	163,357	163,357
Total G. P.	2,486,567	2,484,532	2,649,633	2,901,959	3,026,116	3,095,531	3,119,592
Direct Losses	(1,171)	(498)	(1,150)	(1,150)	(1,150)	(1,150)	(1,150)
Personnel	602,045	615,932	587,044	670,135	709,159	724,609	735,505
Direct Expense	556,960	582,423	595,288	673,362	680,926	688,867	697,205
R&M Expense	111,196	103,796	105,300	105,300	105,300	105,300	105,300
Other Fixed Exp.	124,143	116,085	110,300	110,300	110,300	110,300	110,300
Interest Expense	152,297	178,865	116,262	87,197	78,477	70,629	63,566
Rent/Eq Lease	86,824	85,622	85,622	85,622	85,622	85,622	85,622
Total Expense	1,632,294	1,682,225	1,598,666	1,730,766	1,768,633	1,784,177	1,796,348
Net Profit/Loss	854,273	802,307	1,050,967	1,171,192	1,266,345	1,314,186	1,320,793
Interest Expense	152,297	178,865	116,262	87,197	78,477	70,629	63,566
EBITDA	1,006,570	981,172	1,167,230	1,258,389	1,357,195	1,403,219	1,408,045
	1,006,570						

Twin Star Energy LLC
Projections

Location	TOTAL							
	2011	2012	2013	2014	2015	2016	2017	
Gas Gallons Sold	4,785,700	4,692,454	4,735,795	4,835,795	4,910,795	4,910,795	4,910,795	
*** Fuel Sales ***								
Fuel Sales	16,389,299	16,578,170	16,578,170	16,578,170	16,578,170	16,578,170	16,578,170	
Cost of Sales	(15,308,302)	(15,588,147)	(15,535,264)	(15,516,726)	(15,516,726)	(15,516,726)	(15,516,726)	
Gross Profit	1,080,997	990,023	1,042,906	1,061,444	1,080,997	1,080,997	1,080,997	
	0.233	0.233	0.159	0.137	0.223	0.223	0.223	
** Inside Sales								
Inside Sales	4,371,945	4,519,602	4,512,093	4,900,093	5,160,493	5,284,413	5,362,029	
Cost of Sales	(3,149,782)	(3,268,437)	(3,153,772)	(3,307,985)	(3,482,061)	(3,536,566)	(3,590,121)	
Gross Profit	1,222,163	1,251,165	1,358,320	1,592,108	1,678,432	1,747,847	1,771,908	(24,061)
	0.310	0.310	0.210	0.300	0.300	0.300	0.300	
** Car Wash **								
Car Wash Sales	100,214	104,827	110,000	110,000	110,000	110,000	110,000	
Car Wash Expense	(33,969)	(21,271)	(22,500)	(22,500)	(22,500)	(22,500)	(22,500)	
Car Wash - Other	(6,495)	(2,411)	(2,450)	(2,450)	(2,450)	(2,450)	(2,450)	
Gross Profit	59,750	81,145	85,050	85,050	85,050	85,050	85,050	
Other Income	123,657	162,199	163,357	163,357	163,357	163,357	163,357	
Total G. P.	2,486,567	2,484,532	2,649,633	2,901,959	2,486,567	2,486,567	2,486,567	
	=====	=====	=====	=====	=====	=====	=====	
Direct Losses	(1,171)	(498)	(1,150)	(1,150)	(1,150)	(1,150)	(1,150)	
Personnel	602,045	615,932	587,044	670,135	709,159	724,609	735,505	
Direct Expense	556,960	582,423	595,288	673,362	680,926	688,867	697,205	
R&M Expense	111,196	103,796	105,300	105,300	105,300	105,300	105,300	
Other Fixed Exp.	124,143	116,085	110,300	110,300	110,300	110,300	110,300	
Interest Expense	152,297	178,865	116,262	87,197	78,477	70,629	63,566	
Rent/Eq Lease	86,824	85,622	85,622	85,622	85,622	85,622	85,622	
Total Expense	1,632,294	1,682,225	1,598,666	1,730,766	1,768,633	1,784,177	1,796,348	
Net Profit/Loss	854,273	802,307	1,050,967	1,208,897	1,266,345	1,314,186	1,320,793	
Interest Expense	152,297	178,865	116,262	87,197	78,477	70,629	63,566	
EBITDA	1,006,570	981,172	1,167,230	1,296,094	1,344,822	1,384,815	1,408,420	
	=====	=====	=====	=====	=====	=====	=====	

Twin Star Energy LLC
Projections

Location	2						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	1,181,790	1,193,333	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
*** Fuel Sales ***							
Fuel Sales	4,057,424	4,230,705	4,230,705	4,230,705	4,230,705	4,230,705	4,230,705
Cost of Sales	(3,760,447)	(3,948,836)	(3,929,505)	(3,929,505)	(3,929,505)	(3,929,505)	(3,929,505)
Gross Profit	296,977	281,869	301,200	301,200	301,200	301,200	301,200
	0.251	0.236	0.251	0.251	0.251	0.251	0.251
** Inside Sales							
Inside Sales	1,187,827	1,208,197	1,250,000	1,350,000	1,450,000	1,500,000	1,500,000
Cost of Sales	(838,263)	(860,489)	(850,000)	(904,500)	(971,500)	(975,000)	(975,000)
Gross Profit	349,564	347,708	400,000	445,500	478,500	525,000	525,000
	0.294	0.288	0.320	0.33	0.33	0.35	0.35
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-					
Other Income	55,268	85,778	85,000	85,000	85,000	85,000	85,000
Total G. P.	701,809	715,355	786,200	831,700	864,700	911,200	911,200
Direct Losses	(3,034)	(1,051)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
Personnel	145,433	147,569	154,947	185,000	195,000	200,000	200,000
Direct Expense	102,461	110,815	144,060	151,262	158,826	166,767	175,105
R&M Expense	16,116	29,494	25,000	25,000	25,000	25,000	25,000
Other Fixed Exp.	15,826	18,083	18,000	18,000	18,000	18,000	18,000
Interest Expense	18,508	21,736	14,128	10,596	9,537	8,583	7,725
Rent/Eq Lease	2,468	2,511	2,511	2,511	2,511	2,511	2,511
Total Expense	297,778	329,157	357,646	391,370	407,873	419,861	427,341
Net Profit/Loss	404,031	386,198	428,554	440,330	453,583	487,397	479,309
Interest Expense	18,508	21,736	17,389	13,042	12,781	12,525	12,275
EBITDA	422,539	407,934	445,942	453,372	466,363	499,922	491,584

Twin Star Energy LLC
Projections

Location	15						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	618,026	609,334	650,000	700,000	725,000	725,000	725,000
*** Fuel Sales ***							
Fuel Sales	2,114,160	2,152,946	2,152,946	2,152,946	2,152,946	2,152,946	2,152,946
Cost of Sales	(1,964,174)	(2,016,987)	(1,996,946)	(1,984,946)	(1,978,946)	(1,978,946)	(1,978,946)
Gross Profit	149,986	135,959	156,000	168,000	174,000	174,000	174,000
	0.243	0.223	0.24	0.24	0.24	0.24	0.24
** Inside Sales							
Inside Sales	1,206,854	1,233,541	1,280,000	1,408,000	1,478,400	1,552,320	1,629,936
Cost of Sales	(896,155)	(919,404)	(928,000)	(971,520)	(1,020,096)	(1,071,101)	(1,124,656)
Gross Profit	310,699	314,137	352,000	436,480	458,304	481,219	505,280
	0.257	0.255	0.275	0.31	0.31	0.31	0.31
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-					
Other Income	31,511	36,997	37,000	37,000	37,000	37,000	37,000
Total G. P.	492,196	487,093	545,000	641,480	669,304	692,219	716,280
Direct Losses	(145)	(174)	(150)	(150)	(150)	(150)	(150)
Personnel	149,935	154,404	162,124	190,800	197,840	205,232	212,994
Direct Expense	83,352	85,728	105,728	135,600	135,600	135,600	135,600
R&M Expense	22,155	18,863	20,000	20,000	20,000	20,000	20,000
Other Fixed Exp.	17,439	7,129	7,500	7,500	7,500	7,500	7,500
Interest Expense	22,123	25,983	16,889	12,667	11,400	10,260	9,234
Rent/Eq Lease	2,464	2,486	2,486	2,486	2,486	2,486	2,486
Total Expense	297,323	294,419	314,577	368,903	374,676	380,928	387,664
Net Profit/Loss	194,873	192,674	230,423	272,577	294,628	311,291	328,617
Interest Expense	22,123	25,983	20,786	15,590	15,278	14,972	14,673
EBITDA	216,996	218,657	251,209	288,167	309,906	326,264	343,290

Twin Star Energy LLC
Projections

Location	16						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	1,393,945	1,403,992	1,400,000	1,450,000	1,500,000	1,500,000	1,500,000
*** Fuel Sales ***							
Fuel Sales	4,763,860	4,945,601	4,945,601	4,945,601	4,945,601	4,945,601	4,945,601
Cost of Sales	(4,451,994)	(4,659,956)	(4,659,956)	(4,659,956)	(4,611,101)	(4,611,101)	(4,611,101)
Gross Profit	311,866	285,645	312,200	323,350	334,500	334,500	334,500
	0.224	0.203	0.223	0.223	0.223	0.223	0.223
** Inside Sales							
Inside Sales	1,085,315	1,187,424	1,190,000	1,350,000	1,440,000	1,440,000	1,440,000
Cost of Sales	(780,474)	(850,869)	(821,100)	(877,500)	(936,000)	(936,000)	(936,000)
Gross Profit	304,841	336,555	368,900	472,500	504,000	504,000	504,000
	0.281	0.283	0.31	0.35	0.35	0.35	0.35
** Car Wash **							
Car Wash Sales	47,205	49,659	50,000	50,000	50,000	50,000	50,000
Car Wash Expense	(10,965)	(9,037)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Car Wash - Other	(1,478)	(1,169)	(1,200)	(1,200)	(1,200)	(1,200)	(1,200)
Gross Profit	34,762	39,453	38,800	38,800	38,800	38,800	38,800
Other Income	18,010	20,798	22,000	22,000	22,000	22,000	22,000
Total G. P.	669,479	682,451	741,900	856,650	899,300	899,300	899,300
Direct Losses		14	-	-	-	-	-
Personnel	136,665	146,236	153,548	175,000	194,000	194,000	194,000
Direct Expense	142,320	156,738	160,000	201,000	201,000	201,000	201,000
R&M Expense	20,883	15,668	18,000	18,000	18,000	18,000	18,000
Other Fixed Exp.	22,520	22,374	22,500	22,500	22,500	22,500	22,500
Interest Expense	42,310	49,691	32,299	24,224	21,802	19,622	17,660
Rent/Eq Lease	2,468	2,511	2,511	2,511	2,511	2,511	2,511
Total Expense	367,166	393,232	388,858	443,235	459,813	457,633	455,671
Net Profit/Loss	302,313	289,219	353,042	413,415	439,487	441,667	443,629
Interest Expense	42,310	49,691	39,753	29,815	29,218	28,634	28,061
EBITDA	344,623	338,910	392,795	443,229	468,705	470,301	471,691

Twin Star Energy LLC
Projections

Location -	19						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	211,906	172,189	172,189	172,189	172,189	172,189	172,189
*** Fuel Sales ***							
Fuel Sales	710,045	591,503	591,503	591,503	591,503	591,503	591,503
Cost of Sales	(682,678)	(578,336)	(578,336)	(578,336)	(578,336)	(578,336)	(578,336)
Gross Profit	27,367	13,167	13,167	13,167	13,167	13,167	13,167
	0.129	0.076	0.076	0.076	0.076	0.076	0.076
** Inside Sales							
Inside Sales	142,253	126,821					
Cost of Sales	(101,123)	(90,162)					
Gross Profit	41,130	36,659	-	-	-	-	-
	0.289	0.289		0.35	0.35	0.35	0.35
** Car Wash **							
Car Wash Sales	-	-					
Car Wash Expense	-	-					
Car Wash - Other	-	-					
Gross Profit	-	-	-	-	-	-	-
Other Income	4,314	3,357	3,357	3,357	3,357	3,357	3,357
Total G. P.	72,811	53,183	16,524	16,524	16,524	16,524	16,524
Direct Losses	429	106	-	-	-	-	-
Personnel	59,380	54,138	-	-	-	-	-
Direct Expense	45,265	51,193	5,500	5,500	5,500	5,500	5,500
R&M Expense	11,468	7,300	7,300	7,300	7,300	7,300	7,300
Other Fixed Exp.	13,429	13,535	7,300	7,300	7,300	7,300	7,300
Interest Expense	20,741	24,359	15,833	11,875	10,688	9,619	8,657
Rent/Eq Lease	2,481	1,135	1,135	1,135	1,135	1,135	1,135
Total Expense	153,193	151,766	37,068	33,110	31,923	30,854	29,892
Net Profit/Loss	(80,382)	(98,583)	(20,544)	(16,586)	(15,399)	(14,330)	(13,368)
Interest Expense	20,741	24,359	15,833	11,875	10,688	9,619	8,657
EBITDA	(59,641)	(74,224)	(4,711)	(4,711)	(4,711)	(4,711)	(4,711)

Twin Star Energy LLC
Projections

Location	2010							
	2010	2011	2012	2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold	1,482,293	1,380,033	1,313,606	1,313,606	1,313,606	1,313,606	1,313,606	1,313,606
*** Fuel Sales ***								
Fuel Sales	4,020,376	4,743,810	4,657,415	4,657,415	4,657,415	4,657,415	4,657,415	4,657,415
Cost of Sales	(3,718,774)	(4,449,009)	(4,384,032)	(4,370,521)	(4,363,983)	(4,364,481)	(4,364,481)	(4,364,481)
Gross Profit	301,602	294,801	273,383	286,894	293,432	292,934	292,934	292,934
	0.203	0.214	0.208	0.218	0.223	0.223	0.223	0.223
** Inside Sales								
Inside Sales	749,807	749,696	763,619	792,093	792,093	792,093	792,093	792,093
Cost of Sales	(526,222)	(533,767)	(547,513)	(554,672)	(554,465)	(554,465)	(554,465)	(554,465)
Gross Profit	223,585	215,929	216,106	237,420	237,628	237,628	237,628	237,628
	0.298	0.288	0.283	0.300	0.300	0.300	0.300	0.300
** Car Wash **								
Car Wash Sales	60,571	53,009	55,168	60,000	60,000	60,000	60,000	60,000
Car Wash Expense	(29,577)	(23,004)	(12,234)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)
Car Wash - Other	(400)	(5,017)	(1,242)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Gross Profit	30,594	24,988	41,692	46,250	46,250	46,250	46,250	46,250
Other Income	21,398	14,554	15,269	16,000	16,000	16,000	16,000	16,000
Total G. P.	577,179	550,272	546,450	586,564	593,310	592,812	592,812	592,812
Direct Losses	1,134	1,579	607					
Personnel	115,210	110,632	113,585	116,425	119,335	122,319	125,377	128,511
Direct Expense	167,846	183,562	177,949	180,000	180,000	180,000	180,000	180,000
R&M Expense	30,850	40,574	32,471	35,000	35,000	35,000	35,000	35,000
Other Fixed Exp.	55,862	54,929	54,964	55,000	55,000	55,000	55,000	55,000
Interest Expense	72,245	48,615	57,096	37,112	27,834	25,051	22,546	20,291
Rent/Eq Lease	76,951	76,943	76,979	76,979	76,979	76,979	76,979	76,979
Total Expense	520,098	516,834	513,651	500,516	494,149	494,348	494,901	495,781
Net Profit/Loss	57,081	33,438	32,799	86,048	99,161	98,464	97,911	97,031
Interest Expense	72,245	48,615	57,096	45,677	34,258	33,572	32,901	32,243
EBITDA	129,326	82,053	89,895	131,725	133,419	132,036	130,812	129,274

Twin Star Energy LLC
Projections

Location -

	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	42,941,407	42,203,740	42,204,305	42,259,214	42,968,251	42,414,819	42,461,124
** Fuel Sales **							
Fuel Sales	146,884,619	148,695,495	148,695,495	146,202,772	147,738,988	148,098,988	148,486,988
Cost of Sales	(136,631,494)	(139,612,285)	(139,088,503)	(136,363,113)	(137,686,588)	(137,933,123)	(138,285,681)
Gross Profit	10,253,125	9,083,210	9,606,992	9,839,659	10,052,400	10,165,865	10,201,307
	23.88	21.52	22.76	23.28	23.39	23.97	24.03
** Inside Sales **							
Inside Sales	28,945,209	32,273,160	33,036,278	35,926,220	38,852,418	39,488,060	39,955,935
Cost of Sales	(20,684,042)	(22,973,753)	(23,050,805)	(24,531,568)	(26,221,910)	(26,592,725)	(26,850,194)
Gross Profit	8,261,167	9,299,407	9,985,473	11,394,652	12,630,508	12,895,335	13,105,740
** Car Wash **							
Car Wash Sales	1,763,841	1,718,406	1,734,285	1,750,285	1,755,285	1,755,285	1,755,285
Car Wash Expense	(357,180)	(338,043)	(331,170)	(331,170)	(331,170)	(331,170)	(331,170)
Car Wash - Other	(54,694)	(62,915)	(53,529)	(53,529)	(53,529)	(53,529)	(53,529)
Gross Profit	1,137,488	1,124,812	1,349,586	1,365,586	1,370,586	1,370,586	1,370,586
Other Income	999,779	1,307,142	1,302,365	1,230,365	1,121,205	1,121,205	1,121,205
Total Gross Profit	20,651,559	20,814,571	22,244,417	23,830,262	25,174,699	25,552,992	25,798,838
Direct Losses	14,558	14,779	1,503	1,503	2,215	2,215	2,215
Personnel	4,143,609	4,316,998	4,639,519	4,988,741	5,267,471	5,364,276	5,445,336
Direct Expense	5,612,484	5,774,921	6,086,054	6,433,536	6,633,590	6,662,949	6,694,196
R&M Expense	856,195	927,470	875,224	863,556	853,646	853,646	853,646
Other Fixed Exp.	1,004,276	890,185	933,099	918,352	881,533	881,629	881,250
Interest Expense	2,626,683	2,637,201	1,726,562	1,305,654	1,237,666	1,113,899	984,557
Rent/Eq Lease	1,009,834	1,220,860	1,219,122	1,013,922	890,099	890,099	890,099
Total Expense	15,267,639	15,782,414	15,481,084	15,525,264	15,766,219	15,768,712	15,751,300
Net Profit/Loss	5,383,920	5,032,157	6,763,333	8,304,998	9,408,479	9,784,279	10,047,538
Depr/ Amort/Impair	0	0	0	0	0	0	0
Interest Expense	2,626,683	2,637,201	1,726,562	1,305,654	1,237,666	1,113,899	984,557
EBITDA	7,582,576	7,255,802	8,009,940	9,610,652	10,646,145	10,898,178	11,032,096

Twin Star Energy LLC
Projections

Location -

	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	42,941,407	42,203,740	42,204,305	42,259,214	42,968,251	42,414,819	42,461,124
** Fuel Sales **							
Fuel Sales	146,884,619	148,695,495	148,695,495	146,202,772	147,738,988	148,098,988	148,486,988
Cost of Sales	(136,631,494)	(139,612,285)	(139,088,503)	(136,363,113)	(137,686,588)	(137,933,123)	(138,285,681)
Gross Profit	10,253,125	9,083,210	9,606,992	9,839,659	10,052,400	10,165,865	10,201,307
	23.88	21.52	22.76	23.28	23.39	23.97	24.03
** Inside Sales **							
Inside Sales	28,945,209	32,273,160	33,036,278	35,926,220	38,852,418	39,488,060	39,955,935
Cost of Sales	(20,684,042)	(22,973,753)	(23,050,805)	(24,531,568)	(26,221,910)	(26,592,725)	(26,850,194)
Gross Profit	8,261,167	9,299,407	9,985,473	11,394,652	12,630,508	12,895,335	13,105,740
** Car Wash **							
Car Wash Sales	1,763,841	1,718,406	1,734,285	1,750,285	1,755,285	1,755,285	1,755,285
Car Wash Expense	(357,180)	(338,043)	(331,170)	(331,170)	(331,170)	(331,170)	(331,170)
Car Wash - Other	(54,694)	(62,915)	(53,529)	(53,529)	(53,529)	(53,529)	(53,529)
Gross Profit	1,137,488	1,124,812	1,349,586	1,365,586	1,370,586	1,370,586	1,370,586
Other Income	999,779	1,307,142	1,302,365	1,230,365	1,121,205	1,121,205	1,121,205
Total Gross Profit	20,651,559	20,814,571	22,244,417	23,830,262	25,174,699	25,552,992	25,798,838
Direct Losses	14,558	14,779	1,503	1,503	2,215	2,215	2,215
Personnel	4,143,609	4,316,998	4,639,519	4,988,741	5,267,471	5,364,276	5,445,336
Direct Expense	5,612,484	5,774,921	6,086,054	6,433,536	6,633,590	6,662,949	6,694,196
R&M Expense	856,195	927,470	875,224	863,556	853,646	853,646	853,646
Other Fixed Exp.	1,004,276	890,185	933,099	918,352	881,533	881,629	881,250
Interest Expense	2,626,683	2,637,201	1,726,562	1,305,654	1,237,666	1,113,899	984,557
Rent/Eq Lease	1,009,834	1,220,860	1,219,122	1,013,922	890,099	890,099	890,099
Total Expense	15,267,639	15,782,414	15,481,084	15,525,264	15,766,219	15,768,712	15,751,300
Net Profit/Loss	5,383,920	5,032,157	6,763,333	8,304,998	9,408,479	9,784,279	10,047,538
Depr/ Amort/Impair	0	0	0	0	0	0	0
Interest Expense	2,626,683	2,637,201	1,726,562	1,305,654	1,237,666	1,113,899	984,557
EBITDA	7,582,576	7,255,802	8,009,940	9,610,652	10,646,145	10,898,178	11,032,096

Twin Star Energy LLC
Projections

Location	228						
	2011 Prior Year	2012 Actual	2013	2014	2015	2016	2017
Gas Gallons Sold	800,756	861,348	861,348	861,348	861,348	861,348	861,348
** Fuel Sales **							
Fuel Sales	2,737,812	2,974,093	2,974,093	2,974,093	2,974,093	2,974,093	2,974,093
Cost of Sales	-2,563,068	-2,798,281	-2,798,281	-2,798,281	-2,798,281	-2,798,281	-2,798,281
Gross Profit	174,744	175,812	175,812	175,812	175,812	175,812	175,812
	0.218	0.204	0.204	0.204	0.204	0.204	0.204
** Inside Sales **							
Inside Sales	453,600	503,523	503,523	503,523	503,523	503,523	503,523
Cost of Sales	-351,158	-392,420	-392,420	-392,420	-392,420	-392,420	-392,420
Gross Profit	102,442	111,103	111,103	111,103	111,103	111,103	111,103
	0.226	0.221	0.221	0.221	0.221	0.221	0.221
** Car Wash **							
Car Wash Sales	11453	8065	8065	8065	8065	8065	8065
Car Wash Expense	-1893	-3101	-3101	-3101	-3101	-3101	-3101
Car Wash - Other	-2357	-10031	-10031	-10031	-10031	-10031	-10031
Gross Profit	7,203	-5,067	-5,067	-5,067	-5,067	-5,067	-5,067
Other Income	3,442	24,117	24,117	24,117	24,117	24,117	24,117
Total Gross Profit	287,831	305,965	305,965	305,965	305,965	305,965	305,965
Direct Losses	-40	52	52	52	52	52	52
Personnel	0	0	0	0	0	0	0
Direct Expense	155,944	162,257	162,257	162,257	162,257	162,257	162,257
R&M Expense	18,598	14,331	14,331	14,331	14,331	14,331	14,331
Other Fixed Exp.	6,238	9,333	9,426	9,521	9,616	9,712	9,333
Interest Expense	38,859	43,470	28,256	21,192	19,072	17,165	15,449
Rent/Eq Lease	88,348	75,486	75,486	75,486	75,486	75,486	75,486
Total Expense	307,947	304,929	289,808	282,838	280,814	279,003	276,908
Net Profit/Loss	-20,116	1,036	16,157	23,127	25,151	26,962	29,057
Depr/ Amort/Impair							
Interest Expense	38,859	43,470	28,256	21,192	19,072	17,165	15,449
EBITDA	18,743	44,506	44,413	44,318	44,223	44,127	44,506

Twin Star Energy LLC
Projections

Location -

	2010 <u>Actual</u>	2011 <u>Prior Year</u>	2012 <u>Actual</u>	2013	2014	2015	2016	2017
Gas Gallons Sold	2,314,224	2,258,562	2,166,209	2,150,000	2,150,000	2,150,000	2,150,000	2,150,000
** Fuel Sales **								
Fuel Sales	6,315,974	7,807,330	7,696,547	7,696,547	7,696,547	7,696,547	7,696,547	7,696,547
Cost of Sales	-5,740,533	-7,193,487	-7,162,152	(7,125,267)	(7,124,647)	(7,124,647)	(7,124,647)	(7,124,647)
Gross Profit	575,441	613,843	534,395	571,280	571,900	571,900	571,900	571,900
	0.249	0.272	0.247	0.266	0.266	0.266	0.266	0.266
** Inside Sales **								
Inside Sales	1,154,982	1,161,243	1,163,454	1,217,888	1,217,888	1,217,888	1,217,888	1,217,888
Cost of Sales	-776,283	-808,399	-814,564	(827,511)	(826,946)	(826,946)	(826,946)	(826,946)
Gross Profit	378,699	352,844	348,890	390,377	390,942	390,942	390,942	390,942
	0.328	0.304	0.300	0.321	0.321	0.321	0.321	0.321
** Car Wash **								
Car Wash Sales								
Car Wash Expense								
Car Wash - Other								
Gross Profit	0	0	0	0	0	0	0	0
Other Income	112,246	96,403	109,900	110,000	110,000	110,000	110,000	110,000
Total Gross Profit	1,066,386	1,063,090	993,185	1,071,657	1,072,842	1,072,842	1,072,842	1,072,842
Direct Losses	155	-439	182					
Personnel	149,230	146,529	148,156	151,860	155,656	159,548	163,537	167,625
Direct Expense	209,005	226,221	217,204	225,000	225,000	225,000	225,000	225,000
R&M Expense	22,612	28,366	23,282	30,000	30,000	30,000	30,000	30,000
Other Fixed Exp.	29,200	18,226	26,000	26,000	26,000	26,000	26,000	26,000
Interest Expense	101,377	78,133	78,194	50,826	45,743	41,169	37,052	18,526
Rent/Eq Lease	2,443	2,468	2,683	2,683	2,683	2,683	2,683	2,683
Total Expense	514,022	499,504	495,701	486,369	485,083	484,400	484,272	469,834
Net Profit/Loss	552,364	563,586	497,484	585,288	587,759	588,442	588,570	603,008
Depr/ Amort/Impair								
Interest Expense	101,377	78,133	78,194	62,555	46,916	45,978	45,059	44,157
EBITDA	653,741	641,719	575,678	647,843	634,676	634,420	633,629	647,165

Twin Star Energy LLC
Projections

Location	508								
	2010	2011	2012		2013	2014	2015	2016	2017
	Actual	Prior Year	Actual						
Gas Gallons Sold		861,433	745,091		745,091				
** Fuel Sales **									
Fuel Sales		2,209,297	2,492,723		2,492,723				
Cost of Sales		-2,159,892	-2,433,295		-2,433,295				
Gross Profit	0	49,405	59,428		59,428	0	0	0	0
** Inside Sales **									
Inside Sales									
Cost of Sales									
Gross Profit	0	0	0		0				
** Car Wash **									
Car Wash Sales									
Car Wash Expense									
Car Wash - Other									
Gross Profit	0	0	0		0				
Other Income		72,717	72,000		72,000				
Total Gross Profit	0	122,122	131,428		131,428				
Direct Losses									
Personnel									
Direct Expense		438	618		618				
R&M Expense		7,736	11,668		11,668				
Other Fixed Exp.		14,375	14,842		14,842				
Interest Expense		16,644	18,619		18,619				
Rent/Eq Lease		140,418	205,200		205,200				
Total Expense	0	179,611	250,947		250,947				
Net Profit/Loss	0	-57,489	-119,519		-119,519				
Depr/ Amort/Impair									
Interest Expense	0	16,644	18,619		18,619				
EBITDA	0	-40,845	-100,900		-100,900				

0

Twin Star Energy LLC
Projections

Location	510							
	2010	2011	2012	2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold	1,774,238	1,715,497	1,660,693	1,750,000	1,900,000	1,900,000	2,200,000	2,200,000
** Fuel Sales **								
Fuel Sales	4,842,886	5,907,651	5,902,700	5,902,700	5,902,700	5,902,700	5,902,700	5,902,700
Cost of Sales	-4,424,054	-5,468,322	-5,507,612	(5,459,330)	(5,422,000)	(5,422,000)	(5,346,100)	(5,346,100)
Gross Profit	418,832	439,329	395,088	443,370	480,700	480,700	556,600	556,600
	0.236	0.256	0.238	0.253	0.253	0.253	0.253	0.253
** Inside Sales **								
Inside Sales	772,914	828,023	900,628	1,200,000	1,800,000	2,000,000	2,000,000	2,000,000
Cost of Sales	-538,334	-586,564	-641,357	(816,000)	(1,170,000)	(1,300,000)	(1,300,000)	(1,300,000)
Gross Profit	234,580	241,459	259,271	384,000	630,000	700,000	700,000	700,000
	0.304	0.292	0.288	0.32	0.35	0.35	0.35	0.35
** Car Wash **								
Car Wash Sales	157,878	127,249	125,707	130,000	130,000	130,000	130,000	130,000
Car Wash Expense	-35,883	-25,361	-23,964	-25,000	-25,000	-25,000	-25,000	-25,000
Car Wash - Other	-2,208	-2,171	-4,865	-3,000	-3,000	-3,000	-3,000	-3,000
Gross Profit	119,787	99,717	96,878	102,000	102,000	102,000	102,000	102,000
Other Income	80,325	47,587	50,140	60,000	60,000	60,000	60,000	60,000
Total Gross Profit	853,524	828,092	801,377	989,370	1,272,700	1,342,700	1,418,600	1,418,600
Direct Losses	396	18	-143					
Personnel	146,152	146,700	142,667	190,000	230,000	250,000	250,000	250,000
Direct Expense	179,462	210,322	201,947	300,000	400,000	400,000	400,000	400,000
R&M Expense	28,968	31,004	25,210	30,000	30,000	30,000	30,000	30,000
Other Fixed Exp.	42,384	31,217	29,139	29,139	29,139	29,139	29,139	29,139
Interest Expense	144,980	112,741	119,050	77,383	58,037	52,233	47,010	42,309
Rent/Eq Lease	2,443	3,758	2,489	2,489	2,489	2,489	2,489	2,489
Total Expense	544,785	535,760	520,359	629,011	749,665	763,861	758,638	753,937
Net Profit/Loss	308,739	292,332	281,018	360,359	523,035	578,839	659,962	664,663
Depr/ Amort/Impair								
Interest Expense	144,980	112,741	119,050	95,240	71,430	70,001	68,601	67,229
EBITDA	453,719	405,073	400,068	455,599	594,465	648,840	728,564	731,892

Twin Star Energy LLC
Projections

Location	511							
	2010	2011	2012	2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold			580,495	580,495	580,495			
** Fuel Sales **								
Fuel Sales			1,722,836	1,722,836	1,722,836			
Cost of Sales			-1,681,892	-1,676,154	-1,676,154			
Gross Profit	0	0	40,944	46,682	46,682	0	0	0
** Inside Sales **								
Inside Sales								
Cost of Sales								
Gross Profit	0	0	0	0	0	0	0	0
** Car Wash **								
Car Wash Sales								
Car Wash Expense								
Car Wash - Other								
Gross Profit	0	0	0	0	0	0	0	0
Other Income			80,618	80,618	80,618			
Total Gross Profit	0	0	121,562	127,300	127,300	0	0	0
Direct Losses								
Personnel								
Direct Expense			314	314	314			
R&M Expense			2,410	2,410	2,410			
Other Fixed Exp.			30,043	30,043	30,043			
Interest Expense			16,757	16,757	16,757			
Rent/Eq Lease			119,751	119,751	119,751			
Total Expense	0	0	169,275	169,275	169,275	0	0	0
Net Profit/Loss	0	0	-47,713	-41,975	-41,975	0	0	0
Depr/ Amort/Impair								
Interest Expense	0		16,757	16,757	16,757	0		0
EBITDA	0	0	-30,956	-25,218	-25,218	0	0	0

0

Twin Star Energy LLC
Projections

Location -	512							
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	1,599,959	1,465,837	1,451,464	1,500,000	1,550,000	1,600,000	1,600,000	1,600,000
** Fuel Sales **								
Fuel Sales	4,346,032	5,085,466	5,190,040	5,190,040	5,190,040	5,190,040	5,190,040	5,190,040
Cost of Sales	-4,049,498	-4,772,595	-4,893,930	(4,873,646)	(4,862,990)	(4,852,440)	(4,852,440)	(4,852,440)
Gross Profit	296,534	312,871	296,110	316,394	327,050	337,600	337,600	337,600
	0.185	0.213	0.204	0.211	0.211	0.211	0.211	0.211
** Inside Sales **								
Inside Sales	663,341	676,538	753,498	825,000	1,000,000	1,000,000	1,200,000	1,200,000
Cost of Sales	-454,567	-470,372	-528,031	(561,000)	(650,000)	(650,000)	(780,000)	(780,000)
Gross Profit	208,774	206,166	225,467	264,000	350,000	350,000	420,000	420,000
	0.315	0.305	0.299	0.32	0.35	0.35	0.35	0.35
** Car Wash **								
Car Wash Sales	50,527	47,327	47,352	50,000	50,000	50,000	50,000	50,000
Car Wash Expense	-10,618	-8,463	-9,111	-9,000	-9,000	-9,000	-9,000	-9,000
Car Wash - Other	-665	-577	-995	-700	-700	-700	-700	-700
Gross Profit	39,244	38,287	37,246	40,300	40,300	40,300	40,300	40,300
Other Income	24,384	19,751	21,743	22,000	22,000	22,000	22,000	22,000
Total Gross Profit	568,936	577,075	580,566	642,694	739,350	749,900	819,900	819,900
Direct Losses	573	814	1051					
Personnel	130,526	133,005	134,010	150,000	150,000	150,000	170,000	170,000
Direct Expense	156,166	170,284	175,941	175,000	175,000	175,000	175,000	175,000
R&M Expense	30,962	17,007	22,076	25,000	25,000	25,000	25,000	25,000
Other Fixed Exp.	46,088	35,804	35,713	35,000	35,000	35,000	35,000	35,000
Interest Expense	120,144	94,119	99,979	64,986	48,740	43,866	39,479	35,531
Rent/Eq Lease	2,438	2,464	2,485	2,485	2,485	2,485	2,485	2,485
Total Expense	486,897	453,497	471,255	452,471	436,225	431,351	446,964	443,016
Net Profit/Loss	82,039	123,578	109,311	190,223	303,125	318,549	372,936	376,884
Depr/ Amort/Impair								
Interest Expense	120,144	94,119	99,979	79,983	59,987	58,788	57,612	56,460
EBITDA	202,183	217,697	209,290	270,206	363,113	377,337	430,548	493,343

TwIn Star Energy LLC
Projections

Location	2011		2012		2013		2014		2015		2016		2017	
	Actual	Actual												
Gas Gallons Sold	978,021	918,501	918,501	918,501	918,501	918,501	918,501	918,501	918,501	918,501	918,501	918,501	918,501	
** Fuel Sales **														
Fuel Sales	3,334,760	3,231,612	3,231,612	3,231,612	3,231,612	3,231,612	3,231,612	3,231,612	3,231,612	3,231,612	3,231,612	3,231,612	3,231,612	
Cost of Sales	-3,110,358	-3,036,379	(3,036,379)	(3,036,379)	(3,036,379)	(3,036,379)	(3,036,379)	(3,036,379)	(3,036,379)	(3,036,379)	(3,036,379)	(3,036,379)	(3,036,379)	
Gross Profit	224,402	195,233	195,233	195,233	195,233	195,233	195,233	195,233	195,233	195,233	195,233	195,233	195,233	
	0.229	0.213	0.213	0.213	0.213	0.213	0.213	0.213	0.213	0.213	0.213	0.213	0.213	
** Inside Sales **														
Inside Sales	818,075	910,588	910,588	910,588	910,588	910,588	910,588	910,588	910,588	910,588	910,588	910,588	910,588	
Cost of Sales	-598,779	-673,898	(673,898)	(673,898)	(673,898)	(673,898)	(673,898)	(673,898)	(673,898)	(673,898)	(673,898)	(673,898)	(673,898)	
Gross Profit	219,296	236,690	236,690	236,690	236,690	236,690	236,690	236,690	236,690	236,690	236,690	236,690	236,690	
	0.268	0.260	0.260	0.274	0.274	0.274	0.274	0.274	0.274	0.274	0.274	0.274	0.274	
** Car Wash **														
Car Wash Sales	114,531	112,738	112,738	112,738	112,738	112,738	112,738	112,738	112,738	112,738	112,738	112,738	112,738	
Car Wash Expense	-16,012	-20,193	-20,193	-20,193	-20,193	-20,193	-20,193	-20,193	-20,193	-20,193	-20,193	-20,193	-20,193	
Car Wash - Other	-4,626	-5,184	-5,184	-5,184	-5,184	-5,184	-5,184	-5,184	-5,184	-5,184	-5,184	-5,184	-5,184	
Gross Profit	93,893	87,361	87,361	87,361	87,361	87,361	87,361	87,361	87,361	87,361	87,361	87,361	87,361	
Other Income	13,084	15,489	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	
Total Gross Profit	550,675	534,773	535,284	535,284	535,284	535,284	535,284	535,284	535,284	535,284	535,284	535,284	535,284	
Direct Losses	(24)	477												
Personnel	137,298	134,679	134,679	134,679	134,679	134,679	134,679	134,679	134,679	134,679	134,679	134,679	134,679	
Direct Expense	171,159	157,957	157,957	157,957	157,957	157,957	157,957	157,957	157,957	157,957	157,957	157,957	157,957	
R&M Expense	22,553	23,115	23,115	23,115	23,115	23,115	23,115	23,115	23,115	23,115	23,115	23,115	23,115	
Other Fixed Exp.	38,025	39,277	39,277	39,277	39,277	39,277	39,277	39,277	39,277	39,277	39,277	39,277	39,277	
Interest Expense	95,753	100,687	65,447	49,085	44,176	39,759	35,783							
Rent/Eq Lease	2,442	2,483	2,483	2,483	2,483	2,483	2,483	2,483	2,483	2,483	2,483	2,483	2,483	
Total Expense	467,206	458,675	422,958	406,596	401,687	397,270	393,294							
Net Profit/Loss	83,469	76,098	112,326	128,688	133,597	138,014	141,990							
Depr/ Amort/Impair														
Interest Expense	95,753	100,687	65,447	49,085	44,176	39,759	35,783							
EBITDA	179,222	176,785	177,773	177,773	177,773	177,773	177,773							

Twin Star Energy LLC
Projections

Location								
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	1,536,737	1,482,972	1,441,481	1,420,000	1,420,000	1,420,000	1,420,000	1,420,000
** Fuel Sales **					1			
Fuel Sales	4,191,634	5,121,238	5,118,227	5,118,227	5,118,227	5,118,227	5,118,227	5,118,227
Cost of Sales	-3,813,137	-4,715,407	-4,757,049	(4,739,314)	(4,729,591)	(4,729,579)	(4,718,628)	(4,711,733)
Gross Profit	378,497	405,831	361,178	378,913	388,636	388,648	399,599	406,494
	0.246	0.274	0.251	0.267	0.274	0.274	0.281	0.286
** Inside Sales **								
Inside Sales	788,247	816,051	904,792	878,182	878,182	878,182	878,182	878,182
Cost of Sales	-570,143	-604,794	-671,546	(637,161)	(637,560)	(637,560)	(637,560)	(637,560)
Gross Profit	218,104	211,257	233,246	241,020	240,622	240,622	240,622	240,622
	0.277	0.259	0.258	0.274	0.274	0.274	0.274	0.274
** Car Wash **								
Car Wash Sales	49,927	45,756	42,810	45,000	45,000	45,000	45,000	45,000
Car Wash Expense	-10,803	-10,547	-4,170	7,500	7,500	7,500	7,500	7,500
Car Wash - Other	-1,426	-1,130	-684	1,000	1,000	1,000	1,000	1,000
Gross Profit	37,698	34,079	37,956	53,500	53,500	53,500	53,500	53,500
Other Income	108,603	102,934	104,101	106,000	106,000	106,000	106,000	106,000
Total Gross Profit	742,902	754,101	736,481	779,433	788,757	788,770	799,721	806,616
Direct Losses	(300)	139	618					
Personnel	132,180	127,787	126,065	129,217	132,447	135,758	139,152	142,631
Direct Expense	160,748	180,876	170,615	175,000	175,000	175,000	175,000	175,000
R&M Expense	49,924	49,481	54,351	50,000	50,000	50,000	50,000	50,000
Other Fixed Exp.	9,997	42,919	8,122	9,000	9,000	9,000	9,000	9,000
Interest Expense	100,987	79,189	55,432	36,031	27,023	24,321	21,889	19,700
Rent/Eq Lease	2,438	2,464	2,485	2,485	2,485	2,485	2,485	2,485
Total Expense	455,974	482,855	417,688	401,732	395,955	396,564	397,526	398,816
Net Profit/Loss	286,928	271,246	318,793	377,701	392,802	392,206	402,195	407,800
Depr/ Amort/Impair								
Interest Expense	100,987	79,189	55,432	36,031	27,023	24,321	21,889	19,700
EBITDA	387,915	350,435	374,225	413,732	419,825	416,527	424,083	427,500

Twin Star Energy LLC
Projections

Location -	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	935,189	757,708	686,869	650,000	650,000	650,000	650,000	650,000
** Fuel Sales **								
Fuel Sales	2,505,488	2,571,666	2,414,187	2,414,187	2,414,187	2,414,187	2,414,187	2,414,187
Cost of Sales	-2,312,816	-2,407,869	-2,273,706	(2,271,897)	(2,269,106)	(2,269,237)	(2,269,237)	(2,269,237)
Gross Profit	192,672	163,797	140,481	142,290	145,081	144,950	144,950	144,950
	0.206	0.216	0.205	0.219	0.223	0.223	0.223	0.223
** Inside Sales **								
Inside Sales	516,613	466,687	475,470	510,570	510,570	510,570	510,570	510,570
Cost of Sales	-361,952	-336,312	-342,498	(359,372)	(359,441)	(359,441)	(359,441)	(359,441)
Gross Profit	154,661	130,375	132,972	151,197	151,129	151,129	151,129	151,129
	0.299	0.279	0.280	0.296	0.296	0.296	0.296	0.296
** Car Wash **								
Car Wash Sales	14,016	13,404	14,613	14,000	14,000	14,000	14,000	14,000
Car Wash Expense	-11,242	-10,738	-11,932	-11,000	-11,000	-11,000	-11,000	-11,000
Car Wash - Other	0	-202	0					
Gross Profit	2,774	2,464	2,681	3,000	3,000	3,000	3,000	3,000
Other Income	14,305	8,909	9,784	11,000	11,000	11,000	11,000	11,000
Total Gross Profit	364,412	305,545	285,918	307,487	310,210	310,079	310,079	310,079
Direct Losses	-614	-204	199					
Personnel	109,099	108,163	104,534	107,147	109,826	112,572	115,386	118,271
Direct Expense	118,488	115,191	105,424	105,000	105,000	105,000	105,000	105,000
R&M Expense	24,359	37,300	40,021	40,000	40,000	40,000	40,000	40,000
Other Fixed Exp.	42,886	43,095	42,976	43,000	43,000	43,000	43,000	43,000
Interest Expense	57,317	44,235	30,965	20,127	15,095	13,586	12,227	11,005
Rent/Eq Lease	34,031	35,028	35,049	35,049	35,049	35,049	35,049	35,049
Total Expense	385,566	382,808	359,168	350,324	347,970	349,207	350,662	352,324
Net Profit/Loss	-21,154	-77,263	-73,250	-42,837	-37,761	-39,128	-40,584	-42,245
Depr/ Amort/Impair								
Interest Expense	57,317	44,235	30,965	20,127	15,095	13,586	12,227	11,005
EBITDA	36,163	-33,028	-42,285	-22,709	-22,665	-25,542	-28,356	-31,241

Twin Star Energy LLC
Projections

Location	516							
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	2,166,956	2,039,213	1,989,649	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
** Fuel Sales **								
Fuel Sales	5,775,187	6,911,470	6,910,036	6,910,036	6,910,036	6,910,036	6,910,036	6,910,036
Cost of Sales	-5,376,722	-6,485,317	-6,563,428	(6,511,991)	(6,511,991)	(6,511,991)	(6,511,991)	(6,511,991)
Gross Profit	398,465	426,153	346,608	398,045	398,045	398,045	398,045	398,045
	0.184	0.209	0.174	0.199	0.199	0.199	0.199	0.199
** Inside Sales **								
Inside Sales	1,324,895	1,330,216	1,403,405	1,450,000	1,550,000	1,600,000	1,600,000	1,600,000
Cost of Sales	-903,233	-922,546	-985,401	(1,000,500)	(1,038,500)	(1,040,000)	(1,040,000)	(1,040,000)
Gross Profit	421,662	407,670	418,004	449,500	511,500	560,000	560,000	560,000
	0.318	0.306	0.298	0.31	0.33	0.35	0.35	0.35
** Car Wash **								
Car Wash Sales	167,970	165,896	166,784	166,000	166,000	166,000	166,000	166,000
Car Wash Expense	-31,879	-33,285	-29,736	-30,000	-30,000	-30,000	-30,000	-30,000
Car Wash - Other	-5,405	-2,343	-1,471	-2,000	-2,000	-2,000	-2,000	-2,000
Gross Profit	130,686	130,268	135,577	134,000	134,000	134,000	134,000	134,000
Other Income	31,757	17,105	17,245	17,000	17,000	17,000	17,000	17,000
Total Gross Profit	982,570	981,196	917,434	998,545	1,060,545	1,109,045	1,109,045	1,109,045
Direct Losses	1,127	1,057	655	800	800	800	800	800
Personnel	237,777	230,361	223,869	220,000	205,000	210,000	210,000	210,000
Direct Expense	282,892	311,278	283,079	285,000	310,000	330,000	330,000	330,000
R&M Expense	31,271	24,958	45,998	35,000	35,000	35,000	35,000	35,000
Other Fixed Exp.	51,762	37,160	38,350	38,350	38,350	38,350	38,350	38,350
Interest Expense	190,774	149,742	119,704	77,808	58,356	52,520	47,268	42,541
Rent/Eq Lease		2,442	2,463	2,463	2,463	2,463	2,463	2,463
Total Expense	795,603	756,998	714,118	659,421	649,969	669,133	663,881	659,154
Net Profit/Loss	186,967	224,198	203,316	339,124	410,576	439,912	445,164	449,891
Depr/ Amort/Impair								
Interest Expense	190,774	149,742	119,704	77,808	58,356	52,520	47,268	42,541
EBITDA	377,741	373,940	323,020	416,932	468,932	492,432	492,432	492,432

Twin Star Energy LLC
Projections

Location	521						
	2011 Prior Year	2012 Actual	2013	2014	2015	2016	2017
Gas Gallons Sold	1,041,519	926,006	926,006	926,006	926,006	926,006	926,006
** Fuel Sales **							
Fuel Sales	3,545,406	3,239,073	3,239,073	3,239,073	3,239,073	3,239,073	3,239,073
Cost of Sales	-3,301,366	-3,056,624	-3,056,624	-3,056,624	-3,056,624	-3,056,624	-3,056,624
Gross Profit	244,040	182,449	182,449	182,449	182,449	182,449	182,449
	0.234	0.197	0.197	0.197	0.197	0.197	0.197
** Inside Sales **							
Inside Sales	794,855	891,534	891,534	891,534	891,534	891,534	891,534
Cost of Sales	-583,802	-652,003	-652,003	-652,003	-652,003	-652,003	-652,003
Gross Profit	211,053	239,531	239,531	239,531	239,531	239,531	239,531
	0.266	0.269	0.269	0.269	0.269	0.269	0.269
** Car Wash **							
Car Wash Sales	75,915	71,326	71,326	71,326	71,326	71,326	71,326
Car Wash Expense	-16,045	-14,927	-14,927	-14,927	-14,927	-14,927	-14,927
Car Wash - Other	-100	-4,891	-4,891	-4,891	-4,891	-4,891	-4,891
Gross Profit	59,770	51,508	51,508	51,508	51,508	51,508	51,508
Other Income	19,169	19,628	19,628	19,628	19,628	19,628	19,628
Total Gross Profit	534,032	493,116	493,116	493,116	493,116	493,116	493,116
Direct Losses	1065	624	624	624	624	624	624
Personnel	116,434	122,167	122,167	122,167	122,167	122,167	122,167
Direct Expense	148,068	137,897	137,897	137,897	137,897	137,897	137,897
R&M Expense	20,187	23,464	23,464	23,464	23,464	23,464	23,464
Other Fixed Exp.	40,595	25,974	25,974	25,974	25,974	25,974	25,974
Interest Expense	59,043	59,942	38,962	29,222	26,300	23,670	21,303
Rent/Eq Lease	2,442	2,463	2,463	2,463	2,463	2,463	2,463
Total Expense	387,834	372,531	351,551	341,811	338,889	336,259	333,892
Net Profit/Loss	146,198	120,585	141,565	151,305	154,227	156,857	159,224
Depr/ Amort/Impair							
Interest Expense	59,043	59,942	38,962	29,222	26,300	23,670	21,303
EBITDA	205,241	180,527	180,527	180,527	180,527	180,527	180,527

Twin Star Energy LLC
Projections

Location	522						
	2011 Prior Year	2012 Actual	2013	2014	2015	2016	2017
Gas Gallons Sold	373,011	352,468	352,468	352,468	1,250,000	352,468	352,468
** Fuel Sales **							
Fuel Sales	1,275,042	1,240,948	1,240,948	1,240,948	4,500,000	4,860,000	5,248,000
Cost of Sales	(1,188,170)	(1,168,530)	(1,168,530)	(1,168,530)	(4,250,000)	(4,590,000)	(4,956,400)
Gross Profit	86,872	72,418	72,418	72,418	250,000	270,000	291,600
	0.233	0.205	0.205	0.205	0.200	0.766	0.827
** Inside Sales **							
Inside Sales	195,397	210,605	210,605	210,605	1,440,000	1,584,000	1,741,400
Cost of Sales	-139,476	-149,796	-149,796	-149,796	(907,200)	(997,920)	(1,096,712)
Gross Profit	55,921	60,809	60,809	60,809	532,800	586,080	644,688
	0.286	0.289	0.289	0.289	0.370	0.370	0.370
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	0	0	0	0	0	0	0
Other Income	25,510	28,542	28,542	28,542			
Total Gross Profit	168,303	161,769	161,769	161,769	782,800	856,080	936,288
Direct Losses	104	-712	-712	-712			
Personnel	64,998	70,206	70,206	70,206	178,000	195,800	215,380
Direct Expense	63,209	63,155	63,155	63,155	184,000	198,400	214,240
R&M Expense	15,733	37,480	15,000	15,000	7,500	7,500	7,500
Other Fixed Exp.	11,576	14,371	14,371	14,371	7,500	7,500	7,500
Interest Expense	# 5,982	5,338	3,470	2,602	80,000	72,000	64,800
Rent/Eq Lease	52,619	54,222	54,222	54,222	50,150	50,150	50,150
Total Expense	214,221	244,060	219,712	218,844	507,150	531,350	559,570
Net Profit/Loss	-45,918	-82,291	-57,943	-57,075	275,650	324,730	376,718
Depr/ Amort/Impair							
Interest Expense	5,982	5,338	3,470	2,602	80,000	72,000	64,800
EBITDA	-39,936	-76,953	-54,473	-54,473	355,650	396,730	441,518

Twin Star Energy LLC
Projections

Location	524							
	2010 Actual	2011 Prior Year	2012 Actual	2013	2014	2015	2016	2017
Gas Gallons Sold	1,645,559	1,508,442	1,460,672	1,100,000	1,200,000	1,200,000	1,200,000	1,200,000
** Fuel Sales **								
Fuel Sales	4,454,355	5,168,864	5,169,858	5,169,858	5,169,858	5,169,858	5,169,858	5,169,858
Cost of Sales	-4,111,940	-4,826,364	-4,856,951	(4,920,759)	(4,890,766)	(4,890,258)	(4,890,258)	(4,890,258)
Gross Profit	342,415	342,500	312,907	249,099	279,092	279,600	279,600	279,600
	0.208	0.227	0.214	0.226	0.233	0.233	0.233	0.233
** Inside Sales **								
Inside Sales	899,093	894,482	929,472	950,000	1,000,000	1,200,000	1,200,000	1,200,000
Cost of Sales	-647,222	-659,865	-688,545	(650,000)	(700,000)	(900,000)	(900,000)	(900,000)
Gross Profit	251,871	234,617	240,927	300,000	300,000	300,000	300,000	300,000
	0.280	0.262	0.259	0.277	0.3	0.3	0.3	0.3
** Car Wash **								
Car Wash Sales	89,245	83,712	82,030	85,000	90,000	90,000	90,000	90,000
Car Wash Expense	-15,953	-13,758	-14,804	-15,000	-15,000	-15,000	-15,000	-15,000
Car Wash - Other	-602	-1,407	-1,130	-1,100	-1,100	-1,100	-1,100	-1,100
Gross Profit	72,690	68,547	66,096	68,900	73,900	73,900	73,900	73,900
Other Income	23,363	17,005	19,838	20,000	20,000	20,000	20,000	20,000
Total Gross Profit	690,339	662,669	639,768	637,999	672,992	673,500	673,500	673,500
Direct Losses	263	469	722	0	0	0	0	0
Personnel	107,388	125,446	109,558	110,000	112,200	114,444	116,733	119,068
Direct Expense	174,582	183,347	177,871	180,000	180,000	180,000	180,000	180,000
R&M Expense	19,196	27,873	19,903	20,000	20,000	20,000	20,000	20,000
Other Fixed Exp.	33,834	35,037	33,234	34,000	34,000	34,000	34,000	34,000
Interest Expense	33,520	25,812	18,068	11,744	8,808	7,927	7,135	6,421
Rent/Eq Lease	133,540	163,785	253,665	253,665	253,665	253,665	253,665	253,665
Total Expense	502,323	561,769	613,021	609,409	608,673	610,036	611,532	613,154
Net Profit/Loss	188,016	100,900	26,747	28,590	64,319	63,464	61,968	60,346
Depr/ Amort/Impair								
Interest Expense	33,520	25,812	18,068	11,744	8,808	7,927	7,135	6,421
EBITDA	221,536	126,712	44,815	40,334	73,127	71,391	69,102	66,767

Twin Star Energy LLC
Projections

Location	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	1,218,206	1,148,214	1,089,885	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000
** Fuel Sales **								
Fuel Sales	3,269,856	3,920,715	3,812,781	3,812,781	3,812,781	3,812,781	3,812,781	3,812,781
Cost of Sales	-3,015,411	-3,641,467	-3,592,435	(3,550,487)	(3,543,122)	(3,543,681)	(3,543,681)	(3,543,681)
Gross Profit	254,445	279,248	220,346	262,294	269,659	269,100	269,100	269,100
	0.209	0.243	0.202	0.228	0.234	0.234	0.234	0.234
** Inside Sales **								
Inside Sales	829,468	830,874	916,353	901,843	901,353	901,353	901,353	901,353
Cost of Sales	-592,400	-617,348	-677,554	(651,313)	(650,777)	(650,777)	(650,777)	(650,777)
Gross Profit	237,068	213,526	238,799	250,530	250,576	250,576	250,576	250,576
	0.286	0.257	0.261	0.278	0.278	0.278	0.278	0.278
** Car Wash **								
Car Wash Sales	13,389	12,318	12,757	13,000	13,000	13,000	13,000	13,000
Car Wash Expense	-11,528	-10,496	-12,131	-11,500	-11,500	-11,500	-11,500	-11,500
Car Wash - Other								
Gross Profit	1,861	1,822	626	1,500	1,500	1,500	1,500	1,500
Other Income	48,890	43,690	48,797	48,000	48,000	48,000	48,000	48,000
Total Gross Profit	542,264	538,286	508,568	562,324	569,735	569,176	569,176	569,176
Direct Losses	959	707	-16					
Personnel	129,396	127,982	133,128	136,456	139,868	143,364	146,948	150,622
Direct Expense	128,132	140,433	135,221	132,000	132,000	132,000	132,000	132,000
R&M Expense	25,618	26,465	23,920	26,000	26,000	26,000	26,000	26,000
Other Fixed Exp.	7,098	18,993	5,013	10,000	10,000	10,000	10,000	10,000
Interest Expense	105,568	83,447	66,758	43,393	32,545	29,290	26,361	23,725
Rent/Eq Lease	2,618	2,469	2,510	2,510	2,510	2,510	2,510	2,510
Total Expense	399,389	400,496	366,534	350,359	342,922	343,164	343,819	344,857
Net Profit/Loss	142,875	137,790	142,034	211,965	226,813	226,012	225,357	224,319
Depr/ Amort/Impair								
Interest Expense	105,568	83,447	66,758	43,393	32,545	29,290	26,361	23,725
EBITDA	248,443	221,237	208,792	255,358	259,357	255,302	251,718	248,044

Twin Star Energy LLC
Projections

Location	526							
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	2,038,656	1,819,309	1,741,583	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000
** Fuel Sales **								
Fuel Sales	5,567,753	6,255,584	6,190,803	6,190,803	6,190,803	6,190,803	6,190,803	6,190,803
Cost of Sales	-5,070,462	-5,795,180	-5,760,790	(5,739,358)	(5,739,303)	(5,739,303)	(5,739,303)	(5,739,303)
Gross Profit	497,291	460,404	430,013	451,445	451,500	451,500	451,500	451,500
	0.244	0.253	0.247	0.258	0.258	0.258	0.258	0.258
** Inside Sales **								
Inside Sales	777,711	797,944	882,106	992,000	1,200,000	1,200,000	1,200,000	1,200,000
Cost of Sales	-564,406	-585,038	-642,725	(694,400)	(780,000)	(780,000)	(780,000)	(780,000)
Gross Profit	213,305	212,906	239,381	297,600	420,000	420,000	420,000	420,000
	0.274	0.267	0.271	0.3	0.35	0.35	0.35	0.35
** Car Wash **								
Car Wash Sales	103,315	102,629	99,909	100,000	100,000	100,000	100,000	100,000
Car Wash Expense	-19,216	-20,369	-17,955	-19,000	-19,000	-19,000	-19,000	-19,000
Car Wash - Other	-2,248	-2,254	-2,012	-2,000	-2,000	-2,000	-2,000	-2,000
Gross Profit	81,851	80,006	79,942	79,000	79,000	79,000	79,000	79,000
Other Income	18,302	14,034	34,110	25,000	25,000	25,000	25,000	25,000
Total Gross Profit	810,749	767,350	783,446	853,045	975,500	975,500	975,500	975,500
Direct Losses	-312	3,904	-119					
Personnel	137,923	145,141	134,106	149,200	170,000	170,000	170,000	170,000
Direct Expense	207,726	221,308	217,323	230,000	248,000	248,000	248,000	248,000
R&M Expense	33,404	38,582	35,775	36,000	36,000	36,000	36,000	36,000
Other Fixed Exp.	69,190	53,882	53,810	54,000	54,000	54,000	54,000	54,000
Interest Expense	171,067	132,957	142,447	92,591	69,443	62,499	56,249	50,624
Rent/Eq Lease	2,416	2,442	2,483	2,483	2,483	2,483	2,483	2,483
Total Expense	621,414	598,216	585,825	564,274	579,926	572,982	566,732	561,107
Net Profit/Loss	189,335	169,134	197,621	288,771	395,574	402,518	408,768	414,393
Depr/ Amort/Impair								
Interest Expense	171,067	132,957	142,447	92,591	69,443	62,499	56,249	50,624
EBITDA	360,402	302,091	340,068	381,362	465,017	465,017	465,017	465,017

Twin Star Energy LLC
Projections

Location	527							
	2010	2011	2012	2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold	1,157,271	1,118,620	1,073,142	1,100,000	1,200,000	1,200,000	1,200,000	1,200,000
** Fuel Sales **								
Fuel Sales	3,180,135	3,902,984	3,860,142	3,860,142	3,860,142	3,860,142	3,860,142	3,860,142
Cost of Sales	-2,920,056	-3,619,167	-3,607,772	(3,587,480)	(3,562,542)	(3,562,542)	(3,562,542)	(3,562,542)
Gross Profit	260,079	283,817	252,370	272,662	297,600	297,600	297,600	297,600
	0.225	0.254	0.235	0.248	0.248	0.248	0.248	0.248
** Inside Sales **								
Inside Sales	590,088	595,266	608,504	625,000	750,000	850,000	935,000	1,028,500
Cost of Sales	-415,127	-425,178	-441,113	(450,000)	(502,500)	(569,500)	(626,450)	(689,095)
Gross Profit	174,961	170,088	167,391	175,000	247,500	280,500	308,550	339,405
	0.296	0.286	0.275	0.28	0.33	0.33	0.33	0.33
** Car Wash **								
Car Wash Sales	42,339	41,087	31,873	34,000	40,000	40,000	40,000	40,000
Car Wash Expense	-9,625	-9,419	-7,169	-9,000	-9,000	-9,000	-9,000	-9,000
Car Wash - Other	-2,174	-3,231	-760	-1,500	-1,500	-1,500	-1,500	-1,500
Gross Profit	30,540	28,437	23,944	23,500	29,500	29,500	29,500	29,500
Other Income	13,613	10,619	16,319	15,000	15,000	15,000	15,000	15,000
Total Gross Profit	479,193	492,961	460,024	486,162	589,600	622,600	650,650	681,505
Direct Losses	102	570	108					
Personnel	105,165	109,200	102,121	109,000	125,000	135,000	143,500	152,850
Direct Expense	139,551	147,598	145,413	145,000	170,000	170,000	170,000	170,000
R&M Expense	18,818	16,173	20,321	18,000	18,000	18,000	18,000	18,000
Other Fixed Exp.	43,257	39,586	39,517	39,517	39,517	39,517	39,517	39,517
Interest Expense	60,493	47,648	48,496	31,522	23,642	21,278	19,150	17,235
Rent/Eq Lease		2,464	3,322	3,322	3,322	3,322	3,322	3,322
Total Expense	367,386	363,239	359,298	346,361	379,481	387,117	393,489	400,924
Net Profit/Loss	111,807	129,722	100,726	139,801	210,119	235,483	257,161	280,581
Depr/ Amort/Impair								
Interest Expense	60,493	47,648	48,496	31,522	23,642	21,278	19,150	17,235
EBITDA	172,300	177,370	149,222	171,323	233,761	256,761	276,311	297,816

Twin Star Energy LLC
Projections

Location	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	2,063,502	1,978,611	1,961,185	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000
** Fuel Sales **								
Fuel Sales	5,667,136	6,910,507	7,020,742	7,020,742	7,020,742	7,020,742	7,020,742	7,020,742
Cost of Sales	-5,141,374	-6,288,715	-6,474,335	(6,442,950)	(6,418,090)	(6,418,367)	(6,418,367)	(6,418,367)
Gross Profit	525,762	621,792	546,407	577,792	602,652	602,375	602,375	602,375
	0.255	0.314	0.279	0.293	0.305	0.305	0.305	0.305
** Inside Sales **								
Inside Sales	1,059,373	1,131,392	1,208,774	1,189,839	1,189,839	1,189,839	1,189,839	1,189,839
Cost of Sales	-684,219	-730,482	-782,558	(757,102)	(756,738)	(756,738)	(756,738)	(756,738)
Gross Profit	375,154	400,910	426,216	432,737	433,101	433,101	433,101	433,101
	0.354	0.354	0.353	0.364	0.364	0.364	0.364	0.364
** Car Wash **								
Car Wash Sales								
Car Wash Expense								
Car Wash - Other								
Gross Profit	0	0	0					
Other Income	19,289	6,433	15,565	15,000	15,000	15,000	15,000	15,000
Total Gross Profit	920,205	1,029,135	988,188	1,025,529	1,050,753	1,050,476	1,050,476	1,050,476
Direct Losses	-839	-444	296					
Personnel	155,057	155,475	162,229	166,285	170,442	174,703	179,070	183,547
Direct Expense	202,078	236,271	220,166	220,000	220,000	220,000	220,000	220,000
R&M Expense	40,080	33,058	34,111	35,000	35,000	35,000	35,000	35,000
Other Fixed Exp.	21,238	13,105	13,945	15,000	15,000	15,000	15,000	15,000
Interest Expense	101,611	79,142	80,000	52,000	39,000	35,100	31,590	28,431
Rent/Eq Lease	32,319	35,877	35,977	35,977	35,977	35,977	35,977	35,977
Total Expense	551,544	552,484	546,724	524,262	515,419	515,780	516,637	517,955
Net Profit/Loss	368,661	476,651	441,464	501,267	535,334	534,697	533,839	532,521
Depr/ Amort/Impair								
Interest Expense	101,611	79,142	80,000	52,000	39,000	35,100	31,590	28,431
EBITDA	470,272	555,793	521,464	553,267	574,334	569,797	565,429	560,952

Twin Star Energy LLC
Projections

Location -	529							
	2010	2011	2012					
				2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold	1,446,293	1,383,328	1,355,264	1,375,000	1,450,000	1,450,000	1,450,000	1,450,000
** Fuel Sales **								
Fuel Sales	3,934,381	4,759,314	4,801,326	4,801,326	4,801,326	4,801,326	4,801,326	4,801,326
Cost of Sales	-3,599,955	-4,408,544	-4,476,112	(4,455,393)	(4,435,926)	(4,435,926)	(4,435,926)	(4,435,926)
Gross Profit	334,426	350,770	325,214	345,933	365,400	365,400	365,400	365,400
	0.231	0.254	0.240	0.252	0.252	0.252	0.252	0.252
** Inside Sales **								
Inside Sales	777,418	867,562	922,002	1,000,000	1,150,000	1,200,000	1,200,000	1,200,000
Cost of Sales	-558,249	-638,234	-675,610	(710,000)	(782,000)	(780,000)	(780,000)	(780,000)
Gross Profit	219,169	229,328	246,392	290,000	368,000	420,000	420,000	420,000
	0.282	0.264	0.267	0.29	0.32	0.35	0.35	0.35
** Car Wash **								
Car Wash Sales	101,212	101,283	103,969	103,000	103,000	103,000	103,000	103,000
Car Wash Expense	-20,635	-21,997	-20,363	-20,500	-20,500	-20,500	-20,500	-20,500
Car Wash - Other	-4,021	-2,663	-4,621	-4,200	-4,200	-4,200	-4,200	-4,200
Gross Profit	76,556	76,623	78,985	78,300	78,300	78,300	78,300	78,300
Other Income	14,041	12,930	14,541	14,000	14,000	14,000	14,000	14,000
Total Gross Profit	644,192	669,651	665,132	728,233	825,700	877,700	877,700	877,700
=====								
Direct Losses	485	651	1181	750	750	750	750	750
Personnel	130,657	108,044	123,807	125,000	165,000	170,000	170,000	170,000
Direct Expense	166,398	178,471	175,078	178,000	210,000	210,000	210,000	210,000
R&M Expense	21,001	24,335	23,188	23,000	23,000	23,000	23,000	23,000
Other Fixed Exp.	46,405	42,016	46,457	45,000	45,000	45,000	45,000	45,000
Interest Expense	137,067	108,640	114,543	74,453	55,840	50,256	45,230	40,707
Rent/Eq Lease	2,631	2,454	2,476	2,476	2,476	2,476	2,476	2,476
Total Expense	504,644	464,611	486,730	448,679	502,066	501,482	496,456	491,933
Net Profit/Loss	139,548	205,040	178,402	279,554	323,634	376,218	381,244	385,767
Depr/ Amort/Impair								
Interest Expense	137,067	108,640	114,543	74,453	55,840	50,256	45,230	40,707
EBITDA	276,615	313,680	292,945	354,007	379,474	426,474	426,474	426,474

Twin Star Energy LLC
Projections

Location	530							
	2010	2011	2012	2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold	1,746,223	1,693,519	1,713,134	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000
** Fuel Sales **								
Fuel Sales	4,751,167	5,898,890	6,173,836	6,173,836	6,173,836	6,173,836	6,173,836	6,173,836
Cost of Sales	-4,381,435	-5,475,516	-5,742,663	(5,740,177)	(5,739,836)	(5,739,836)	(5,739,836)	(5,739,836)
Gross Profit	369,732	423,374	431,173	433,659	434,000	434,000	434,000	434,000
	0.212	0.250	0.252	0.248	0.248	0.248	0.248	0.248
** Inside Sales **								
Inside Sales	1,621,048	1,666,609	1,838,194	1,450,000	1,750,000	2,000,000	2,000,000	2,000,000
Cost of Sales	-1,142,520	-1,204,093	-1,323,080	(1,015,000)	(1,190,000)	(1,360,000)	(1,360,000)	(1,360,000)
Gross Profit	478,528	462,516	515,114	435,000	560,000	640,000	640,000	640,000
	0.295	0.278	0.280	0.3	0.32	0.32	0.32	0.32
** Car Wash **								
Car Wash Sales	44,366	39,015	46,045	45,000	45,000	45,000	45,000	45,000
Car Wash Expense	-9,929	-9,186	-9,878	-9,500	-9,500	-9,500	-9,500	-9,500
Car Wash - Other	-4,062	-1,830	-1,786	-1,800	-1,800	-1,800	-1,800	-1,800
Gross Profit	30,375	27,999	34,381	33,700	33,700	33,700	33,700	33,700
Other Income	38,967	27,804	37,172	32,000	32,000	32,000	32,000	32,000
Total Gross Profit	917,602	941,693	1,017,840	934,359	1,059,700	1,139,700	1,139,700	1,139,700
Direct Losses	-294	-641	-673					
Personnel	182,652	177,582	189,919	195,000	225,000	250,000	250,000	250,000
Direct Expense	175,576	189,478	189,235	230,000	235,000	235,000	235,000	235,000
R&M Expense	38,895	29,303	20,733	25,000	25,000	25,000	25,000	25,000
Other Fixed Exp.	20,185	19,000	20,337	20,000	20,000	20,000	20,000	20,000
Interest Expense	112,282	91,762	89,528	58,193	43,645	39,280	35,352	31,817
Rent/Eq Lease	53,262	53,287	53,328	53,328	53,328	53,328	53,328	53,328
Total Expense	582,558	559,771	562,407	581,521	601,973	622,608	618,680	615,145
Net Profit/Loss	335,044	381,922	455,433	352,838	457,727	517,092	521,020	524,555
Depr/ Amort/Impair								
Interest Expense	112,282	91,762	89,528	58,193	43,645	39,280	35,352	31,817
EBITDA	447,326	473,684	544,961	411,031	501,372	556,372	556,372	556,372

Twin Star Energy LLC
Projections

Location	531							
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	2,586,010	2,474,183	2,473,975	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
** Fuel Sales **								
Fuel Sales	7,155,010	8,656,257	8,930,114	8,930,114	8,930,114	8,930,114	8,930,114	8,930,114
Cost of Sales	-6,514,309	-7,999,059	-8,287,864	(8,260,963)	(8,260,114)	(8,260,114)	(8,260,114)	(8,260,114)
Gross Profit	640,701	657,198	642,250	669,151	670,000	670,000	670,000	670,000
	0.248	0.266	0.260	0.268	0.268	0.268	0.268	0.268
** Inside Sales **								
Inside Sales	1,066,963	1,079,939	1,107,002	1,200,000	1,400,000	1,600,000	1,600,000	1,600,000
Cost of Sales	-720,817	-732,970	-739,190	(780,000)	(910,000)	(1,040,000)	(1,040,000)	(1,040,000)
Gross Profit	346,146	346,969	367,812	420,000	490,000	560,000	560,000	560,000
	0.324	0.321	0.332	0.35	0.35	0.35	0.35	0.35
** Car Wash **								
Car Wash Sales	119,093	121,320	118,889	120,000	120,000	120,000	120,000	120,000
Car Wash Expense	-19,810	-18,781	-20,145	-20,000	-20,000	-20,000	-20,000	-20,000
Car Wash - Other	-3,482	-1,282	-2,137	-2,000	-2,000	-2,000	-2,000	-2,000
Gross Profit	95,801	101,257	96,607	98,000	98,000	98,000	98,000	98,000
Other Income	25,191	15,819	21,499	21,000	21,000	21,000	21,000	21,000
Total Gross Profit	1,107,839	1,121,243	1,128,168	1,208,151	1,279,000	1,349,000	1,349,000	1,349,000
Direct Losses	191	21	269					
Personnel	237,235	209,639	169,721	195,000	215,000	235,000	235,000	235,000
Direct Expense	305,121	323,871	310,378	350,000	350,000	350,000	350,000	350,000
R&M Expense	30,859	24,931	50,355	40,000	40,000	40,000	40,000	40,000
Other Fixed Exp.	80,472	58,907	63,864	70,000	70,000	70,000	70,000	70,000
Interest Expense	152,545	118,426	124,025	80,616	60,462	54,416	48,974	44,077
Rent/Eq Lease		2,442	2,483	2,483	2,483	2,483	2,483	2,483
Total Expense	806,423	738,237	721,095	738,099	737,945	751,899	746,457	741,560
Net Profit/Loss	301,416	383,006	407,073	470,052	541,055	597,101	602,543	607,440
Depr/ Amort/Impair								
Interest Expense	152,545	118,426	124,025	80,616	60,462	54,416	48,974	44,077
EBITDA	453,961	501,432	531,098	550,668	601,517	651,517	651,517	651,517

Twin Star Energy LLC
Projections

Location	532							
	2010	2011	2012	2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold	1,133,797	1,008,889	914,698	915,000	1,000,000	1,100,000	1,100,000	1,100,000
** Fuel Sales **								
Fuel Sales	3,043,635	3,448,255	3,222,497	3,222,497	3,222,497	3,222,497	3,222,497	3,222,497
Cost of Sales	-2,816,136	-3,211,141	-3,022,413	(3,013,749)	(2,994,497)	(2,971,697)	(2,971,697)	(2,971,697)
Gross Profit	227,499	237,114	200,084	208,748	228,000	250,800	250,800	250,800
	0.201	0.235	0.219	0.228	0.228	0.228	0.228	0.228
** Inside Sales **								
Inside Sales	841,546	838,907	872,733	875,000	1,000,000	1,200,000	1,200,000	1,200,000
Cost of Sales	-587,252	-601,533	-614,096	(612,500)	(680,000)	(780,000)	(780,000)	(780,000)
Gross Profit	254,294	237,374	258,637	262,500	320,000	420,000	420,000	420,000
	0.302	0.283	0.296	0.3	0.32	0.35	0.35	0.35
** Car Wash **								
Car Wash Sales	82,030	78,726	69,932	70,000	75,000	80,000	80,000	80,000
Car Wash Expense	-16,493	-16,271	-13,749	-15,000	-15,000	-15,000	-15,000	-15,000
Car Wash - Other	-1,101	-1,759	-4,504	-2,000	-2,000	-2,000	-2,000	-2,000
Gross Profit	64,436	60,696	51,679	53,000	58,000	63,000	63,000	63,000
Other Income	25,761	18,121	18,716	18,000	18,000	18,000	18,000	18,000
Total Gross Profit	571,990	553,305	529,116	542,248	624,000	751,800	751,800	751,800
Direct Losses	-321	26	-103					
Personnel	100,985	103,255	114,023	115,000	150,000	170,000	170,000	170,000
Direct Expense	148,989	155,895	141,118	144,000	177,000	177,000	177,000	177,000
R&M Expense	16,225	15,158	15,674	15,674	15,674	15,674	15,674	15,674
Other Fixed Exp.	59,858	42,872	33,767	40,000	40,000	40,000	40,000	40,000
Interest Expense	104,925	83,479	86,613	56,298	42,224	38,001	34,201	30,781
Rent/Eq Lease	2,441	2,467	2,488	2,488	2,488	2,488	2,488	2,488
Total Expense	433,102	403,152	393,580	373,460	427,386	443,163	439,363	435,943
Net Profit/Loss	138,888	150,153	135,536	168,788	196,614	308,637	312,437	315,857
Depr/ Amort/Impair								
Interest Expense	104,925	83,479	86,613	56,298	42,224	38,001	34,201	30,781
EBITDA	243,813	233,632	222,149	225,086	238,838	346,638	346,638	346,638

Twin Star Energy LLC
Projections

Location	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	2,276,469	2,227,419	1,432,814	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
** Fuel Sales **								
Fuel Sales	6,136,700	7,605,900	4,951,838	4,951,838	4,951,838	4,951,838	4,951,838	4,951,838
Cost of Sales	-5,670,336	-7,092,688	-4,736,978	(4,771,838)	(4,747,838)	(4,747,838)	(4,747,838)	(4,747,838)
Gross Profit	466,364	513,212	214,860	180,000	204,000	204,000	204,000	204,000
	0.205	0.230	0.150	0.150	0.170	0.170	0.170	0.170
** Inside Sales **								
Inside Sales	831,798	905,802	944,718	938,811	938,811	938,811	938,811	938,811
Cost of Sales	-579,155	-661,157	-691,205	(665,878)	(665,617)	(665,617)	(665,617)	(665,617)
Gross Profit	252,643	244,645	253,513	272,933	273,194	273,194	273,194	273,194
	0.304	0.270	0.268	0.291	0.291	0.291	0.291	0.291
** Car Wash **								
Car Wash Sales	129,932	132,121	121,064	120,000	120,000	120,000	120,000	120,000
Car Wash Expense	-23,086	-21,598	-21,618	-23,000	-23,000	-23,000	-23,000	-23,000
Car Wash - Other	-1,799	-1,430	-1,973	-1,750	-1,750	-1,750	-1,750	-1,750
Gross Profit	105,047	109,093	97,473	95,250	95,250	95,250	95,250	95,250
Other Income	41,628	35,348	41,714	40,000	40,000	40,000	40,000	40,000
Total Gross Profit	865,682	902,298	607,560	588,183	612,444	612,444	612,444	612,444
Direct Losses	353	458	303	0	0	0	0	0
Personnel	129,136	130,195	138,251	141,707	145,250	148,881	152,603	156,418
Direct Expense	195,683	225,426	180,400	200,000	200,000	200,000	200,000	200,000
R&M Expense	28,239	26,441	30,055	30,000	30,000	30,000	30,000	30,000
Other Fixed Exp.	6,694	24,954	4,769	15,000	15,000	15,000	15,000	15,000
Interest Expense	172,030	134,073	142,762	92,795	69,596	62,637	56,373	50,736
Rent/Eq Lease	2,440	2,466	3,323	3,323	3,323	3,323	3,323	3,323
Total Expense	534,575	544,013	499,863	482,826	463,169	459,841	457,299	455,477
Net Profit/Loss	331,107	358,285	107,697	105,357	149,275	152,603	155,145	156,967
Depr/ Amort/Impair								
Interest Expense	172,030	134,073	142,762	92,795	69,596	62,637	56,373	50,736
EBITDA	503,137	492,358	250,459	198,153	218,871	215,240	211,518	207,703

Twin Star Energy LLC
Projections

Location	537							
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	1,263,632	1,198,581	1,167,392	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
** Fuel Sales **								
Fuel Sales	3,416,314	4,117,277	4,137,549	4,137,549	4,137,549	4,137,549	4,137,549	4,137,549
Cost of Sales	-3,166,142	-3,849,562	-3,897,081	(3,874,619)	(3,874,749)	(3,874,749)	(3,874,749)	(3,874,749)
Gross Profit	250,172	267,715	240,468	262,930	262,800	262,800	262,800	262,800
	0.198	0.223	0.206	0.219	0.219	0.219	0.219	0.219
** Inside Sales **								
Inside Sales	1,091,549	1,120,671	1,185,409	1,285,000	1,385,000	1,385,000	1,385,000	1,385,000
Cost of Sales	-798,533	-839,659	-882,614	(925,200)	(941,800)	(941,800)	(941,800)	(941,800)
Gross Profit	293,016	281,012	302,795	359,800	443,200	443,200	443,200	443,200
	0.268	0.251	0.255	0.28	0.32	0.32	0.32	0.32
** Car Wash **								
Car Wash Sales	64,603	62,223	60,068	60,000	60,000	60,000	60,000	60,000
Car Wash Expense	-10,627	-11,326	-11,089	-11,000	-11,000	-11,000	-11,000	-11,000
Car Wash - Other	-4932	-755	-5355	-2000	-2000	-2000	-2000	-2000
Gross Profit	49,044	50,142	43,624	47,000	47,000	47,000	47,000	47,000
Other Income	30,784	22,509	23,590	23,000	23,000	23,000	23,000	23,000
Total Gross Profit	623,016	621,378	610,477	692,730	776,000	776,000	776,000	776,000
Direct Losses	242	333	925					
Personnel	125,650	124,601	126,288	178,500	188,500	188,500	188,500	188,500
Direct Expense	165,373	181,130	189,243	209,000	230,000	230,000	230,000	230,000
R&M Expense	28,296	34,382	25,696	30,000	30,000	30,000	30,000	30,000
Other Fixed Exp.	80,454	52,097	23,321	23,321	23,321	23,321	23,321	23,321
Interest Expense	170,220	136,442	143,498	93,274	69,955	62,960	56,664	50,997
Rent/Eq Lease	2,438	2,464	2,485	2,485	2,485	2,485	2,485	2,485
Total Expense	572,673	531,449	511,456	536,580	544,261	537,266	530,970	525,303
Net Profit/Loss	50,343	89,929	99,021	156,151	231,739	238,734	245,030	250,697
Depr/ Amort/Impair								
Interest Expense	170,220	136,442	143,498	93,274	69,955	62,960	56,664	50,997
EBITDA	220,563	226,371	242,519	249,424	301,694	301,694	301,694	301,694

Twin Star Energy LLC
Projections

Location -							
	2011	2012					
	Prior Year	Actual	2013	2014	2015	2016	2017
Gas Gallons Sold	1,051,826	1,003,181	1,003,181	1,003,181	1,003,181	1,003,181	1,003,181
** Fuel Sales **							
Fuel Sales	3,576,091	3,505,575	3,505,575	3,505,575	3,505,575	3,505,575	3,505,575
Cost of Sales	-3,349,449	-3,310,926	-3,310,926	-3,310,926	-3,310,926	-3,310,926	-3,310,926
Gross Profit	226,642	194,649	194,649	194,649	194,649	194,649	194,649
	0.215	0.194	0.194	0.194	0.194	0.194	0.194
** Inside Sales **							
Inside Sales	1,253,718	1,372,709	1,372,709	1,372,709	1,372,709	1,372,709	1,372,709
Cost of Sales	-913,086	-993,844	-993,844	-993,844	-993,844	-993,844	-993,844
Gross Profit	340,632	378,865	378,865	378,865	378,865	378,865	378,865
	0.272	0.276	0.276	0.276	0.276	0.276	0.276
** Car Wash **							
Car Wash Sales	67,236	74,156	74,156	74,156	74,156	74,156	74,156
Car Wash Expense	-11,271	-13,449	-13,449	-13,449	-13,449	-13,449	-13,449
Car Wash - Other	-2352	-1873	-1873	-1873	-1873	-1873	-1873
Gross Profit	53,613	58,834	58,834	58,834	58,834	58,834	58,834
Other Income	22,861	26,120	26,120	26,120	26,120	26,120	26,120
Total Gross Profit	643,748	658,468	658,468	658,468	658,468	658,468	658,468
Direct Losses	611	939	939	939	939	939	939
Personnel	153,530	158,666	158,666	158,666	158,666	158,666	158,666
Direct Expense	155,438	153,856	153,856	153,856	153,856	153,856	153,856
R&M Expense	21,370	26,562	26,562	26,562	26,562	26,562	26,562
Other Fixed Exp.	30,979	34,628	34,628	34,628	34,628	34,628	34,628
Interest Expense	126,687	132,141	85,892	64,419	57,977	52,179	46,961
Rent/Eq Lease	2,584	2,490	2,490	2,490	2,490	2,490	2,490
Total Expense	491,199	509,282	463,033	441,560	435,118	429,320	424,102
Net Profit/Loss	152,549	149,186	195,435	216,908	223,350	229,148	234,366
Depr/ Amort/Impair							
Interest Expense	126,687	132,141	85,892	64,419	57,977	52,179	46,961
EBITDA	279,236	281,327	281,327	281,327	281,327	281,327	281,327

Twin Star Energy LLC
Projections

Location	543							
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	1,131,922	1,051,826	1,003,181	1,050,000	1,100,000	1,200,000	1,200,000	1,200,000
** Fuel Sales **								
Fuel Sales	3,037,975	3,576,091	3,505,575	3,505,575	3,505,575	3,505,575	3,505,575	3,505,575
Cost of Sales	-2,817,166	-3,349,449	-3,310,926	(3,283,472)	(3,272,375)	(3,251,175)	(3,251,175)	(3,251,175)
Gross Profit	220,809	226,642	194,649	222,103	233,200	254,400	254,400	254,400
	0.195	0.215	0.194	0.212	0.212	0.212	0.212	0.212
** Inside Sales **								
Inside Sales	1,351,195	1,253,718	1,372,709	1,375,000	1,650,000	1,650,000	1,650,000	1,650,000
Cost of Sales	-967,926	-913,086	-1,000,645	(976,250)	(1,122,000)	(1,105,500)	(1,105,500)	(1,105,500)
Gross Profit	383,269	340,632	372,064	398,750	528,000	544,500	544,500	544,500
	0.284	0.272	0.271	0.29	0.32	0.33	0.33	0.33
** Car Wash **								
Car Wash Sales	67,169	67,236	74,156	74,000	74,000	74,000	74,000	74,000
Car Wash Expense	-12,159	-11,271	-13,449	-12,500	-12,500	-12,500	-12,500	-12,500
Car Wash - Other	-921	-2,352	-1,873	-2,000	-2,000	-2,000	-2,000	-2,000
Gross Profit	54,089	53,613	58,834	59,500	59,500	59,500	59,500	59,500
Other Income	34,829	22,861	26,120	26,000	26,000	26,000	26,000	26,000
Total Gross Profit	692,996	643,748	651,667	706,353	846,700	884,400	884,400	884,400
Direct Losses	151	611	939					
Personnel	157,702	153,530	158,638	160,000	215,000	215,000	215,000	215,000
Direct Expense	147,634	155,438	153,856	155,000	180,000	205,000	205,000	205,000
R&M Expense	22,403	21,370	26,562	25,000	25,000	25,000	25,000	25,000
Other Fixed Exp.	31,745	30,979	31,471	31,471	31,471	31,471	31,471	31,471
Interest Expense	157,731	126,687	132,141	85,892	77,302	69,572	62,615	53,223
Rent/Eq Lease	2,445	2,584	2,490	2,490	2,490	2,490	2,490	2,490
Total Expense	519,811	491,199	506,097	459,853	531,263	548,533	541,576	532,184
Net Profit/Loss	173,185	152,549	145,570	246,501	315,437	335,867	342,824	352,216
Depr/ Amort/Impair								
Interest Expense	157,731	126,687	132,141	105,713	79,285	77,699	76,145	74,622
EBITDA	330,916	279,236	277,711	352,213	394,721	413,566	418,969	426,838

Twin Star Energy LLC
Projections

Location	544							
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	1,635,321	1,557,074	1,498,870	1,500,000	1,600,000	1,700,000	1,700,000	1,700,000
** Fuel Sales **								
Fuel Sales	4,405,330	5,298,967	5,267,782	5,267,782	5,267,782	5,267,782	5,267,782	5,267,782
Cost of Sales	-4,068,124	-4,944,337	-4,944,587	(4,927,991)	(4,904,582)	(4,881,882)	(4,881,882)	(4,881,882)
Gross Profit	337,206	354,630	323,195	339,791	363,200	385,900	385,900	385,900
	0.206	0.228	0.216	0.227	0.227	0.227	0.227	0.227
** Inside Sales **								
Inside Sales	1,142,248	1,147,315	1,185,047	1,300,000	1,420,000	1,420,000	1,420,000	1,420,000
Cost of Sales	-814,399	-832,851	-862,425	(936,000)	(979,800)	(951,400)	(951,400)	(951,400)
Gross Profit	327,849	314,464	322,622	364,000	440,200	468,600	468,600	468,600
	0.287	0.274	0.272	0.28	0.31	0.33	0.33	0.33
** Car Wash **								
Car Wash Sales	78,376	80,075	82,418	82,000	82,000	82,000	82,000	82,000
Car Wash Expense	-16,128	-17,194	-15,593	-16,000	-16,000	-16,000	-16,000	-16,000
Car Wash - Other	-2,946	-3,203	-1,865	-2,500	-2,500	-2,500	-2,500	-2,500
Gross Profit	59,302	59,678	64,960	63,500	63,500	63,500	63,500	63,500
Other Income	27,975	20,025	18,974	19,000	19,000	19,000	19,000	19,000
Total Gross Profit	752,332	748,797	729,751	786,291	885,900	937,000	937,000	937,000
Direct Losses	220	15	599					
Personnel	173,905	158,644	159,950	180,000	192,000	192,000	192,000	192,000
Direct Expense	195,697	196,931	204,206	225,000	245,000	245,000	245,000	245,000
R&M Expense	43,465	33,433	28,353	30,000	30,000	30,000	30,000	30,000
Other Fixed Exp.	58,399	56,538	39,038	40,000	40,000	40,000	40,000	40,000
Interest Expense	59,103	47,113	43,300	28,145	21,109	18,998	17,098	15,388
Rent/Eq Lease	307,502	299,912	229,304	229,304	229,304	229,304	229,304	229,304
Total Expense	838,291	792,586	704,750	732,449	757,413	755,302	753,402	751,692
Net Profit/Loss	-85,959	-43,789	25,001	53,842	128,487	181,698	183,598	185,308
Depr/ Amort/Impair								
Interest Expense	59,103	47,113	43,300	34,640	25,980	25,460	24,951	24,452
EBITDA	-26,856	3,324	68,301	88,482	154,467	207,159	208,549	209,760

Twin Star Energy LLC
Projections

Location -	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	1,161,360	1,024,436	943,823	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
** Fuel Sales **								
Fuel Sales	3,107,864	3,482,073	3,308,321	3,308,321	3,308,321	3,308,321	3,308,321	3,308,321
Cost of Sales	-2,881,554	-3,263,656	-3,120,061	(3,095,808)	(3,089,926)	(3,090,321)	(3,090,321)	(3,090,321)
Gross Profit	226,310	218,417	188,260	212,513	218,395	218,000	218,000	218,000
	0.195	0.213	0.199	0.213	0.218	0.218	0.218	0.218
** Inside Sales **								
Inside Sales	741,268	733,753	748,737	778,315	778,315	778,315	778,315	778,315
Cost of Sales	-534,887	-542,331	-551,881	(562,407)	(562,722)	(562,722)	(562,722)	(562,722)
Gross Profit	206,381	191,422	196,856	215,908	215,593	215,593	215,593	215,593
	0.278	0.261	0.263	0.277	0.277	0.277	0.277	0.277
** Car Wash **								
Car Wash Sales								
Car Wash Expense								
Car Wash - Other								
Gross Profit	0	0	0					
Other Income	48,043	45,068	41,643	42,000	42,000	42,000	42,000	42,000
Total Gross Profit	480,734	454,907	426,759	470,421	475,988	475,593	475,593	475,593
Direct Losses	521	568	-275	-200	-200	-200	-200	-200
Personnel	116,917	117,242	122,305	125,363	128,497	131,709	135,002	138,377
Direct Expense	118,803	125,059	115,297	120,000	120,000	120,000	120,000	120,000
R&M Expense	18,259	21,848	34,324	22,000	22,000	22,000	22,000	22,000
Other Fixed Exp.	5,218	19,875	3,761	12,000	12,000	12,000	12,000	12,000
Interest Expense	99,253	78,233	81,582	53,028	39,771	35,794	32,215	28,993
Rent/Eq Lease	2,240	3,263	5,001	3,263	3,263	3,263	3,263	3,263
Total Expense	361,211	366,088	361,995	335,454	325,331	324,566	324,280	324,433
Net Profit/Loss	119,523	88,819	64,764	134,967	150,657	151,027	151,314	151,160
Depr/ Amort/Impair								
Interest Expense	99,253	78,233	81,582	65,266	48,949	47,970	47,011	46,071
EBITDA	218,776	167,052	146,346	200,233	199,607	198,997	198,325	197,231

Twin Star Energy LLC
Projections

Location	546							
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	1,843,662	1,758,626	1,729,558	1,750,000	1,800,000	1,800,000	1,800,000	1,800,000
** Fuel Sales **								
Fuel Sales	5,025,095	6,073,243	6,158,307	6,158,307	6,158,307	6,158,307	6,158,307	6,158,307
Cost of Sales	-4,595,927	-5,615,781	-5,738,955	(5,711,843)	(5,699,307)	(5,699,307)	(5,699,307)	(5,699,307)
Gross Profit	429,168	457,462	419,352	446,464	459,000	459,000	459,000	459,000
	0.233	0.260	0.242	0.255	0.255	0.255	0.255	0.255
** Inside Sales **								
Inside Sales	694,234	696,311	766,382	775,000	850,000	950,000	950,000	950,000
Cost of Sales	-469,194	-482,693	-531,092	(534,750)	(569,500)	(617,500)	(617,500)	(617,500)
Gross Profit	225,040	213,618	235,290	240,250	280,500	332,500	332,500	332,500
	0.324	0.307	0.307	0.31	0.33	0.35	0.35	0.35
** Car Wash **								
Car Wash Sales	14,805	14,950	10					
Car Wash Expense	-11,812	-11,060	-900					
Car Wash - Other	-200							
Gross Profit	2,793	3,890	-890					
Other Income	15,148	8,806	10,528	10,000	10,000	10,000	10,000	10,000
Total Gross Profit	672,149	683,776	664,280	696,714	749,500	801,500	801,500	801,500
Direct Losses	217	-194	189					
Personnel	127,115	128,236	142,730	143,000	143,000	145,000	145,000	145,000
Direct Expense	174,247	188,737	179,570	180,000	190,000	210,000	210,000	210,000
R&M Expense	37,694	22,872	22,249	23,000	23,000	23,000	23,000	23,000
Other Fixed Exp.	48,778	34,307	33,094	35,000	35,000	35,000	35,000	35,000
Interest Expense	111,573	85,778	90,585	58,880	44,160	39,744	35,770	32,193
Rent/Eq Lease	3,869	3,865	4,101	4,101	4,101	4,101	4,101	4,101
Total Expense	503,493	463,601	472,518	443,981	439,261	456,845	452,871	449,294
Net Profit/Loss	168,656	220,175	191,762	252,733	310,239	344,655	348,629	352,206
Depr/ Amort/Impair								
Interest Expense	111,573	85,778	90,585	72,468	54,351	53,264	52,199	51,155
EBITDA	280,229	305,953	282,347	325,201	364,590	397,919	400,828	403,361

Twin Star Energy LLC
Projections

Location								
	2010	2011	2012	2013	2014	2015	2016	2017
	<u>Actual</u>	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold	1,512,773	1,455,830	1,413,717	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000
** Fuel Sales **								
Fuel Sales	4,107,439	5,002,887	4,994,124	4,994,124	4,994,124	4,994,124	4,994,124	4,994,124
Cost of Sales	-3,762,342	-4,642,849	-4,702,651	(4,650,182)	(4,645,793)	(4,646,124)	(4,646,124)	(4,646,124)
Gross Profit	345,097	360,038	291,473	343,942	348,331	348,000	348,000	348,000
	0.228	0.247	0.206	0.237	0.240	0.24	0.24	0.24
** Inside Sales **								
Inside Sales	849,841	890,259	920,633	931,257	931,257	931,257	931,257	931,257
Cost of Sales	-579,983	-626,514	-652,010	(640,836)	(640,705)	(640,705)	(640,705)	(640,705)
Gross Profit	269,858	263,745	268,623	290,421	290,552	290,552	290,552	290,552
	0.318	0.296	0.292	0.312	0.312	0.312	0.312	0.312
** Car Wash **								
Car Wash Sales								
Car Wash Expense								
Car Wash - Other								
Gross Profit	0	0	0	0				
Other Income	131,844	125,538	126,565	127,000	127,000	127,000	127,000	127,000
Total Gross Profit	0	746,799	749,321	761,363	765,883	765,552	765,552	765,552
Direct Losses	641	738	627	0	0	0	0	0
Personnel	140,094	147,126	147,706	151,399	155,184	159,063	163,040	167,116
Direct Expense	155,260	168,553	162,739	160,000	160,000	160,000	160,000	160,000
R&M Expense	43,997	29,033	32,645	35,000	35,000	35,000	35,000	35,000
Other Fixed Exp.	-20,432	26,846	4,904	10,000	10,000	10,000	10,000	10,000
Interest Expense	116,814	92,101	96,062	62,440	46,830	42,147	37,932	34,139
Rent/Eq Lease	2,443	2,468	2,509	2,509	2,509	2,509	2,509	2,509
Total Expense	0	438,817	466,865	421,348	409,523	408,719	408,481	408,764
Net Profit/Loss	0	307,982	282,456	340,015	356,360	356,833	357,071	356,788
Depr/ Amort/Impair								
Interest Expense	116,814	92,101	96,062	76,850	57,637	56,484	55,355	54,248
EBITDA	424,796	374,557	335,531	416,865	413,997	413,317	412,426	411,036

Twin Star Energy LLC
Projections

Location	549							
	2010	2011	2012	2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold	1,274,194	1,211,998	1,159,523	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
** Fuel Sales **								
Fuel Sales	3,409,952	4,120,798	4,062,716	4,062,716	4,062,716	4,062,716	4,062,716	4,062,716
Cost of Sales	-3,159,193	-3,845,377	-3,831,874	(3,801,465)	(3,801,116)	(3,801,116)	(3,801,116)	(3,801,116)
Gross Profit	250,759	275,421	230,842	261,251	261,600	261,600	261,600	261,600
	0.197	0.227	0.199	0.218	0.218	0.218	0.218	0.218
** Inside Sales **								
Inside Sales	1,249,438	1,227,152	1,317,969	1,200,000	1,250,000	1,300,000	1,300,000	1,300,000
Cost of Sales	-944,334	-937,467	-991,676	(900,000)	(906,250)	(884,000)	(884,000)	(884,000)
Gross Profit	305,104	289,685	326,293	300,000	343,750	416,000	416,000	416,000
	0.244	0.236	0.248	0.25	0.275	0.32	0.32	0.32
** Car Wash **								
Car Wash Sales	78,130	83,070	80,667	82,000	82,000	82,000	82,000	82,000
Car Wash Expense	-17,016	-17,843	-15,806	-17,000	-17,000	-17,000	-17,000	-17,000
Car Wash - Other	-1,816	-1,864	-3,270	-2,000	-2,000	-2,000	-2,000	-2,000
Gross Profit	59,298	63,363	61,591	63,000	63,000	63,000	63,000	63,000
Other Income	36,287	32,927	33,487	33,487	33,487	33,487	33,487	33,487
Total Gross Profit	651,448	661,396	652,213	657,738	701,837	774,087	774,087	774,087
Direct Losses	641	272	246					
Personnel	128,781	126,236	140,468	142,000	175,000	180,000	180,000	180,000
Direct Expense	170,144	180,102	170,332	192,000	212,000	212,000	212,000	212,000
R&M Expense	19,891	23,301	23,636	24,000	24,000	24,000	24,000	24,000
Other Fixed Exp.	49,887	43,060	43,689	43,689	43,689	43,689	43,689	43,689
Interest Expense	129,483	104,318	106,954	69,520	52,140	46,926	42,233	38,010
Rent/Eq Lease	2,444	1,647	0					
Total Expense	501,271	478,936	485,325	471,209	506,829	506,615	501,922	497,699
Net Profit/Loss	150,177	182,460	166,888	186,529	195,008	267,472	272,165	276,388
Depr/ Amort/Impair								
Interest Expense	129,483	104,318	106,954	85,563	64,172	62,889	61,631	60,399
EBITDA	279,660	286,778	273,842	272,092	259,180	330,361	333,796	336,786

Twin Star Energy LLC
Projections

Location	701							
	2010	2011	2012					
	Actual	Prior Year	Actual	2013	2014	2015	2016	2017
Gas Gallons Sold		246,788	769,238	800,000	840,000	882,000	926,100	972,405
** Fuel Sales **								
Fuel Sales		824,292	2,640,524	2,640,524	2,640,524	2,640,524	2,640,524	2,640,524
Cost of Sales		-780,920	-2,534,738	(2,520,524)	(2,514,524)	(2,508,224)	(2,501,609)	(2,494,663)
Gross Profit	0	43,372	105,786	120,000	126,000	132,300	138,915	145,861
		0.176	0.138	0.15	0.15	0.15	0.15	0.15
** Inside Sales **								
Inside Sales		384,191	981,887	1,030,981	1,082,530	1,136,657	1,193,490	1,253,164
Cost of Sales		-265,528	-668,616	(701,067)	(729,192)	(758,232)	(788,197)	(819,095)
Gross Profit	0	118,663	313,271	329,914	353,338	378,425	405,293	434,069
		0.309	0.319	0.32	0.326	0.333	0.340	0.346
** Car Wash **								
Car Wash Sales								
Car Wash Expense								
Car Wash - Other								
Gross Profit	0	0	0					
Other Income		11,532	42,782	45,000	45,000	45,000	45,000	45,000
Total Gross Profit	0	173,567	461,839	494,914	524,338	555,725	589,208	624,930
Direct Losses		2,789	4,190					
Personnel		76,948	152,102	155,905	159,802	163,797	167,892	172,089
Direct Expense		62,200	189,432	190,000	190,000	190,000	190,000	190,000
R&M Expense		19,192	33,659	25,000	25,000	25,000	25,000	25,000
Other Fixed Exp.		5,091	9,910	8,000	8,000	8,000	8,000	8,000
Interest Expense		6,225	9,681	6,293	4,719	4,248	3,823	3,441
Rent/Eq Lease		23,114	46,650	46,650	46,650	46,650	46,650	46,650
Total Expense	0	195,559	445,624	431,847	434,172	437,695	441,365	445,180
Net Profit/Loss	0	-21,992	16,215	63,067	90,166	118,030	147,843	179,750
Depr/ Amort/Impair								
Interest Expense	0	6,225	9,681	7,745	5,809	5,692	5,579	5,467
EBITDA	0	-15,767	25,896	70,812	95,975	123,723	153,422	185,217

Twin Star Energy LLC
Projections

Location	705							
	2010	2011	2012	2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold	180,921	330,345	582,215	582,215	582,215	582,215	582,215	582,215
** Fuel Sales **								
Fuel Sales	490,910	1,102,842	2,014,989	2,014,989	2,014,989	2,014,989	2,014,989	2,014,989
Cost of Sales	(468,817)	(1,039,247)	(1,915,149)	(1,914,827)	(1,905,139)	(1,904,950)	(1,904,950)	(1,904,950)
Gross Profit	22,093	63,595	99,840	100,162	109,850	110,039	110,039	110,039
	0.122	0.193	0.171	0.172	0.189	0.189	0.189	0.189
** Inside Sales **								
Inside Sales	345,502	1,298,224	1,486,100	1,550,000	1,600,000	1,700,000	1,700,000	1,700,000
Cost of Sales	(227,466)	(854,818)	(978,848)	(1,023,000)	(1,045,120)	(1,098,649)	(1,086,622)	(1,074,354)
Gross Profit	118,036	443,406	507,252	527,000	554,880	601,351	613,378	625,646
	0.342	0.342	0.341	0.34	0.347	0.354	0.361	0.368
** Car Wash **								
Car Wash Sales								
Car Wash Expense								
Car Wash - Other								
Gross Profit	-	-	-					
Other Income	4,714	48,569	70,902	71,000	71,000	71,000	71,000	71,000
Total Gross Profit	144,843	555,570	677,994	698,162	735,730	782,390	794,417	806,684
Direct Losses	4,268	761	4,104	-	-	-	-	-
Personnel	61,504	166,779	179,027	205,000	210,000	220,000	220,000	220,000
Direct Expense	35,883	194,974	231,072	235,000	235,000	235,000	235,000	235,000
R&M Expense	10,194	61,263	37,357	30,000	30,000	30,000	30,000	30,000
Other Fixed Exp.	3,850	8,542	9,051	9,051	9,051	9,051	9,051	9,051
Interest Expense	5,001	21,980	15,493	10,070	7,553	6,798	6,118	5,506
Rent/Eq Lease	19,200	60,419	54,007	54,007	54,007	54,007	54,007	54,007
Total Expense	139,900	514,718	530,111	543,128	545,611	554,856	554,176	553,564
Net Profit/Loss	4,943	40,852	147,883	155,033	190,120	227,534	240,241	253,120
Depr/ Amort/Impair								
Interest Expense	5,001	21,980	15,493	12,394	9,296	9,110	8,928	8,749
EBITDA	9,944	62,832	163,376	167,428	199,415	236,644	249,169	261,870

Twin Star Energy LLC
Projections

Location	509/709							
	2010	2011	2012	2013	2014	2015	2016	2017
	Actual	Prior Year	Actual					
Gas Gallons Sold	2,141,330	1,919,014	1,936,416	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
** Fuel Sales **								
Fuel Sales	5,810,203	6,675,650	6,833,074	6,833,074	6,833,074	6,833,074	6,833,074	6,833,074
Cost of Sales	(5,328,206)	(6,227,175)	(6,414,146)	(6,362,984)	(6,356,349)	(6,357,074)	(6,357,074)	(6,357,074)
Gross Profit	481,997	448,475	418,928	470,090	476,725	476,000	476,000	476,000
	0.225	0.234	0.216	0.235	0.238	0.238	0.238	0.238
** Inside Sales **								
Inside Sales	1,440,956	1,790,435	2,588,223	2,717,634	2,853,516	2,996,192	3,146,001	3,303,301
Cost of Sales	(1,031,631)	(1,217,909)	(1,732,912)	(1,801,596)	(1,872,439)	(1,945,458)	(2,020,666)	(2,098,067)
Gross Profit	409,325	572,526	855,311	916,038	981,077	1,050,733	1,125,335	1,205,234
	0.284	0.320	0.330	0.337	0.344	0.351	0.358	0.365
** Car Wash **								
Car Wash Sales	88,056	75,309	71,068	75,000	75,000	75,000	75,000	75,000
Car Wash Expense	(13,277)	(12,996)	(12,811)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)
Car Wash - Other	(1,888)	(14,806)	(1,635)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)
Gross Profit	72,891	47,507	56,622	60,000	60,000	60,000	60,000	60,000
Other Income	31,114	10,669	64,853	64,853	64,853	64,853	64,853	64,853
Total Gross Profit	995,327	1,079,177	1,395,714	1,510,981	1,582,655	1,651,586	1,726,188	1,806,087
Direct Losses	(875)	(157)	(2,675)	(750)	(750)	(750)	(750)	(750)
Personnel	162,971	187,503	245,902	321,763	335,352	349,619	364,600	380,330
Direct Expense	214,320	248,834	456,707	470,000	484,100	498,623	513,582	528,989
R&M Expense	26,661	32,889	38,986	36,000	36,000	36,000	36,000	36,000
Other Fixed Exp.	29,081	28,380	28,465	29,000	29,000	29,000	29,000	29,000
Interest Expense	149,518	121,293	124,387	80,852	60,639	54,575	49,117	44,206
Rent/Eq Lease	2443	2468	2509	2509	2509	2509	2509	2509
Total Expense	584,119	621,210	894,281	939,374	946,849	969,576	994,058	1,020,284
Net Profit/Loss	411,208	457,967	501,433	571,607	635,806	682,010	732,130	785,803
Depr/ Amort/Impair								
Interest Expense	149,518	121,293	124,387	99,510	74,632	73,140	71,677	70,243
EBITDA	560,726	579,260	625,820	671,117	710,438	755,150	803,807	856,046

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Total CODO						
2011	2012	2013	2014	2015	2016	2017
11,115,034	10,657,324	10,525,393	10,657,324	13,369,519	13,625,519	14,711,645
32,569,516 (31,704,263)	31,186,712 (30,400,915)	31,186,712 (30,401,352)	31,186,712 (30,401,352)	44,785,740 (43,103,972)	46,246,740 (44,441,430)	47,848,188 (45,926,874)
865,253	785,797	785,360	785,360	1,681,768	1,805,310	1,921,314
7.78	7.37	7.46	7.37	12.58	13.25	13.06
212,178 (160,446)	111,119 (85,131)	111,119 (85,131)	111,119 (85,131)	4,480,000 (2,822,400)	4,928,000 (3,104,640)	5,420,000 (3,414,304)
51,732	25,988	25,988	25,988	1,657,600	1,823,360	2,005,696
0.275	0.275	0.275	0.31	0.31	0.31	0.31
31,069 (12,029) (3,646)	5,343 (2,528) -	22,756 (7,107) (3,646)	- - -	50,000 (12,500) -	55,000 (13,750) -	60,500 (15,125) -
15,394	2,815	12,003	-	37,500	41,250	45,375
1,091,146	1,044,305	1,091,146	1,044,305	1,020,194	1,015,408	920,684
2,023,525	1,858,905	1,914,497	1,855,653	4,397,062	4,685,328	4,893,069
1,907	(458)	(458)	(458)	-	-	-
50,086	54,059	54,059	54,059	582,000	635,200	693,720
54,207	49,748	52,501	46,139	681,161	744,237	812,098
57,149	69,927	61,627	69,927	64,506	104,506	134,506
212,546	222,701	225,803	222,701	212,675	212,675	212,675
341,807	382,492	269,622	229,576	207,420	188,587	172,579
209,803	201,135	202,808	201,135	101,448	101,448	101,448
927,505	979,604	865,962	823,079	1,849,210	1,986,653	2,127,026
1,096,020	879,301	1,048,535	1,032,574	2,547,852	2,698,675	2,766,043
341,807	382,492	269,622	229,576	207,420	188,587	172,579
1,437,827	1,261,793	1,318,157	1,262,150	2,755,272	2,887,262	2,938,622
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Twin Star Energy LLC
Projections

Location -	KGP CODO						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	8,944,890	8,355,249	8,355,249	8,355,249	11,067,444	11,323,444	11,603,124
*** Fuel Sales ***							
Fuel Sales	26,121,522	24,927,197	24,927,197	24,927,197	35,542,461	36,463,461	37,470,909
Cost of Sales	(25,440,022)	(24,322,669)	(24,285,307)	(24,285,307)	(34,236,315)	(35,063,773)	(35,988,217)
Gross Profit	681,500	604,528	641,890	641,890	1,306,146	1,399,688	1,482,692
	7.62	7.24	7.68	7.68	11.80	12.36	12.78
** Inside Sales							
Inside Sales	212,178	111,119	111,119	111,119	4,480,000	4,928,000	5,420,000
Cost of Sales	(160,446)	(85,131)	(85,131)	(85,131)	(2,822,400)	(3,104,640)	(3,414,304)
Gross Profit	51,732	25,988	25,988	25,988	1,657,600	1,823,360	2,005,696
** Car Wash **							
Car Wash Sales	13,656	5,343	5,343	-	50,000	55,000	60,500
Car Wash Expense	(7,450)	(2,528)	(2,528)	-	(12,500)	(13,750)	(15,125)
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	6,206	2,815	2,815	-	37,500	41,250	45,375
Other Income	871,176	883,225	871,176	883,225	859,114	854,328	759,604
Total G. P.	1,610,614	1,516,556	1,541,869	1,551,103	3,860,360	4,118,626	4,293,367
Direct Losses	1,907	(458)	(458)	(458)	-	-	-
Personnel	50,086	54,059	54,059	54,059	582,000	635,200	693,720
Direct Expense	52,601	47,634	50,895	44,025	679,047	742,123	809,984
R&M Expense	54,261	58,739	58,739	58,739	53,318	93,318	123,318
Other Fixed Exp.	161,400	174,657	174,657	174,657	164,631	164,631	164,631
Interest Expense	269,472	300,623	197,287	147,707	125,551	106,718	90,710
Rent/Eq Lease	208,130	201,135	201,135	201,135	101,448	101,448	101,448
Total Expense	795,950	836,847	736,772	680,322	1,705,995	1,843,438	1,983,811
Net Profit/Loss	814,664	679,709	805,097	870,781	2,154,365	2,275,188	2,309,556
Interest Expense	269,472	300,623	197,287	147,707	125,551	106,718	90,710
EBITDA	1,084,136	980,332	1,002,384	1,018,488	2,279,916	2,381,906	2,400,266
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Twin Star Energy LLC
Projections

KGS CODO						
2011	2012	2013	2014	2015	2016	2017
2,170,144	2,302,075	2,170,144	2,302,075	2,302,075	2,302,075	3,108,521
6,447,994 (6,264,241)	6,259,515 (6,078,246)	6,259,515 (6,116,045)	6,259,515 (6,116,045)	9,243,279 (8,867,657)	9,783,279 (9,377,657)	10,377,279 (9,938,657)
183,753	181,269	143,470	143,470	375,622	405,622	438,622
8.47	7.87	6.61	6.23	16.32	17.62	14.11
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
	0.275	0.275	0.31	0.31	0.31	0.31
17,413 (4,579) (3,646)	- - -	17,413 (4,579) (3,646)	- - -	- - -	- - -	- - -
219,970	161,080	219,970	161,080	161,080	161,080	161,080
403,723	342,349	363,440	304,550	536,702	566,702	599,702
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,606	2,114	1,606	2,114	2,114	2,114	2,114
2,888	11,188	2,888	11,188	11,188	11,188	11,188
51,146	48,044	51,146	48,044	48,044	48,044	48,044
72,335	81,869	72,335	81,869	81,869	81,869	81,869
1,673	-	1,673	-	-	-	-
129,648	143,215	129,648	143,215	143,215	143,215	143,215
274,075	199,134	233,792	161,335	393,487	423,487	456,487
72,335	81,869	72,335	81,869	81,869	81,869	81,869
346,410	281,003	306,127	243,204	475,356	505,356	538,356
=====	=====	=====	=====	=====	=====	=====

Twin Star Energy LLC
Projections

Location	Total						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	2,170,144	2,302,075	2,302,075	2,302,075	3,108,521	3,258,521	3,423,521
*** Fuel Sales ***							
Fuel Sales	6,447,994	6,259,515	6,259,515	6,259,515	9,243,279	9,783,279	10,377,279
Cost of Sales	(6,264,241)	(6,078,246)	(6,116,045)	(6,116,045)	(8,867,657)	(9,377,657)	(9,938,657)
Gross Profit	183,753	181,269	143,470	143,470	375,622	405,622	438,622
	0.085	0.079	0.062	0.062	0.121	0.124	0.128
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	17,413	-	-	-	-	-	-
Car Wash Expense	(4,579)	-	-	-	-	-	-
Car Wash - Other	(3,646)	-	-	-	-	-	-
Gross Profit	9,188	-	-	-	-	-	-
Other Income	219,970	161,080	161,080	161,080	161,080	161,080	161,080
Total G. P.	412,911	342,349	304,550	304,550	536,702	566,702	599,702
Direct Losses	-	-	-	-	-	-	-
Personnel	-	-	-	-	-	-	-
Direct Expense	1,606	2,114	2,114	2,114	2,114	2,114	2,114
R&M Expense	2,888	11,188	11,188	11,188	11,188	11,188	11,188
Other Fixed Exp.	51,146	48,044	48,044	48,044	48,044	48,044	48,044
Interest Expense	72,335	81,869	81,869	81,869	81,869	81,869	81,869
Rent/Eq Lease	1,673	-	-	-	-	-	-
Total Expense	129,648	143,215	143,215	143,215	143,215	143,215	143,215
Net Profit/Loss	283,263	199,134	161,335	161,335	393,487	423,487	456,487
Interest Expense	72,335	81,869	81,869	81,869	81,869	81,869	81,869
EBITDA	355,598	281,003	243,204	243,204	475,356	505,356	538,356

Twin Star Energy LLC
Projections

Location	8						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold							
*** Fuel Sales ***							
Fuel Sales							
Cost of Sales							
Gross Profit							
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit							
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit							
Other Income	61,270						
Total G. P.	61,270						
=====							
Direct Losses							
Personnel							
Direct Expense	356						
R&M Expense	390						
Other Fixed Exp.	3,721						
Interest Expense	13,847						
Rent/Eq Lease	1,522						
Total Expense	19,836						
Net Profit/Loss	41,434						
Interest Expense	13,847						
EBITDA	55,281						
=====							

Twin Star Energy LLC
Projections

Location	9						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	339,683	349,333	349,333	349,333	349,333	349,333	349,333
*** Fuel Sales ***							
Fuel Sales	983,056	1,039,759	1,039,759	1,039,759	1,039,759	1,039,759	1,039,759
Cost of Sales	(961,021)	(1,016,926)	(1,016,926)	(1,016,926)	(1,016,926)	(1,016,926)	(1,016,926)
Gross Profit	22,035	22,833	22,833	22,833	22,833	22,833	22,833
	0.065	0.065	0.0654	0.0654	0.0654	0.0654	0.0654
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income	54,000	55,752	55,752	55,752	55,752	55,752	55,752
Total G. P.	76,035	78,585	78,585	78,585	78,585	78,585	78,585
Direct Losses							
Personnel							
Direct Expense	935	1,798	1,798	1,798	1,798	1,798	1,798
R&M Expense	9,606	2,673	2,673	2,673	2,673	2,673	2,673
Other Fixed Exp.	9,571	9,571	9,571	9,571	9,571	9,571	9,571
Interest Expense	19,911	23,408	15,215	11,411	10,270	9,243	8,319
Rent/Eq Lease	151	-	-	-	-	-	-
Total Expense	40,174	37,450	29,257	25,453	24,312	23,285	22,361
Net Profit/Loss	35,861	41,135	49,328	53,132	54,273	55,300	56,224
Interest Expense	19,911	23,408	15,215	11,411	10,270	9,243	8,319
EBITDA	55,772	64,543	64,543	64,543	64,543	64,543	64,543

Twin Star Energy LLC
Projections

Location	12						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	415,979	723,105	723,105	723,105	723,105	723,105	723,105
*** Fuel Sales ***							
Fuel Sales	1,197,891	1,211,539	1,211,539	1,211,539	1,211,539	1,211,539	1,211,539
Cost of Sales	(1,178,015)	(1,191,154)	(1,191,154)	(1,191,154)	(1,191,154)	(1,191,154)	(1,191,154)
Gross Profit	19,876	20,385	20,385	20,385	20,385	20,385	20,385
	0.048	0.028	0.028	0.028	0.028	0.028	0.028
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income	30,000	29,295	29,295	29,295	29,295	29,295	29,295
Total G. P.	49,876	49,680	49,680	49,680	49,680	49,680	49,680
Direct Losses		-	-	-	-	-	-
Personnel							
Direct Expense	105	105	105	105	105	105	105
R&M Expense	(8,669)	7,781	(8,669)	(8,669)	(8,669)	(8,669)	(8,669)
Other Fixed Exp.	8,417	9,358	8,417	8,417	8,417	8,417	8,417
Interest Expense	12,444	14,615	9,500	6,175	4,014	2,609	1,696
Rent/Eq Lease							
Total Expense	12,297	31,859	9,353	6,028	3,867	2,462	1,549
Net Profit/Loss	37,579	17,821	40,327	43,652	45,813	47,218	48,131
Interest Expense	12,444	14,615	42,310	6,175	4,014	2,609	1,696
EBITDA	50,023	32,436	82,637	49,827	49,827	49,827	49,827

Twin Star Energy LLC
Projections

Location -	14						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	774,481	693,554	693,554	693,554	1,500,000	1,650,000	1,815,000
*** Fuel Sales ***							
Fuel Sales	2,416,236	2,416,236	2,416,236	2,416,236	5,400,000	5,940,000	6,534,000
Cost of Sales	(2,310,589)	(2,310,589)	(2,348,388)	(2,348,388)	(5,100,000)	(5,610,000)	(6,171,000)
Gross Profit	105,647	105,647	67,848	67,848	300,000	330,000	363,000
	0.136	0.152	0.098	0.098	0.200	0.200	0.200
** Inside Sales							
Inside Sales	229,457	-	-	-	1,440,000	1,584,000	1,742,000
Cost of Sales	(161,542)	-	-	-	(907,200)	(997,920)	(1,097,312)
Gross Profit	67,915	-	-	-	532,800	586,080	644,688
** Car Wash **							
Car Wash Sales	17,413				50,000	55,000	60,500
Car Wash Expense	(4,579)				(12,500)	(13,750)	(15,125)
Car Wash - Other	(3,646)						
Gross Profit	9,188	-	-	-	37,500	41,250	45,375
Other Income	52,729	91,049	91,049	91,049	-	-	-
Total G. P.	235,479	196,696	158,897	158,897	870,300	957,330	1,053,063
Direct Losses	(140)						
Personnel	61,140				194,000	208,400	224,240
Direct Expense	40,208	6,562	6,562	6,562	230,000	253,000	278,300
R&M Expense	5,813	2,650	2,650	2,650	-	15,000	25,000
Other Fixed Exp.	13,209	13,185	13,185	13,185	7,500	7,500	7,500
Interest Expense	27,654	32,478	21,111	15,833	14,250	12,825	11,542
Rent/Eq Lease	1,133						
Total Expense	149,017	54,875	43,508	38,230	445,750	496,725	546,582
Net Profit/Loss	86,462	141,821	115,389	120,667	424,550	460,605	506,481
Interest Expense	27,654	32,478	21,111	15,833	14,250	12,825	11,542
EBITDA	114,116	174,299	136,500	136,500	438,800	473,430	518,023

Twin Star Energy LLC
Projections

Location	15						
	2011	2012	2013	2014	2015	2016	2017
	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold							
*** Fuel Sales ***							
Fuel Sales							
Cost of Sales							
Gross Profit							
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit							
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit							
Other Income							
Total G. P.							
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense							
Net Profit/Loss							
Interest Expense	48,615						
EBITDA	48,615						

Twin Star Energy LLC
Projections

Location -	17						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	263,561	229,050	229,050	229,050	229,050	229,050	229,050
*** Fuel Sales ***							
Fuel Sales	755,837	679,411	679,411	679,411	679,411	679,411	679,411
Cost of Sales	(746,725)	(668,468)	(668,468)	(668,468)	(668,468)	(668,468)	(668,468)
Gross Profit	9,112	10,943	10,943	10,943	10,943	10,943	10,943
	0.035	0.048	0.048	0.048	0.048	0.048	0.048
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income	30,000	30,062	30,062	30,062	30,062	30,062	30,062
Total G. P.	39,112	41,005	41,005	41,005	41,005	41,005	41,005
Direct Losses							
Personnel			-	-	-	-	-
Direct Expense	210	106	314	314	314	314	314
R&M Expense	(366)	508	2,410	2,410	2,410	2,410	2,410
Other Fixed Exp.	17,172	16,658	16,500	16,500	16,500	16,500	16,500
Interest Expense	1,244	14,615	9,500	7,125	6,412	5,771	5,194
Rent/Eq Lease	-	-	-	-	-	-	-
Total Expense	18,260	31,887	28,724	26,349	25,636	24,995	24,418
Net Profit/Loss	20,852	9,118	12,281	14,656	15,369	16,010	16,587
Interest Expense	1,244	14,615	9,500	7,125	6,412	5,771	5,194
EBITDA	22,096	23,733	21,781	21,781	21,781	21,781	21,781

Twin Star Energy LLC
Projections

Location	18						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	376,440	307,033	307,033	307,033	307,033	307,033	307,033
*** Fuel Sales ***							
Fuel Sales	1,094,974	912,570	912,570	912,570	912,570	912,570	912,570
Cost of Sales	(1,067,891)	(891,109)	(891,109)	(891,109)	(891,109)	(891,109)	(891,109)
Gross Profit	27,083	21,461	21,461	21,461	21,461	21,461	21,461
	0.072	0.070	0.070	0.070	0.070	0.070	0.070
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income	44,700	45,971	45,971	45,971	45,971	45,971	45,971
Total G. P.	71,783	67,432	67,432	67,432	67,432	67,432	67,432
Direct Losses							
Personnel	-	-	-	-	-	-	-
Direct Expense	-	105	105	105	105	105	105
R&M Expense	1,927	226	226	226	226	226	226
Other Fixed Exp.	12,265	12,457	12,457	12,457	12,457	12,457	12,457
Interest Expense	24,889	29,231	19,000	12,350	11,115	10,004	9,003
Rent/Eq Lease	-	-	-	-	-	-	-
Total Expense	39,081	42,019	31,788	25,138	23,903	22,792	21,791
Net Profit/Loss	32,702	25,413	35,644	42,294	43,529	44,640	45,641
Interest Expense	24,889	29,231	19,000	12,350	11,115	10,004	9,003
EBITDA	57,591	54,644	54,644	54,644	54,644	54,644	54,644

Twin Star Energy LLC
Projections

Location	Total KGP						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	8,944,890	8,355,249	8,355,249	8,355,249	11,067,444	11,323,444	11,603,124
*** Fuel Sales ***							
Fuel Sales	26,121,522	24,927,197	24,927,197	24,927,197	35,542,461	36,463,461	37,470,909
Cost of Sales	(25,440,022)	(24,322,669)	(24,285,307)	(24,285,307)	(34,236,315)	(35,063,773)	(35,988,217)
Gross Profit	681,500	604,528	641,890	641,890	1,306,146	1,399,688	1,482,692
	0.076	0.072	0.077	0.077	0.118	0.124	0.128
** Inside Sales							
Inside Sales	212,178	111,119	111,119	111,119	4,480,000	4,928,000	5,420,000
Cost of Sales	(160,446)	(85,131)	(85,131)	(85,131)	(2,822,400)	(3,104,640)	(3,414,304)
Gross Profit	51,732	25,988	25,988	25,988	1,657,600	1,823,360	2,005,696
** Car Wash **							
Car Wash Sales	13,656	5,343	5,343	-	50,000	55,000	60,500
Car Wash Expense	(7,450)	(2,528)	(2,528)	-	(12,500)	(13,750)	(15,125)
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	12,412	2,815	2,815	-	37,500	41,250	45,375
Other Income	871,176	883,225	859,114	854,328	759,604	759,604	759,604
Total G. P.	1,616,820	1,516,556	1,529,807	1,522,206	3,760,850	4,023,902	4,293,367
Direct Losses	1,907	(458)	(458)	(458)	-	-	-
Personnel	50,086	54,059	54,059	54,059	582,000	635,200	693,720
Direct Expense	52,601	47,634	50,895	44,025	679,047	742,123	809,984
R&M Expense	54,261	58,739	58,739	58,739	53,318	93,318	123,318
Other Fixed Exp.	161,400	174,657	174,657	174,657	164,631	164,631	164,631
Interest Expense	269,472	300,623	197,287	147,707	125,551	106,718	90,710
Rent/Eq Lease	208,130	201,135	201,135	201,135	101,448	101,448	101,448
Total Expense	797,857	836,389	736,314	679,864	1,705,995	1,843,438	1,983,811
Net Profit/Loss	818,963	680,167	793,493	842,342	2,054,855	2,180,464	2,309,556
Interest Expense	269,472	300,623	197,287	147,707	125,551	106,718	90,710
EBITDA	1,088,435	980,790	990,780	990,049	2,180,406	2,287,182	2,400,266

Twin Star Energy LLC
Projections

Location	501						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	715,206	670,075	670,075	670,075	1,600,000	1,760,000	1,936,000
*** Fuel Sales ***							
Fuel Sales	2,072,658	2,002,035	2,002,035	2,002,035	5,760,000	6,336,000	6,969,600
Cost of Sales	(2,025,507)	(1,956,588)	(1,919,226)	(1,919,226)	(5,440,000)	(5,984,000)	(6,582,400)
Gross Profit	47,151	45,447	82,809	82,809	320,000	352,000	387,200
	0.0659	0.0678	0.1236	0.1236	0.2000	0.2000	0.2000
** Inside Sales							
Inside Sales					1,600,000	1,760,000	1,936,000
Cost of Sales					(1,008,000)	(1,108,800)	(1,219,680)
Gross Profit	-	-	-	-	592,000	651,200	716,320
** Car Wash **							
Car Wash Sales					50,000	55,000	60,500
Car Wash Expense					(12,500)	(13,750)	(15,125)
Car Wash - Other							
Gross Profit	-	-	-	-	37,500	41,250	45,375
Other Income	106,516	109,111	85,000	85,000	65,000	65,000	65,000
Total G. P.	153,667	154,558	167,809	167,809	1,014,500	1,109,450	1,213,895
Direct Losses							
Personnel					210,000	226,000	243,600
Direct Expense	1,078	2,555	2,555	2,555	275,000	302,500	332,750
R&M Expense	3,058	5,918	5,918	5,918	-	15,000	25,000
Other Fixed Exp.	906	988	988	988	7,500	7,500	7,500
Interest Expense	4,161	4,654	3,025	2,269	210,000	189,000	170,100
Rent/Eq Lease	97,200	97,200	97,200	97,200	-	-	-
Total Expense	106,403	111,315	109,686	108,930	702,500	740,000	778,950
Net Profit/Loss	47,264	43,243	58,123	58,879	312,000	369,450	434,945
Interest Expense	4,161	4,654	3,025	2,269	210,000	189,000	170,100
EBITDA	51,425	47,897	61,148	61,148	522,000	558,450	605,045

Twin Star Energy LLC
Projections

Location	503						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	1,021,699	930,886	930,886	930,886	930,886	930,886	930,886
*** Fuel Sales ***							
Fuel Sales	2,966,188	2,761,435	2,761,435	2,761,435	2,761,435	2,761,435	2,761,435
Cost of Sales	(2,895,710)	(2,698,576)	(2,698,576)	(2,698,576)	(2,698,576)	(2,698,576)	(2,698,576)
Gross Profit	70,478	62,859	62,859	62,859	62,859	62,859	62,859
	0.069	0.068	0.0675	0.0675	0.0675	0.0675	0.0675
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income	87,432	87,432	87,432	87,432	87,432	87,432	87,432
Total G. P.	157,910	150,291	150,291	150,291	150,291	150,291	150,291
Direct Losses							
Personnel							
Direct Expense	357	427	427	427	427	427	427
R&M Expense	12,988	12,139	12,139	12,139	12,139	12,139	12,139
Other Fixed Exp.	20,354	21,852	21,852	21,852	21,852	21,852	21,852
Interest Expense	39,530	44,220	28,743	21,557	19,402	17,461	15,715
Rent/Eq Lease			-	-	-	-	-
Total Expense	73,229	78,638	63,161	55,975	53,820	51,879	50,133
Net Profit/Loss	84,681	71,653	87,130	94,316	96,471	98,412	100,158
Interest Expense	22,123	22,123	22,123	25,983	22,123	25,983	25,983
EBITDA	106,804	93,776	109,253	120,299	118,594	124,395	126,141

Twin Star Energy LLC
Projections

Location	504						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	829,199	723,105	723,105	723,105	723,105	723,105	723,105
*** Fuel Sales ***							
Fuel Sales	2,388,049	2,127,554	2,127,554	2,127,554	2,127,554	2,127,554	2,127,554
Cost of Sales	(2,330,916)	(2,076,133)	(2,076,133)	(2,076,133)	(2,076,133)	(2,076,133)	(2,076,133)
Gross Profit	57,133	51,421	51,421	51,421	51,421	51,421	51,421
	0.069	0.071	0.071	0.071	0.071	0.071	0.071
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income	78,000	78,000	78,000	78,000	78,000	78,000	78,000
Total G. P.	135,133	129,421	129,421	129,421	129,421	129,421	129,421
Direct Losses		-	-	-	-	-	-
Personnel							
Direct Expense	414	450	450	450	450	450	450
R&M Expense	2,825	2,600	2,600	2,600	2,600	2,600	2,600
Other Fixed Exp.	18,897	20,275	20,275	20,275	20,275	20,275	20,275
Interest Expense	18,725	20,946	13,615	10,211	9,190	8,271	7,444
Rent/Eq Lease							
Total Expense	40,861	44,271	36,940	33,536	32,515	31,596	30,769
Net Profit/Loss	94,272	85,150	92,481	95,885	96,906	97,825	98,652
Interest Expense	42,310	20,946	42,310	10,211	9,190	8,271	7,444
EBITDA	136,582	106,096	134,791	106,096	106,096	106,096	106,096

Twin Star Energy LLC
Projections

Location	506						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	483,983	424,185	424,185	424,185	1,200,000	1,296,000	1,399,680
*** Fuel Sales ***							
Fuel Sales	1,644,874	1,468,336	1,468,336	1,468,336	4,320,000	4,665,000	5,038,848
Cost of Sales	(1,539,712)	(1,400,413)	(1,400,413)	(1,400,413)	(4,104,000)	(4,413,058)	(4,766,750)
Gross Profit	105,261	67,923	67,923	67,923	216,000	251,942	272,098
	0.217						
** Inside Sales							
Inside Sales	106,089	111,119	111,119	111,119	1,440,000	1,584,000	1,742,000
Cost of Sales	(80,223)	(85,131)	(85,131)	(85,131)	(907,200)	(997,920)	(1,097,312)
Gross Profit	25,866	25,988	25,988	25,988	532,800	586,080	644,688
** Car Wash **							
Car Wash Sales	6,828	5,343	5,343				
Car Wash Expense	(3,725)	(2,528)	(2,528)				
Car Wash - Other							
Gross Profit	3,103	2,815	2,815	-	-	-	-
Other Income	3,468	4,786	4,786				
Total G. P.	137,698	101,512	101,512	93,911	748,800	838,022	916,786
Direct Losses	1,907	(458)	(458)	(458)			
Personnel	50,086	54,059	54,059	54,059	178,000	195,800	215,380
Direct Expense	48,171	44,287	44,287	37,417	195,000	210,000	225,000
R&M Expense	14,015	11,954	11,954	11,954	15,000	25,000	35,000
Other Fixed Exp.	8,234	8,981	8,981	8,981	7,500	7,500	7,500
Interest Expense	7,327	7,377	5,164	3,615	80,000	72,000	64,800 #
Rent/Eq Lease	14,316	2,487	2,487	2,487			
Total Expense	144,056	128,687	126,474	118,055	475,500	510,300	547,680
Net Profit/Loss	(6,358)	(27,175)	(24,962)	(24,144)	273,300	327,722	369,106
Interest Expense	7,327	7,377	5,164	3,615	80,000	72,000	64,800
EBITDA	969	(19,798)	(19,798)	(20,529)	353,300	399,722	433,906

Twin Star Energy LLC
Projections

Location	508						
	2011	2012	2013	2014	2015	2016	2017
	<u>Prior Year</u>	<u>Actual</u>					
Gas Gallons Sold							
*** Fuel Sales ***							
Fuel Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	-	-	-	-	-	-	-
Interest Expense		-	-	-	-	-	-
EBITDA	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====

Twin Star Energy LLC
Projections

Location -	511						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold							
*** Fuel Sales ***							
Fuel Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
** Inside Sales							
Inside Sales	-	-	-	-			
Cost of Sales	-	-	-	-			
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-			
Car Wash Expense	-	-	-	-			
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-			
Other Income							
Total G. P.	-	-	-	-	-	-	-
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	-	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-	-
EBITDA	-	-	-	-	-	-	-

Twin Star Energy LLC
Projections

Location -	518						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	1,191,644	1,197,989	1,197,989	1,197,989	1,197,989	1,197,989	1,197,989
*** Fuel Sales ***							
Fuel Sales	3,451,738	3,534,979	3,534,979	3,534,979	3,534,979	3,534,979	3,534,979
Cost of Sales	(3,370,186)	(3,452,612)	(3,452,612)	(3,452,612)	(3,452,612)	(3,452,612)	(3,452,612)
Gross Profit	81,552	82,367	82,367	82,367	82,367	82,367	82,367
	0.068	0.069	0.069	0.069	0.069	0.069	0.069
** Inside Sales							
Inside Sales	106,089	-	-	-	-	-	-
Cost of Sales	(80,223)	-	-	-	-	-	-
Gross Profit	25,866	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	6,828	-	-	-	-	-	-
Car Wash Expense	(3,725)	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	3,103	-	-	-	-	-	-
Other Income	143,272	143,772	143,772	143,772	143,772	143,772	143,772
Total G. P.	253,793	226,139	226,139	226,139	226,139	226,139	226,139
Direct Losses							
Personnel	-	-	-	-	-	-	-
Direct Expense	384	1,256	1,256	1,256	1,256	1,256	1,256
R&M Expense	4,278	3,375	3,375	3,375	3,375	3,375	3,375
Other Fixed Exp.	18,422	19,678	19,678	19,678	19,678	19,678	19,678
Interest Expense	47,852	53,529	34,794	26,095	23,486	21,137	19,024
Rent/Eq Lease	-	-	-	-	-	-	-
Total Expense	70,936	77,838	59,103	50,404	47,795	45,446	43,333
Net Profit/Loss	182,857	148,301	167,036	175,735	178,344	180,693	182,806
Interest Expense	47,852	53,529	34,794	26,095	23,486	21,137	19,024
EBITDA	230,709	201,830	201,830	201,830	201,830	201,830	201,830

Twin Star Energy LLC
Projections

Location	519						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	561,090	593,545	593,545	593,545	1,600,000	1,600,000	1,600,000
*** Fuel Sales ***							
Fuel Sales	1,614,794	1,754,365	1,754,365	1,754,365	5,760,000	5,760,000	5,760,000
Cost of Sales	(1,575,469)	(1,713,353)	(1,713,353)	(1,713,353)	(5,440,000)	(5,414,400)	(5,386,752)
Gross Profit	39,325	41,012	41,012	41,012	320,000	345,600	373,248
	0.070	0.069	0.069	0.069	0.200	0.216	0.233
** Inside Sales							
Inside Sales					1,440,000	1,584,000	1,742,000
Cost of Sales					(907,200)	(997,920)	(1,097,312)
Gross Profit	-	-	-	-	532,800	586,080	644,688
** Car Wash **							
Car Wash Sales		-	-	-			
Car Wash Expense		-	-	-			
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	6,206	-	-	-			
Other Income	74,724	74,724	74,724	74,724			
Total G. P.	120,255	115,736	115,736	115,736	852,800	931,680	1,017,936
Direct Losses							
Personnel					194,000	213,400	234,740
Direct Expense	506	541	541	541	205,535	226,111	248,722
R&M Expense	2,925	2,549	2,549	2,549	-	15,000	25,000
Other Fixed Exp.	22,007	22,557	22,557	22,557	7,500	7,500	7,500
Interest Expense	41,610	46,547	30,256	22,692	180,000	162,000	145,800
Rent/Eq Lease	166	-	-	-	-	-	-
Total Expense	67,214	72,194	55,903	48,339	587,035	624,011	661,762
Net Profit/Loss	53,041	43,542	59,833	67,397	265,765	307,669	356,174
Interest Expense	41,610	46,547	30,256	22,692	180,000	162,000	145,800
EBITDA	94,651	90,089	90,089	90,089	445,765	469,669	501,974

Twin Star Energy LLC
Projections

Location	520						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	1,070,981	898,143	898,143	898,143	898,143	898,143	898,143
*** Fuel Sales ***							
Fuel Sales	3,105,822	2,658,506	2,658,506	2,658,506	2,658,506	2,658,506	2,658,506
Cost of Sales	(3,032,148)	(2,600,151)	(2,600,151)	(2,600,151)	(2,600,151)	(2,600,151)	(2,600,151)
Gross Profit	73,674	58,355	58,355	58,355	58,355	58,355	58,355
	0.069	0.065	0.065	0.065	0.065	0.065	0.065
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales			-	-	-	-	-
Car Wash Expense			-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit			-	-	-	-	-
Other Income	61,800	61,800	61,800	61,800	61,800	61,800	61,800
Total G. P.	135,474	120,155	120,155	120,155	120,155	120,155	120,155
Direct Losses							
Personnel							
Direct Expense	300	370	370	370	370	370	370
R&M Expense	1,717	5,993	5,993	5,993	5,993	5,993	5,993
Other Fixed Exp.	15,222	17,659	17,659	17,659	17,659	17,659	17,659
Interest Expense	4,161	4,655	3,026	2,269	2,042	1,838	1,654
Rent/Eq Lease	50,848	50,848	50,848	50,848	50,848	50,848	50,848
Total Expense	72,248	79,525	77,896	77,139	76,912	76,708	76,524
Net Profit/Loss	63,226	40,630	42,259	43,016	43,243	43,447	43,631
Interest Expense	4,161	4,655	3,026	2,269	2,042	1,838	1,654
EBITDA	67,387	45,285	45,285	45,285	45,285	45,285	45,285

Twin Star Energy LLC
Projections

Location -	535						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	779,022	667,629	667,629	667,629	667,629	667,629	667,629
*** Fuel Sales ***							
Fuel Sales	2,228,946	1,970,255	1,970,255	1,970,255	1,970,255	1,970,255	1,970,255
Cost of Sales	(2,177,259)	(1,926,482)	(1,926,482)	(1,926,482)	(1,926,482)	(1,926,482)	(1,926,482)
Gross Profit	51,687	43,773	43,773	43,773	43,773	43,773	43,773
	0.066	0.066	0.066	0.066	0.066	0.066	0.066
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income	120,000	120,000	120,000	120,000	120,000	120,000	120,000
Total G. P.	171,687	163,773	163,773	163,773	163,773	163,773	163,773
Direct Losses							
Personnel	-	-	-	-	-	-	-
Direct Expense	329	320	320	320	320	320	320
R&M Expense	2,142	1,281	1,281	1,281	1,281	1,281	1,281
Other Fixed Exp.	14,483	13,410	13,410	13,410	13,410	13,410	13,410
Interest Expense	41,610	46,547	30,256	22,692	20,422	18,380	16,542
Rent/Eq Lease	-	-	-	-	-	-	-
Total Expense	58,564	61,558	47,594	42,706	38,552	35,021	33,020
Net Profit/Loss	113,123	102,215	116,179	121,067	125,221	128,752	130,753
Interest Expense	41,610	46,547	32,583	27,695	23,541	20,010	18,009
EBITDA	154,733	148,762	148,762	148,762	148,762	148,762	148,762

Twin Star Energy LLC
Projections

Location -	536						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	819,296	884,765	884,765	884,765	884,765	884,765	884,765
*** Fuel Sales ***							
Fuel Sales	2,376,766	2,580,749	2,580,749	2,580,749	2,580,749	2,580,749	2,580,749
Cost of Sales	(2,321,855)	(2,522,808)	(2,522,808)	(2,522,808)	(2,522,808)	(2,522,808)	(2,522,808)
Gross Profit	54,911	57,941	57,941	57,941	57,941	57,941	57,941
	0.067	0.065	0.065	0.065	0.065	0.065	0.065
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit							
Other Income	54,000	54,000	54,000	54,000	54,000	54,000	54,000
Total G. P.	108,911	111,941	111,941	111,941	111,941	111,941	111,941
Direct Losses							
Personnel							
Direct Expense	513	(3,261)	-	-	-	-	-
R&M Expense	6,230	9,343	9,343	9,343	9,343	9,343	9,343
Other Fixed Exp.	20,055	24,315	24,315	24,315	24,315	24,315	24,315
Interest Expense	29,127	32,583	21,179	15,884	14,296	12,866	11,580
Rent/Eq Lease	-	-	-	-	-	-	-
Total Expense	55,925	62,980	54,837	49,542	47,954	46,524	45,238
Net Profit/Loss	52,986	48,961	57,104	62,399	63,987	65,417	66,703
Interest Expense	29,127	32,583	21,179	15,884	14,296	12,866	11,580
EBITDA	82,113	81,544	78,283	78,283	78,283	78,283	78,283

Twin Star Energy LLC
Projections

Location -	539						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	817,659	772,567	772,567	772,567	772,567	772,567	772,567
*** Fuel Sales ***							
Fuel Sales	2,361,568	2,291,317	2,291,317	2,291,317	2,291,317	2,291,317	2,291,317
Cost of Sales	(2,304,030)	(2,236,953)	(2,236,953)	(2,236,953)	(2,236,953)	(2,236,953)	(2,236,953)
Gross Profit	57,538	54,364	54,364	54,364	54,364	54,364	54,364
	0.070	0.070	0.070	0.070	0.070	0.070	0.070
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit							
Other Income	84,364	86,000	86,000	86,000	86,000	86,000	86,000
Total G. P.	141,902	140,364	140,364	140,364	140,364	140,364	140,364
Direct Losses							
Personnel							
Direct Expense	286	356	356	356	356	356	356
R&M Expense	2,714	1,999	1,999	1,999	1,999	1,999	1,999
Other Fixed Exp.	15,158	15,221	15,221	15,221	15,221	15,221	15,221
Interest Expense	27,047	30,256	21,179	15,884	14,296	12,866	11,580
Rent/Eq Lease	-	-	-	-	-	-	-
Total Expense	45,205	47,832	38,755	33,460	31,872	30,442	29,156
Net Profit/Loss	96,697	92,532	101,609	106,904	108,492	109,922	111,208
Interest Expense	27,047	30,256	21,179	15,884	14,296	12,866	11,580
EBITDA	123,744	122,788	122,788	122,788	122,788	122,788	122,788

Twin Star Energy LLC
Projections

Location -	541						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	655,111	592,360	592,360	592,360	592,360	592,360	592,360
*** Fuel Sales ***							
Fuel Sales	1,910,119	1,777,666	1,777,666	1,777,666	1,777,666	1,777,666	1,777,666
Cost of Sales	(1,867,230)	(1,738,600)	(1,738,600)	(1,738,600)	(1,738,600)	(1,738,600)	(1,738,600)
Gross Profit	42,889	39,066	39,066	39,066	39,066	39,066	39,066
	0.065	0.066	0.066	0.066	0.066	0.066	0.066
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit							
Other Income	57,600	63,600	63,600	63,600	63,600	63,600	63,600
Total G. P.	100,489	102,666	102,666	102,666	102,666	102,666	102,666
Direct Losses							
Personnel							
Direct Expense	263	333	333	333	333	333	333
R&M Expense	1,369	1,588	1,588	1,588	1,588	1,588	1,588
Other Fixed Exp.	7,662	9,721	9,721	9,721	9,721	9,721	9,721
Interest Expense	8,322	9,309	6,051	4,538	4,084	3,676	3,308
Rent/Eq Lease	45,600	50,600	50,600	50,600	50,600	50,600	50,600
Total Expense	63,216	71,551	68,293	66,780	66,326	65,918	65,550
Net Profit/Loss	37,273	31,115	34,373	35,886	36,340	36,748	37,116
Interest Expense	8,322	9,309	6,051	4,538	4,084	3,676	3,308
EBITDA	45,595	40,424	40,424	40,424	40,424	40,424	40,424

Twin Star Energy LLC
Projections

4

Location	Total						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	13,998,277	12,795,238	12,062,675	10,257,739	10,977,739	11,697,739	12,417,739
*** Fuel Sales ***							
Fuel Sales	36,409,115	36,254,717	37,141,538	30,332,900	32,420,900	34,508,900	36,596,900
Cost of Sales	(35,804,285)	(35,659,623)	(36,580,696)	(29,788,066)	(31,811,266)	(33,834,466)	(35,857,666)
Gross Profit	604,830	595,094	560,842	544,834	609,634	674,434	739,234
	0.043	0.047	0.046	0.053	0.056	0.058	0.060
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income	-	-	-	-	-	-	-
Total G. P.	604,830	595,094	560,842	544,834	609,634	674,434	739,234
Direct Losses	-	-	-	-	-	-	-
Personnel	-	-	-	-	-	-	-
Direct Expense	-	-	-	-	-	-	-
R&M Expense	-	-	-	-	-	-	-
Other Fixed Exp.	-	-	-	-	-	-	-
Interest Expense	-	-	-	-	-	-	-
Rent/Eq Lease	-	-	-	-	-	-	-
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	604,830	595,094	560,842	544,834	609,634	674,434	739,234
Interest Expense	-	-	-	-	-	-	-
EBITDA	604,830	595,094	560,842	544,834	609,634	674,434	739,234
Darby							

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Twin Star Energy LLC
Projections

Location	6						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	567,767	581,343	581,343	581,343	581,343	581,343	581,343
*** Fuel Sales ***							
Fuel Sales	1,716,948	1,822,276	1,822,276	1,822,276	1,822,276	1,822,276	1,822,276
Cost of Sales	(1,695,462)	(1,800,990)	(1,800,990)	(1,800,990)	(1,800,990)	(1,800,990)	(1,800,990)
Gross Profit	21,486	21,286	21,286	21,286	21,286	21,286	21,286
	0.038	0.037	0.0366	0.0366	0.0366	0.0366	0.0366
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	21,486	21,286	21,286	21,286	21,286	21,286	21,286
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	21,486	21,286	21,286	21,286	21,286	21,286	21,286
Interest Expense	-	-	-	-	-	-	-
EBITDA	21,486	21,286	21,286	21,286	21,286	21,286	21,286
Darby							

Twin Star Energy LLC
Projections

Location -	10						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	459,876	546,449	546,449	546,449	546,449	546,449	546,449
*** Fuel Sales ***							
Fuel Sales	1,366,492	1,669,851	1,669,851	1,669,851	1,669,851	1,669,851	1,669,851
Cost of Sales	(1,336,598)	(1,633,377)	(1,649,956)	(1,649,956)	(1,649,956)	(1,649,956)	(1,649,956)
Gross Profit	29,894	36,474	19,895	19,895	19,895	19,895	19,895
	0.065	0.067	0.0364	0.0364	0.0364	0.0364	0.0364
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income	89,400	90,020	90,020	90,020	90,020	90,020	90,020
Total G. P.	119,294	126,494	109,915	109,915	109,915	109,915	109,915
Direct Losses			-				
Personnel							
Direct Expense	325	360	360	360	360	360	360
R&M Expense	2,409	2,621	2,621	2,621	2,621	2,621	2,621
Other Fixed Exp.	13,697	13,578	13,578	13,578	13,578	13,578	13,578
Interest Expense	19,931	23,408	23,408	23,408	23,408	23,408	23,408
Rent/Eq Lease						-	-
Total Expense	36,362	39,967	39,967	39,967	39,967	39,967	39,967
Net Profit/Loss	82,932	86,527	69,948	69,948	69,948	69,948	69,948
Interest Expense	19,931	23,408	23,408	23,408	23,408	23,408	23,408
EBITDA	102,863	109,935	93,356	93,356	93,356	93,356	93,356
Darby							

Twin Star Energy LLC
Projections

Location	229						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	1,263,331	1,059,747	1,263,331	1,263,331	1,263,331	1,263,331	1,263,331
*** Fuel Sales ***							
Fuel Sales	3,731,657	3,162,640	3,731,657	3,731,657	3,731,657	3,731,657	3,731,657
Cost of Sales	(3,642,580)	(3,108,958)	(3,642,580)	(3,642,580)	(3,642,580)	(3,642,580)	(3,642,580)
Gross Profit	89,077	53,682	89,077	89,077	89,077	89,077	89,077
	0.071	0.051	0.071	0.071	0.071	0.071	0.071
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	89,077	53,682	89,077	89,077	89,077	89,077	89,077
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	89,077	53,682	89,077	89,077	89,077	89,077	89,077
Interest Expense	-	-	-	-	-	-	-
EBITDA	89,077	53,682	89,077	89,077	89,077	89,077	89,077
Darby							

Twin Star Energy LLC
Projections

Location	230						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	1,100,570	895,478	895,478	-	-	-	-
*** Fuel Sales ***							
Fuel Sales	3,177,981	2,593,864	2,593,864	-	-	-	-
Cost of Sales	(3,150,254)	(2,562,423)	(2,584,906)	-	-	-	-
Gross Profit	27,727	31,441	8,958	-	-	-	-
	0.025	0.035	0.010	#DIV/0!			
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	27,727	31,441	8,958	-	-	-	-
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	27,727	31,441	8,958	-	-	-	-
Interest Expense	-	-	-	-	-	-	-
EBITDA	27,727	31,441	8,958	-	-	-	-
Darby							

Twin Star Energy LLC
Projections

Location	231						
	2011	2012	2013	2014	2015	2016	2017
	Prior Year	Actual					
Gas Gallons Sold	711,386	622,486	622,486	-	-	-	-
*** Fuel Sales ***							
Fuel Sales	2,032,557	1,784,019	1,784,019	-	-	-	-
Cost of Sales	(2,013,388)	(1,761,385)	(1,777,012)	-	-	-	-
Gross Profit	19,169	22,634	7,007	-	-	-	-
	0.027	0.036	0.011				
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	19,169	22,634	7,007	-	-	-	-
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	19,169	22,634	7,007	-	-	-	-
Interest Expense	-	-	-	-	-	-	-
EBITDA	19,169	22,634	7,007	-	-	-	-
Darby							

Twin Star Energy LLC
Projections

Location	232						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	924,653	229,050	229,050	-	-	-	-
*** Fuel Sales ***							
Fuel Sales	2,655,621	1,968,240	1,968,240	-	-	-	-
Cost of Sales	(2,633,138)	(1,943,013)	(1,960,587)	-	-	-	-
Gross Profit	22,483	25,227	7,653	-	-	-	-
	0.024	0.110	0.033	#DIV/0!	0.000		
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	22,483	25,227	7,653	-	-	-	-
Direct Losses			-				
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	22,483	25,227	7,653	-	-	-	-
Interest Expense	-	-	-	-	-	-	-
EBITDA	22,483	25,227	7,653	-	-	-	-
Darby							

Twin Star Energy LLC
Projections

Location -	234						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	1,143,421	748,961	748,961	-	-	-	-
*** Fuel Sales ***							
Fuel Sales	3,296,998	2,169,395	2,169,395	-	-	-	-
Cost of Sales	(3,267,713)	(2,144,663)	(2,165,994)	-	-	-	-
Gross Profit	29,285	24,732	3,401	-	-	-	-
	0.026	0.033	0.005	#DIV/0!			
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	29,285	24,732	3,401	-	-	-	-
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	29,285	24,732	3,401	-	-	-	-
Interest Expense	-	-	-	-	-	-	-
EBITDA	29,285	24,732	3,401	-	-	-	-
Darby							

Twin Star Energy LLC
Projections

Location	235						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	1,186,634	748,961	748,961	-	-	-	-
*** Fuel Sales ***							
Fuel Sales	3,403,852	2,469,120	2,469,120	-	-	-	-
Cost of Sales	(3,372,920)	(2,436,931)	(2,436,931)	-	-	-	-
Gross Profit	30,932	32,189	32,189	-	-	-	-
	0.026	0.043	0.043	#DIV/0!			
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	30,932	32,189	32,189	-	-	-	-
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	30,932	32,189	32,189	-	-	-	-
Interest Expense	-	-	-	-	-	-	-
EBITDA	30,932	32,189	32,189	-	-	-	-
Darby							

Twin Star Energy LLC
Projections

Location	309						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	978,387	995,266	995,266	995,266	995,266	995,266	995,266
*** Fuel Sales ***							
Fuel Sales	2,850,964	2,850,964	2,850,964	2,850,964	2,850,964	2,850,964	2,850,964
Cost of Sales	(2,820,079)	(2,820,079)	(2,820,079)	(2,820,079)	(2,820,079)	(2,820,079)	(2,820,079)
Gross Profit	30,885	30,885	30,885	30,885	30,885	30,885	30,885
	0.032	0.031	0.031	0.031	0.031	0.031	0.031
** Inside Sales	-	-	-	-	-	-	-
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income	-	-	-	-	-	-	-
Total G. P.	30,885	30,885	30,885	30,885	30,885	30,885	30,885
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	30,885	30,885	30,885	30,885	30,885	30,885	30,885
Interest Expense	-	-	-	-	-	-	-
EBITDA	30,885	30,885	30,885	30,885	30,885	30,885	30,885
Darby							

Twin Star Energy LLC
Projections

Location	811						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	844,384	760,212	844,384	844,384	844,384	844,384	844,384
*** Fuel Sales ***							
Fuel Sales	2,442,029	2,250,411	2,442,029	2,442,029	2,442,029	2,442,029	2,442,029
Cost of Sales	(2,404,214)	(2,217,283)	(2,404,214)	(2,404,214)	(2,404,214)	(2,404,214)	(2,404,214)
Gross Profit	37,815	33,128	37,815	37,815	37,815	37,815	37,815
*** Inside Sales	0.045	0.044	0.045	0.045	0.045	0.045	0.045
Inside Sales							
Cost of Sales							
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales		-					
Car Wash Expense		-					
Car Wash - Other		-					
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	37,815	33,128	37,815	37,815	37,815	37,815	37,815
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	37,815	33,128	37,815	37,815	37,815	37,815	37,815
Interest Expense	-	-	-	-	-	-	-
EBITDA	37,815	33,128	37,815	37,815	37,815	37,815	37,815
Darby							

Twin Star Energy LLC
Projections

Location	502						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	1,220,026	1,052,554	1,052,554	1,052,554	1,052,554	1,052,554	1,052,554
*** Fuel Sales ***							
Fuel Sales	3,535,417	3,127,738	3,127,738	3,127,738	3,127,738	3,127,738	3,127,738
Cost of Sales	(3,448,599)	(3,053,149)	(3,044,957)	(3,044,957)	(3,044,957)	(3,044,957)	(3,044,957)
Gross Profit	86,818	74,589	82,781	82,781	82,781	82,781	82,781
	0.071	0.071	0.079	0.079	0.079	0.079	0.079
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	86,818	74,589	82,781	82,781	82,781	82,781	82,781
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	86,818	74,589	82,781	82,781	82,781	82,781	82,781
Interest Expense	-	-	-	-	-	-	-
EBITDA	86,818	74,589	82,781	82,781	82,781	82,781	82,781
Darby			82781	82781	82781	82781	82781

Twin Star Energy LLC
Projections

Location	507						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	759,689	698,418	698,418	698,418	698,418	698,418	698,418
*** Fuel Sales ***							
Fuel Sales	2,182,797	2,055,808	2,055,808	2,055,808	2,055,808	2,055,808	2,055,808
Cost of Sales	(2,138,586)	(2,015,226)	(2,013,479)	(2,013,479)	(2,013,479)	(2,013,479)	(2,013,479)
Gross Profit	44,211	40,582	42,329	42,329	42,329	42,329	42,329
	0.058	0.058	0.061	0.061	0.061	0.061	0.061
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	44,211	40,582	42,329	42,329	42,329	42,329	42,329
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	44,211	40,582	42,329	42,329	42,329	42,329	42,329
Interest Expense	-	-	-	-	-	-	-
EBITDA	44,211	40,582	42,329	42,329	42,329	42,329	42,329

Darby

Twin Star Energy LLC
Projections

Location	517						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	892,719	773,975	773,975	773,975	773,975	773,975	773,975
*** Fuel Sales ***							
Fuel Sales	2,588,660	2,292,663	2,292,663	2,292,663	2,292,663	2,292,663	2,292,663
Cost of Sales	(2,534,722)	(2,245,758)	(2,238,716)	(2,238,716)	(2,238,716)	(2,238,716)	(2,238,716)
Gross Profit	53,938	46,905	53,947	53,947	53,947	53,947	53,947
	0.060	0.061	0.070	0.070	0.070	0.070	0.070
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	53,938	46,905	53,947	53,947	53,947	53,947	53,947
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	53,938	46,905	53,947	53,947	53,947	53,947	53,947
Interest Expense	-	-	-	-	-	-	-
EBITDA	53,938	46,905	53,947	53,947	53,947	53,947	53,947
Darby							

Twin Star Energy LLC
Projections

Location -	533						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	277,819	244,342	244,342	244,342	244,342	244,342	244,342
*** Fuel Sales ***							
Fuel Sales	833,266	744,686	744,686	744,686	744,686	744,686	744,686
Cost of Sales	(813,836)	(725,783)	(742,746)	(742,746)	(742,746)	(742,746)	(742,746)
Gross Profit	19,430	18,903	1,940	1,940	1,940	1,940	1,940
	0.070	0.077	0.008	0.008	0.008	0.008	0.008
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	19,430	18,903	1,940	1,940	1,940	1,940	1,940
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	19,430	18,903	1,940	1,940	1,940	1,940	1,940
Interest Expense	-	-	-	-	-	-	-
EBITDA	19,430	18,903	1,940	1,940	1,940	1,940	1,940
Darby							

Twin Star Energy LLC
Projections

Location	538						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	446,489	422,038	422,038	422,038	422,038	422,038	422,038
*** Fuel Sales ***							
Fuel Sales	1,290,063	1,249,254	1,249,254	1,249,254	1,249,254	1,249,254	1,249,254
Cost of Sales	(1,258,830)	(1,219,818)	(1,218,021)	(1,218,021)	(1,218,021)	(1,218,021)	(1,218,021)
Gross Profit	31,233	29,436	31,233	31,233	31,233	31,233	31,233
	0.070	0.070	0.074	0.074	0.074	0.074	0.074
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	31,233	29,436	31,233	31,233	31,233	31,233	31,233
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	31,233	29,436	31,233	31,233	31,233	31,233	31,233
Interest Expense	-	-	-	-	-	-	-
EBITDA	31,233	29,436	31,233	31,233	31,233	31,233	31,233
Darby							

Twin Star Energy LLC
Projections

Location	542						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold							
*** Fuel Sales ***							
Fuel Sales							
Cost of Sales							
Gross Profit							
** Inside Sales							
Inside Sales							
Cost of Sales							
Gross Profit							
** Car Wash **							
Car Wash Sales							
Car Wash Expense							
Car Wash - Other							
Gross Profit							
Other Income							
Total G. P.							
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense							
Net Profit/Loss							
Interest Expense							
EBITDA							
Darby							

Twin Star Energy LLC
Projections

Location	547						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	657,427	136,031	657,427	657,427	657,427	657,427	657,427
*** Fuel Sales ***							
Fuel Sales	1,898,568	1,772,382	1,898,568	1,898,568	1,898,568	1,898,568	1,898,568
Cost of Sales	(1,852,356)	(1,728,162)	(1,852,356)	(1,852,356)	(1,852,356)	(1,852,356)	(1,852,356)
Gross Profit	46,212	44,220	46,212	46,212	46,212	46,212	46,212
	0.070	0.325	0.070	0.070	0.070	0.070	0.070
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	46,212	44,220	46,212	46,212	46,212	46,212	46,212
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	46,212	44,220	46,212	46,212	46,212	46,212	46,212
Interest Expense	-	-	-	-	-	-	-
EBITDA	46,212	44,220	46,212	46,212	46,212	46,212	46,212
Darby							

Twin Star Energy LLC
Projections

Location	551						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	362,163	356,494	356,494	356,494	356,494	356,494	356,494
*** Fuel Sales ***							
Fuel Sales	1,048,391	1,061,342	1,061,342	1,061,342	1,061,342	1,061,342	1,061,342
Cost of Sales	(1,019,695)	(1,032,761)	(1,032,646)	(1,032,646)	(1,032,646)	(1,032,646)	(1,032,646)
Gross Profit	28,696	28,581	28,696	28,696	28,696	28,696	28,696
	0.079	0.080	0.080	0.080	0.080	0.080	0.080
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	28,696	28,581	28,696	28,696	28,696	28,696	28,696
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	28,696	28,581	28,696	28,696	28,696	28,696	28,696
Interest Expense	-	-	-	-	-	-	-
EBITDA	28,696	28,581	28,696	28,696	28,696	28,696	28,696
Darby							

Twin Star Energy LLC
Projections

Location	552						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	201,536	247,277	247,277	247,277	247,277	247,277	247,277
*** Fuel Sales ***							
Fuel Sales	574,310	731,766	731,766	731,766	731,766	731,766	731,766
Cost of Sales	(557,992)	(714,207)	(715,448)	(715,448)	(715,448)	(715,448)	(715,448)
Gross Profit	16,318	17,559	16,318	16,318	16,318	16,318	16,318
	0.081	0.071	0.066	0.066	0.066	0.066	0.066
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	16,318	17,559	16,318	16,318	16,318	16,318	16,318
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	16,318	17,559	16,318	16,318	16,318	16,318	16,318
Interest Expense	-	-	-	-	-	-	-
EBITDA	16,318	17,559	16,318	16,318	16,318	16,318	16,318

Darby

Twin Star Energy LLC
Projections

Location	555						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	-	556,172	556,172	556,172	556,172	556,172	556,172
*** Fuel Sales ***							
Fuel Sales	-	1,704,405	1,704,405	1,704,405	1,704,405	1,704,405	1,704,405
Cost of Sales	-	(1,679,405)	(1,679,405)	(1,679,405)	(1,679,405)	(1,679,405)	(1,679,405)
Gross Profit	-	25,000	25,000	25,000	25,000	25,000	25,000
		0.045	0.045	0.045	0.045	0.045	0.045
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	-	25,000	25,000	25,000	25,000	25,000	25,000
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	-	25,000	25,000	25,000	25,000	25,000	25,000
Interest Expense	-	-	-	-	-	-	-
EBITDA	-	25,000	25,000	25,000	25,000	25,000	25,000
Darby							

Twin Star Energy LLC
Projections

Location	-	556						
		2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	-	1,119,984	1,119,984	1,119,984	1,119,984	1,119,984	1,119,984	1,119,984
*** Fuel Sales ***								
Fuel Sales	-	3,294,708	3,294,708	3,294,708	3,294,708	3,294,708	3,294,708	3,294,708
Cost of Sales	-	(3,269,708)	(3,269,708)	(3,269,708)	(3,269,708)	(3,269,708)	(3,269,708)	(3,269,708)
Gross Profit	-	25,000	25,000	25,000	25,000	25,000	25,000	25,000
		0.022	0.022	0.022	0.022	0.022	0.022	0.022
** Inside Sales								
Inside Sales	-	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-	-
** Car Wash **								
Car Wash Sales	-	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-	-
Other Income								
Total G. P.	-	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Direct Losses								
Personnel								
Direct Expense								
R&M Expense								
Other Fixed Exp.								
Interest Expense								
Rent/Eq Lease								
Total Expense	-	-	-	-	-	-	-	-
Net Profit/Loss	-	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Interest Expense	-	-	-	-	-	-	-	-
EBITDA	-	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Darby								

Twin Star Energy LLC
Projections

Location	New Dealers						
	2011	2012	2013	2014	2015	2016	2017
Gas Gallons Sold	-	-	-	1,440,000	2,160,000	2,880,000	3,600,000
*** Fuel Sales ***							
Fuel Sales	-	-	-	4,176,000	6,264,000	8,352,000	10,440,000
Cost of Sales	-	-	-	(4,132,800)	(6,156,000)	(8,179,200)	(10,202,400)
Gross Profit	-	-	-	43,200	108,000	172,800	237,600
				0.030	0.050	0.060	0.066
** Inside Sales							
Inside Sales	-	-	-	-	-	-	-
Cost of Sales	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
** Car Wash **							
Car Wash Sales	-	-	-	-	-	-	-
Car Wash Expense	-	-	-	-	-	-	-
Car Wash - Other	-	-	-	-	-	-	-
Gross Profit	-	-	-	-	-	-	-
Other Income							
Total G. P.	-	-	-	43,200	108,000	172,800	237,600
Direct Losses							
Personnel							
Direct Expense							
R&M Expense							
Other Fixed Exp.							
Interest Expense							
Rent/Eq Lease							
Total Expense	-	-	-	-	-	-	-
Net Profit/Loss	-	-	-	43,200	108,000	172,800	237,600
Interest Expense	-	-	-	-	-	-	-
EBITDA	-	-	-	43,200	108,000	172,800	237,600
Darby							

**Schedule 7.1
to
Operating Services Agreement
dated April 30, 2013
by and between
Twin Star Energy, LLC
and
K & G Petroleum LLC**

CONVENIENCE STORES/GAS STATIONS

The Operator and its Affiliates may lease, own and/or operate the Convenience Stores/Gas Stations listed below:

<u>City Stop</u>			
<u>#</u>	<u>7/11 #'s</u>	<u>Address</u>	
1	1607-39606A	5095 S. Decatur Blvd. 971 S. Boulder	Las Vegas
2	1608-39603A	Highway	Las Vegas
3	1608-39602A	1680 W. Sunset Road 3320 Las Vegas Blvd.	Las Vegas
4	1608-39601A	North 1200 N. Town Center	Las Vegas
5	1607-39600A	Drive	Las Vegas
6	1607-39605A	3250 N. Durango 7591 N. Cimarron	Las Vegas
7	1608-39599A	Road	Las Vegas
8	1607-39598A	3970 N. Tenaya way 6515 E. Lake Mead	Las Vegas
9	1608-39597A	Blvd.	Las Vegas
10	1607-39607A	7009 Aliante Pkwy	Las Vegas
12	1608-39604A	6495 S. Pecos Road	Las Vegas

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