

12-27-2004

Tab settings =&gt;=&gt;=&gt;

To the Honorable Commissioner of

102913305

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Cornerstone Propane Operating LLC  
7426 US 42, Suite 101  
Florence, KY 41042

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State:  
☒ Other LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyances:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 20, 2004

2. Name and address of receiving party(ies):

Name: GMAC Commercial Finance LLC

Internal Address: \_\_\_\_\_

Street Address: 1290 6th AvenueCity: New York State: NY ZIP: 10104

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

See attached Schedule A

B. Trademark registration No.(s)

See attached Schedule A

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Hahn & Hessen, LLPInternal Address: ATTN: Neri Calderon12/27/2004 6TOM11 00000009 242360301 FC:0521 40.00 OP  
02 FC:0522 400.00 OPStreet Address: 488 Madison AvenueCity: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: \_\_\_\_\_

17

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$ 440.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*Matthew J. McAlpine

Name of Person Signing

Signature

December 22, 2004

Date

Total number of pages including coversheet, attachments and document: \_\_\_\_\_

Mail documents to be recorded with required coversheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

# SCHEDULE A

Mark	Country/State	App/Reg. No.	App./Reg. Date
<b>U.S. FEDERAL</b>			
CORNERSTONE	U.S. Federal	2,423,603	1/23/2001
CORNERSTONE	U.S. Federal	2,308,026	1/11/2000
A CORNERSTONE PARTNER	U.S. Federal	75/455721	3/24/1998
Design only (Coast Energy logo)	U.S. Federal	2,337,138	4/04/2000
CORNERSTONE PROPANE	U.S. Federal	2,188,322	9/08/1998
SYNERGY GAS	U.S. Federal	1,482,979	4/05/1988
SYNERGY GAS	U.S. Federal	1,482,978	4/05/1988
Design only (Chevrons)	U.S. Federal	1,482,977	4/05/1988
<b>U.S. STATE</b>			
INTERSTATE GAS SERVICE and Design	U.S. State Idaho	17470	03/24/03
DURAN PROPANE	U.S. State New Mexico	TN95081403	8/14/95
ADOBE PROPANE	U.S. State New Mexico	TN95082403	8/14/95
<b>EUROPE</b>			
A CORNERSTONE PARTNER	European Community	913,335	5/20/2000
CORNERSTONE PROPANE	European Community	922,401	12/21/1999
<b>MEXICO</b>			
A CORNERSTONE PARTNER	Mexico	623,787	9/22/1999
A CORNERSTONE PARTNER	Mexico	623,786	9/22/1999
A CORNERSTONE PARTNER	Mexico	596,519	12/14/1998
CORNERSTONE PROPANE	Mexico	615,914	06/25/99

## Domain Names

<b>Domain Name</b>
cornerstonepropane.com
coastenergy.com
teamcno.com

# TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 20<sup>th</sup> day of December, 2004, by and between CORNERSTONE PROPANE OPERATING LLC, a limited liability company organized under the laws of the State of Delaware having a mailing address at 7426 US 42, Suite 101, Florence, KY 41042 ("Grantor") and GMAC COMMERCIAL FINANCE LLC, as agent for Lenders (as defined below) having a mailing address at 1290 Avenue of the Americas, 3<sup>rd</sup> Floor, New York, New York 10104 ("Agent").

## BACKGROUND

Grantor, various other Loan Parties and Agent have entered into a Loan and Security Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") with the various financial institutions named therein or which hereafter become a party thereto (each a "Lender" and collectively, "Lenders") and Agent providing for financial accommodations by Agent to Grantor and the other Loan Parties. In order to induce Agent and Lenders to execute and deliver the Loan Agreement, Grantor agreed to execute and deliver to Agent for its benefit and for the ratable benefit of Lenders this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement").

NOW, THEREFORE, in consideration of the premises, Grantor and Agent hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean the trademark license agreements of Grantor designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-102(a)(64) of the UCC, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

RECORD & RETURN TO: 440 -  
**UCC** Direct Services SAC  
187 Wolf Road, Suite 101  
Albany, NY 12205 3456795

“Trademarks” shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Grantor.

2. Grant of Security Interest. To secure the payment and performance of the Obligations, Grantor hereby grants and conveys to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to (a), the entire right, title and interest of Grantor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b), all of Grantor’s right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all Accounts, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and,

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing; provided, however, all Excluded Property referenced in clauses (c), (d) and (e) of the definition of Excluded Property is expressly excluded from the security interest granted and conveyed pursuant to this paragraph 2. All of the property referred to in this paragraph 2 is hereafter collectively called the “Collateral”; provided, however, that the Collateral shall expressly exclude all Excluded Property referenced in clauses (c), (d) and (e) of the definition of Excluded Property.

3. Representations and Warranties. Grantor covenants and warrants that:

(a) There is no outstanding claim, or to the knowledge of Grantor, threatened claim that the use of any of the Collateral violates the rights of any third person;

(b) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons) other than liens under clauses

(a),(e),(f), (g),(j), (k) and (l) of the definition of Permitted Encumbrances, except for the Licenses disclosed on Schedule I attached hereto;

(c) Grantor has the right to enter into this Agreement and perform its terms;

(d) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice, where necessary, in connection with its use of the Collateral; and

(e) Grantor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in its manufacture of products sold under the Trademarks (other than the Excluded Property referenced in clauses (c), (d) and (e) of such definition).

(f) None of the Trademarks referenced on Schedule A constitute Excluded Property.

4. Right of Inspection. Grantor hereby grants to Agent and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto as provided in Section 5.14 of the Loan Agreement. Grantor shall use its best efforts (provided, however, that best efforts shall not require the expenditure of sums that is disproportionate to the benefit received from such best efforts) to do any and all acts required by Agent to ensure Grantor's compliance with paragraph 3(e) above.

5. New Trademarks.

(a) If, before the Obligations (other than obligations in respect of indemnification and expense reimbursement obligations under the Loan Agreement to the extent such obligations are not yet due and payable and claims with respect thereto have not been asserted) shall have been indefeasibly paid in full, Grantor shall obtain rights to any new Trademarks (other than the Excluded Property referenced in clauses (c), (d) and (e) of such definition) or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension or continuation in part of any Trademark (other than the Excluded Property referenced in clauses (c), (d) and (e) of such definition) or any improvement on any Trademark (other than the Excluded Property referenced in clauses (c), (d) and (e) of such definition), the provisions of paragraph 2 shall automatically apply thereto and Grantor shall give Agent prompt written notice thereof.

(b) Grantor grants Agent a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement.

6. Covenants. Grantor covenants and agrees with Agent that from and after the date of this Agreement and until the Obligations (other than obligations in respect of indemnification and expense reimbursement obligations under the Loan Agreement to the extent such obligations are not yet due and payable and claims with respect thereto have not been asserted) are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC with respect to the liens and security interests granted hereby. Grantor also hereby authorizes Agent to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Agent hereunder, duly endorsed in a manner satisfactory to Agent.

(b) Maintenance of Trademarks. Grantor will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, or will otherwise diminish in value, and shall notify Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur, in each case except as would not reasonably be expected to have a Material Adverse Effect. Grantor shall take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses, in each case except as would not reasonably be expected to have a Material Adverse Effect.

(c) Indemnification. (A) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Agent or any Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Grantor will indemnify and keep Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Agent or any Lender.

(d) Limitation of Liens on Collateral. Grantor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right (other than liens under clauses (a), (e), (f), (g), (j), (k) and (l) of the definition of Permitted Encumbrances), in or to the

Collateral, and will defend the right, title and interest of Agent in and to any of Grantor's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Grantor will not amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral; provided, however, Grantor may terminate any Licenses that are of de minimus value and are not necessary or reasonably desirable to operate its business.

(f) Notices. Grantor will advise Agent promptly, in reasonable detail, (i) of any lien (other than liens under clauses (a), (e), (f), (g), (j), (k) and (l) of the definition of Permitted Encumbrances) or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Except as expressly permitted by Section 7.3(A) of the Loan Agreement, Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose (other than by the grant of a lien under clauses (a), (e), (f), (g), (j), (k) and (l) of the definition of Permitted Encumbrances) of any of the Collateral, without prior written consent of Agent.

(h) Exercise of Rights; Delivery of Notices. Grantor shall (i) exercise promptly and diligently each and every right which it may have under each License (other than any right of termination) except as would not reasonably be expected to have a Material Adverse Effect and (ii) deliver to Agent a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark (other than the Excluded Property referenced in clauses (c), (d) and (e) of such definition) in accordance with Section 12 hereof.

## 7. Agent's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Agent's discretion while an Event of Default is continuing, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Grantor, to do the following:

(i) To ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License

and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent reasonably deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable so long as any Commitments under the Loan Agreement shall be in effect and until indefeasible payment in full, in cash, of all Obligations (other than unliquidated and contingent indemnity obligations under this Agreement or the Loan Agreement that are not yet due and payable) and termination of all Lender Letters of Credit under the Loan Agreement. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may reasonably deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Grantor also authorizes Agent to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.



8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor shall execute and deliver to Agent, in the form of Exhibit I hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks (other than the Excluded Property referenced in clauses (c), (d) and (e) of such definition) pursuant to paragraph 7 hereof.

9. Performance by Agent of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Agreement, shall after notice to Grantor itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Agent incurred in connection with such performance or compliance shall be payable by Grantor to Agent on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Grantor under or in connection with any of the Collateral shall be held by Grantor in trust for Agent and Lenders, shall be segregated from other funds of Grantor and shall forthwith upon receipt by Grantor, be turned over to Agent, in the same form as received by Grantor (duly indorsed by Grantor to Agent, if required); and

(ii) Any and all such payments so received by Agent (whether from Grantor or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations in such order as Agent shall elect. Any balance of such payments held by Agent and remaining after payment in full of all the Obligations (other than obligations in respect of indemnification and expense reimbursement obligations under the Loan Agreement to the extent such obligations are not yet due and payable and claims with respect thereto have not been asserted) shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent and Lenders may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Lenders are entitled. Grantor shall also be liable for the reasonable fees of any attorneys employed by Agent and Lenders to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent and Lenders with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.

11. Termination. At such time as the Obligations (other than unliquidated and contingent indemnity obligations under this Agreement or the Loan Agreement that are not yet due and payable) are satisfied in full and the Loan Agreement is terminated, this Agreement shall

terminate and Agent shall execute and deliver to Grantor all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantor full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

12. Notices. Any notice to Agent or Grantor under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

13. No Waiver. No course of dealing between Grantor, Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Agent's and Lenders' rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, all future holders of the Obligations and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

18. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

19. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.


20. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

21. Precedence. The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Loan Agreement. In the event of any conflict or duplication between the terms of this Agreement and the Loan Agreement, the terms of this Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

CORNERSTONE PROPANE OPERATING LLC

By:   
Name: LEONARD H. YORK  
Title: CHIEF FINANCIAL OFFICER

GMAC COMMERCIAL FINANCE LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

CORNERSTONE PROPANE OPERATING LLC

By: \_\_\_\_\_

Name:

Title:

GMAC COMMERCIAL FINANCE LLC, as Agent

By:  \_\_\_\_\_

Name: Gregg Wise

Title: Managing Director

STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )

SS:

On the 22<sup>nd</sup> day of November, 2004, before me personally came  
Leonard H. York to me known, who being by me duly sworn, did depose and say  
s/he is the C.F.O. of Cornerstone Propane Operating LLC, the limited liability  
company described in and which executed the foregoing instrument; and that s/he signed her/his  
name thereto by order of the board of directors of said corporation.

Robert J. Tan  
Notary Public  
My Commission Expires:

ROBERT J. TAN  
NOTARY PUBLIC, State of New York  
No. 01TA6063307  
Qualified in Nassau County  
Commission Expires August 27, 2005

STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )

SS:

On the \_\_\_ day of \_\_\_, 200\_\_\_, before me personally came  
\_\_\_ to me known, who being by me duly sworn, did depose and say  
s/he is the \_\_\_ of GMAC Commercial Finance LLC, the limited liability company  
described in and which executed the foregoing instrument; and that s/he signed her/his name  
thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )

SS:

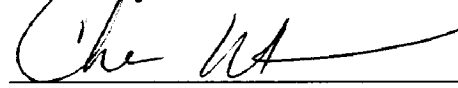
On the \_\_\_\_ day of \_\_\_\_\_, 200\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say s/he is the \_\_\_\_\_ of Cornerstone Propane Operating LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )

SS:

On the 2~~nd~~ day of December, 2007, before me personally came Gregg Wise to me known, who being by me duly sworn, did depose and say s/he is the Managing Director of GMAC Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

  
Notary Public  
My Commission Expires:

CHERI M. WILLIAMS  
NOTARY PUBLIC, State of New York  
No. 01WI6045079  
Qualified in Kings County  
Commission Expires July 24, 2008

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**SCHEDULE I**

**LICENSES**

NONE

1183065

RECORDED: 12/27/2004

TRADEMARK  
REEL: 003096 FRAME: 0923