

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION**

----- X
In re: : Chapter 11
EVANS OIL COMPANY LLC, :
Debtor. : Case No. 11-01515
: Judge David H. Adams
:

----- X
In re: : Chapter 11
KCWL, LLC, :
Debtor. : Case No. 11-01519
: Judge David H. Adams
:

----- X
In re: : Chapter 11
LONG EQUIPMENT FINANCE, LLC, :
Debtor. : Case No. 11-01520
: Judge David H. Adams
:

----- X
In re: : Chapter 11
LONG PETROLEUM PRODUCTS LLC, :
Debtor. : Case No. 11-01521
: Judge David H. Adams
:

----- X
In re: : Chapter 11
LONG RUN, LLC, :
Debtor. : Case No. 11-01522
: Judge David H. Adams
:

----- X

In re: : Chapter 11
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 OCTANE, LLC, : Case No. 11-01523
 :
 Debtor. : Judge David H. Adams
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In re: : Chapter 11
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 RML, LLC, : Case No. 11-01524
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 Debtor. : Judge David H. Adams
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APPLICATION OF DEBTORS AND DEBTORS-IN-POSSESSION FOR ENTRY OF AN ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF THE GARDEN CITY GROUP, INC. AS CLAIMS, NOTICING AND BALLOTING AGENT
NUNC PRO TUNC AS OF THE PETITION DATE

Evans Oil Company LLC (“Evans”), KCWL, LLC (“KCWL”), Long Equipment Finance, LLC (“Long Equipment”), Long Petroleum Products LLC (“Long Petroleum”), Long Run, LLC (“Long Run”), Octane, LLC (“Octane”), and RML, LLC (“RML” and together with Evans, KCWL, Long Equipment, Long Petroleum, Long Run and Octane, the “Debtors”), the debtors and debtors-in-possession in the above-captioned Chapter 11 cases (the “Cases”), by and through their undersigned proposed counsel, hereby apply (the “Application”) pursuant to 28 U.S.C. § 156(c) and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for the entry of an order authorizing and approving the retention of The Garden City Group, Inc. (“GCG”) as claims, noticing and balloting agent for Debtors. In support of this Application, Debtors submit the *Declaration of Emily S. Gottlieb in Support of the Application of Debtors and Debtors-in-Possession for Entry of an Order Authorizing Employment and Retention of The Garden City Group, Inc. as Claims, Noticing and Balloting Agent Nunc Pro Tunc as of the*

Petition Date (the “Gottlieb Declaration”), a copy of which is attached hereto as Exhibit A and incorporated by reference herein, and respectfully state as follows:

BACKGROUND

1. On the date hereof (the “Petition Date”), Debtors commenced the Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Debtors have concurrently filed a motion seeking to jointly administer their estates.

2. Debtors are continuing in possession of their properties and assets and are operating and managing their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee of unsecured creditors has been appointed in the Cases.

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

Debtors and Debtors’ Businesses

4. Evans, a Florida limited liability company located in Naples, Florida, is a distributor of bulk oil, gas, diesel and lubricant products.

5. KCWL, a Florida limited liability company located in Naples, Florida, owns certain real estate leased to Evans.

6. Long Equipment, a Florida limited liability company located in Naples, Florida, is an equipment leasing company which leases all of its equipment to Evans.

7. Long Petroleum, a Florida limited liability company located in Naples, Florida, leases and operates a convenience store and service station.

8. Long Run, a Florida limited liability company located in Naples, Florida, owns that certain warehouse building and improvements on Exchange Avenue, which is leased to Evans.

9. Octane, a Florida limited liability company located in Naples, Florida, owns and charters that certain vessel known as "Octane".

10. RML, a Florida limited liability company located in Naples, Florida, is a leasing company which leases all of its vehicles and equipment to Evans.

11. Long Equipment, Octane and RML each is owned by Randy M. Long as its sole member. Evans, Long Petroleum and Long Run each is owned by The Randy M. Long Revocable Trust U/A Dated January 3, 2000 as its sole member. KCWL is owned by The Randy M. Long Irrevocable Trust Dated April 9, 2009 as the sole member.

12. Randy M. Long is the manager of each of the Debtors.

13. Evans, and its affiliates, own and operate a business which provides hundreds of customers, including Chevron-franchised service stations, retailers, agricultural producers, marinas, golf courses, schools, cities, counties and other municipalities with their requirements of various petroleum products.

14. Evans' customers are located throughout southwest and south Florida.

15. As of January 27, 2011, Evans, KCWL, Long Equipment, Long Petroleum, Long Run, Octane and RML reported assets of approximately \$32,378,782.75 and liabilities of approximately \$44,149,619.94 (excluding standby letters of credit).

16. Evans' principal working capital and secured lender is Fifth Third Bank, which pursuant to that certain Amended and Restated Credit Agreement entered into as of April 16,

2010 provides various credit facilities to Evans. Presently, Evans owes Fifth Third Bank approximately \$34,000,000.

17. Evans also is obligated under secured debt obligations to Northern Trust, NA secured by certain land, buildings and other real property improvements. Presently, Evans owes Northern Trust approximately \$719,000.

18. RML and Long Equipment also have financed certain vehicles and other equipment through several equipment lenders and lessors. Presently, RML and Long Equipment together owe such lenders and lessors approximately \$2,800,000.

19. Evans is substantially current with its suppliers, taxes, payroll and other creditors.

20. Following the execution of the Fifth Third Bank Amended and Restated Credit Agreement, Evans requested and obtained, overdraft protection from Fifth Third Bank to cover the payment of items presented for payment in excess of the credit available under the Amended and Restated Credit Agreement. At the time of the filing the net amount of these overdrafts is approximately \$1,653,000.

21. In 2010, Debtors transported over 50 million gallons of petroleum products, generated revenues of approximately \$120,000,000 and EBIDTA in excess of \$3,500,000.

22. In order to continue their operations, Debtors now seek chapter 11 protection.

RELIEF REQUESTED

23. Debtors seek entry of an order authorizing the appointment of GCG as the official claims, noticing, and balloting agent to (a) maintain, process and docket claims and interests filed in these Cases; (b) provide case information and transmit notices to appropriate parties as required by the Bankruptcy Code and the Bankruptcy Rules; (c) assist in the preparation of Debtors' schedules and statements of financial affairs (the "Schedules"); (d) assist Debtors with the dissemination of solicitation materials relating to a plan of reorganization; (e) assist Debtors

in the process of receiving and tabulating ballots submitted in connection therewith; and (f) other applicable tasks as agreed to by GCG and Debtors. Debtors believe that GCG is well-qualified to serve in this capacity and that GCG's retention is in the best interests of Debtors' respective estates and their creditors.

FACTS SPECIFIC TO RETENTION OF GCG

24. Debtors have identified in excess of two hundred (200) entities or persons to which notice must be given for various purposes. Such a large number of parties makes utilization of an outside claims and noticing agent necessary and appropriate in these Cases.

25. Pursuant to the engagement letter attached as Exhibit 1 to the Gottlieb Declaration (the "Engagement Letter"), GCG may provide the following services to Debtors:

- (a) prepare and serve notices required in the Cases;
- (b) receive, record and maintain copies of all proofs of claim and proofs of interest filed in the Cases;
- (c) create and maintain the official claims registers;
- (d) receive and record all transfers of claims pursuant to Bankruptcy Rule 3001(e);
- (e) maintain an up-to-date mailing list for all entities who have filed proofs of claim and/or requests for notices in the Cases;
- (f) assist Debtors and their counsel with the administrative management, reconciliation and resolution of claims;
- (g) mail and tabulate ballots for purposes of plan voting;
- (h) assist with the preparation and maintenance of Schedules and other master lists and databases of creditors, assets and liabilities;
- (i) assist with the production of reports, exhibits and schedules of information for use by Debtors, Debtors' counsel, Debtors' other professionals or to be delivered to the Court, the Clerk's Office, the United States Trustee or third parties;
- (j) provide other technical and document management services of a similar nature requested by Debtors or the Clerk's office;

- (k) facilitate or perform distributions, if requested; and
- (l) maintain a call center and website for the benefit of Debtors' creditors and other parties in interest.

26. Debtors believe that the employment of GCG as claims and noticing agent will (a) relieve the clerk's office of a significant administrative burden; (b) avoid delays in processing proofs of claim and interests; (c) substantially reduce legal fees that would be otherwise incurred in connection with (i) the retrieval of proof of claim copies from the clerk's office, (ii) responding to numerous claim-related inquiries, and (iii) serving of notices; and (d) substantially reduce costs of notice to parties and provide an efficient medium to communicate case information. In addition, Debtors' management and professionals will coordinate responsibilities with GCG to ensure that no unnecessary duplication of services occurs.

27. GCG is well-qualified to perform claims processing and the various services set forth in the Engagement Letter. GCG specializes in providing administrative services and data processing services to Chapter 11 debtors in connection with administration and reconciliation of claims, as well as administration of plan of reorganization balloting.

PROPOSED FEE ARRANGEMENT

28. As compensation for the services provided, GCG will bill Debtors in accordance with the amounts and procedures set forth in the Engagement Letter. In an effort to reduce the administrative expenses related to GCG's retention, no fee application or other filing with this Court will be required. The prices set forth in the Engagement Letter are at least as favorable as those charged by GCG to other Chapter 11 debtors for similar services.

29. On January 28, 2011, GCG received prepetition retainer of \$10,000 to cover prepetition services on, at which time GCG began working for Debtors pursuant to the terms of the Engagement Letter.

30. The customary hourly rates, subject to periodic adjustments, charged by the professionals anticipated to be assigned to this Case are as follows:

Title	Hourly Rate
Administrative & Data Entry	\$45 - \$55 per hour
Mailroom and Claims Control	\$55 per hour
Customer Service Representatives	\$57 per hour
Project Administrators	\$70 - \$85 per hour
Quality Assurance Staff	\$80 - \$125 per hour
Project Supervisors	\$95 - \$110 per hour
Systems & Technology Staff	\$100 - \$200 per hour
Graphic Support for web site	\$125 per hour
Project Managers	\$125 - \$175 per hour
Directors, Sr. Consultants and Asst. VP	\$200 - \$295 per hour
Vice President and above	\$295 per hour ¹

31. GCG will comply with all requests of the clerk of the Court and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. §156(c).

GCG'S DISINTERESTEDNESS

32. To the best of Debtors' collective knowledge, and as disclosed in the Gottlieb Declaration, the officers and employees of GCG: (a) do not have any adverse connection with Debtors, Debtors' creditors or any other party in interest or their respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee; and (b) do not hold or represent an interest adverse to Debtors' respective estates.

33. To the best of Debtors' knowledge, GCG is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that its officers and employees:

- (a) are not creditors, equity security holders, or insiders of any of Debtors;

¹Expert services provided by Vice President Jeff Stein in connection with solicitation (including of public securities) and tabulation will be at a rate of \$310 per hour.

- (b) are not and were not investment bankers for any outstanding security of any of Debtors;
- (c) have not been, within three (3) years before the date of filing of Debtors' chapter 11 petition, (i) investment bankers for a security of Debtors, or (ii) an attorney for such investment banker in connection with the offer, sale, or issuance of a security of Debtors; and
- (d) were not, within two (2) years before the date of filing of Debtors' chapter 11 petitions, a director, officer, or employee of Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

34. Upon information and belief, GCG, in connection with its appointment as notice, claims, and balloting agent in these Cases:

- (a) is not and will not be employed by any federal or state agency (the "Government") and will not seek any compensation from the Government;
- (b) by accepting employment in these Cases, it waives any right to receive compensation from the Government for any work performed pursuant to this retention;
- (c) is not an agent of the Government and is not acting on behalf of the Government;
- (d) will not misrepresent any fact to the public; and
- (e) will not employ any past or present employees of Debtors for work involving these Cases.

35. GCG has reviewed the lists of Debtors' general unsecured creditors, Debtors' lenders, and other known parties in interest in these Cases and has identified that it does not represent any of the listed parties. If any new facts or relations are discovered, GCG will supplement its disclosure to the Court.

INDEMNIFICATION PROVISION

36. The Engagement Letter provides that Debtors shall indemnify and hold GCG, its officers, employees and agents harmless against any losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) resulting from action

taken or permitted by GCG in good faith with due care and without negligence in reliance upon instructions or orders received from Debtors as to anything arising in connection with its performance under the Engagement Letter, except with respect to breaches under Section 6.1 “Confidentiality”. The Engagement Letter also provides that, except with respect to certain breaches of confidentiality (which are more fully described in the Engagement Letter), (i) GCG shall be without liability to Debtors with respect to any performance or non-performance, in accordance with the terms of the Engagement Letter or instructions properly received pursuant thereto, if done in good faith and without negligence or willful or wanton misconduct; and (2) GCG’s liability to Debtors for any losses or damages, whether direct or indirect, arising out of the Engagement Letter shall not exceed the total amount billed or billable to Debtors for the portion of the particular work which gave rise to the loss or damage; and (3) in no event shall GCG be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in the Engagement Letter.

37. Debtors request that the indemnification provisions of the Engagement Letter be approved.

BASIS FOR RELIEF

38. The relief requested herein is appropriate under 28 U.S.C. §156(c) which governs staffing and expenses of the Court and states in pertinent part:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid out of the assets of the estate and are not charged to the United States.

28 U.S.C. §156(c).

39. GCG has provided identical or substantially similar services in many other Chapter 11 cases and in a variety of other jurisdictions. *See, e.g., In re Bearing Point, Inc.*, Case No. 09-10691 (Bankr. S.D.N.Y.); *In re R.H. Donnelley Corporation, et al.*, Case No. 09-11833 (Bankr. D. Del.); *In re Philadelphia Newspapers, LLC, et al.*, No. 09-11204 (Bankr. E.D. Pa.); *In re Motors Liquidation Company*, No. 06-50026 (Bankr. S.D.N.Y.); *In re Sencorp*, No. 09-12869 (Bankr. S.D. Ohio); *In re Atrium Corporation*, No. 10-10150 (Bankr. D. Del.).

40. The preceding indemnification procedures are a “market” term of consideration for professional services provided to Chapter 11 debtors and the procedures are in substantially the same form as the indemnification procedures that were negotiated with certain United States Trustees and approved by courts in the following cases: *In re Techneglas, Inc.*, Case No. 04-62788 (Bankr. S.D. Ohio); *In re Excello Engineered Systems, LLC*, Case No. 08-51424 (Bankr. N.D. Ohio); *In re CEP Holdings, LLC*, No. 06-51848 (Bankr. N.D. Ohio); *In re Enron Corp.*, No. 01-16034 (Bankr. S.D.N.Y.); *In re Global Crossing Ltd.*, No. 02-40188 (Bankr. S.D.N.Y.); *In re Worldcom, Inc.*, No. 02-13533 (Bankr. S.D.N.Y.); *In re Hayes Lemmerz Int’l, Inc.*, No. 01-11508 (Bankr. D. Del.); and *In re Mpower Holding Corp.*, No. 02-11047 (Bankr. D. Del.); *In re Exide Techs.*, Case No. 02-11125 (JCA) (Bankr. D. Del. August 21, 2002); *In re United Artists Theatre Co.*, Case No. 00-03514 (SLR) (Bankr. D. Del. Sept. 7, 2000); *In re Ameriserve Food Distribution, Inc.*, Case No. 00-0358 (PJW) (Bankr. D. Del. May 9, 2000).

41. The terms and conditions of the Engagement Letter, including the indemnification provisions contained therein, were negotiated by Debtors and GCG at arm’s length and in good faith. Debtors respectfully submit that the indemnification provisions contained in the Engagement Letter, viewed in conjunction with the other terms of GCG’s proposed retention, are reasonable and in the best interests of Debtors, their respective estates and creditors.

NOTICE

42. Notice of this Application has been provided to (i) the Office of the United States Trustee for Region XXI; (ii) each of Debtors' secured lenders; (iii) counsel for Fifth Third Bank; (iv) the additional creditors identified on each Debtor's list of twenty (20) largest unsecured creditors; (v) other known claimants having liens or security interests in property of Debtors; (vi) the Internal Revenue Service; and (vii) the United States Department of Justice. In light of the nature of the relief requested, Debtors submit that no other or further notice is necessary.

NO PRIOR REQUEST

43. No prior request for the relief sought in this Application has been made to this or any other Court.

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CONCLUSION

WHEREFORE, Debtors respectfully requests that the Court enter an Order, substantially in the form attached hereto as Exhibit B, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: January 30, 2011
Naples, Florida

/s/ Randy M. Long
Randy M. Long
Manager and Authorized Officer of behalf of
each Debtor

Respectfully submitted,

/s/ John S. Sarrett
John S. Sarrett (FL Bar No. 0812811)
HAHN LOESER & PARKS LLP
800 Laurel Oak Drive, Suite 600
Naples, FL 34108
Telephone: (239) 254-2900
Facsimile: (239) 254-7716
E-mail: jsarrett@hahnlaw.com

and

Lawrence E. Oscar (OH Bar No. 0022696)
Daniel A. DeMarco (OH Bar No. 0038920)
Christopher B. Wick (OH Bar No. 0073126)
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dademarco@hahnlaw.com
cwick@hahnlaw.com
eladky@hahnlaw.com

Proposed Counsel to the Debtors

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION

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In re: : Chapter 11
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LONG RUN, LLC, : Case No. 11-01522
: :
Debtor. : Judge David H. Adams
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----- X

Date. Except as otherwise indicated, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

2. The services my company proposes to render to the Clerk of the Court (the "Clerk") and Debtors as noticing and balloting agent and custodian of court records are set forth in the Engagement Letter attached hereto as Exhibit 1.

3. GCG specializes in providing administrative services and consulting and data processing services to Chapter 11 debtors in connection with administration and reconciliation of claims as well as administration of plan of reorganization balloting. GCG has provided identical or substantially similar services to other Chapter 11 debtors in this and other jurisdictions. *See, e.g., In re Bearing Point, Inc.*, Case No. 09-10691 (Bankr. S.D.N.Y.); *In re R.H. Donnelley Corporation, et al.*, Case No. 09-11833 (Bankr. D. Del.); *In re Philadelphia Newspapers, LLC, et al.*, No. 09-11204 (Bankr. E.D. Pa.); *In re Motors Liquidation Company*, No. 09-50026 (Bankr. S.D.N.Y.); *In re Sencorp*, No. 09-12869 (Bankr. S.D. Ohio); *In re Atrium Corporation*, No. 10-10150 (Bankr. D. Del.). Accordingly, I believe that GCG is well-qualified to act as agent for the Clerk in this matter.

4. Based on the information available to me, I believe that GCG is a "disinterested person" within the meaning of 101(14) of the Bankruptcy Code and holds no interest adverse to Debtors and their respective estates for the matters for which GCG is to be employed.

5. I am not related or connected to and, to the best of my knowledge, no other employee or consultant of GCG is related or connected to any United States Bankruptcy Judge or the United States Trustee or to any employee in the offices thereof.

6. As part of its diverse business, GCG is the notice, claims and balloting agent for debtors in numerous cases, proceedings and transactions involving many different creditors, professionals, including attorneys, accountants, investment bankers and financial consultants,

some of which may represent claimants and parties in interest in these Cases. Further, GCG has in the past, and may in the future, be represented by attorneys and law firms in the legal community, some of whom may be involved in these proceedings. In addition, GCG has in the past and will likely in the future be working with or against other professionals involved in these Cases in matters unrelated to these Cases. Based on my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to Debtors' respective estates with respect to the matters upon which GCG is to be engaged.

7. GCG is not a creditor of any Debtors.

8. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company. I am advised that Crawford & Company has no material relationship with the Debtors, and while it may have rendered services from certain creditors or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's representation of the Debtors in this Case.

9. As compensation for the services provided, GCG will bill Debtors in accordance with the amounts and procedures set forth in the Engagement Letter. In an effort to reduce the administrative expenses related to GCG's retention, no fee application or other filing with this Court will be required. The prices set forth in the Engagement Letter are at least as favorable as those charged by GCG to other Chapter 11 debtors for similar services.

10. On January 28, 2011, GCG received a prepetition retainer of \$10,000 to cover prepetition services, at which time GCG began working for Debtors pursuant to the terms of the Engagement Letter.

11. The customary hourly rates, subject to periodic adjustments, charged by the professionals anticipated to be assigned to these Cases for GCG are as follows:

Title	Hourly Rate
Administrative & Data Entry	\$45 - \$55 per hour
Mailroom and Claims Control	\$55 per hour
Customer Service Representatives	\$57 per hour
Project Administrators	\$70 - \$85 per hour
Quality Assurance Staff	\$80 - \$125 per hour
Project Supervisors	\$95 - \$110 per hour
Systems & Technology Staff	\$100 - \$200 per hour
Graphic Support for web site	\$125 per hour
Project Managers	\$125 - \$175 per hour
Directors, Sr. Consultants and Asst. VP	\$200 - \$295 per hour
Vice President and above	\$295 per hour ²

12. GCG has no agreement with any other entity to share with such entity any compensation received by GCG in connection with these Cases.

13. GCG will comply with all requests of the clerk of the Court and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. §156(c).

14. To the best of my knowledge and belief, I declare that the foregoing is true and correct under penalty of perjury.

Dated: January __, 2011

/s/ _____
Emily S. Gottlieb, Senior Director of
Bankruptcy Operations, The Garden City
Group, Inc.

Sworn to before me this __th day of
January, 2010

/s/ _____

Notary Public, State of Illinois

No. _____

Qualified in Cook County

Commission Expires: _____

²Expert services provided by Vice President Jeff Stein in connection with solicitation (including of public securities) and tabulation will be at a rate of \$310 per hour.

EXHIBIT 1



BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of January 28, 2011 is between The Garden City Group, Inc., a Delaware corporation (the "Company"), and Evans Oil Company LLC and its affiliated debtors, Debtors (the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing and balloting administration services for the Clients in their Chapter 11 cases anticipated to be filed in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients. Such services are hereinafter referred to as "Services." The Clients agree and understand that none of the Services constitute legal advice.

2. Payment for Services: Expenses.

2.1 Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients (subject to Bankruptcy Court approval in the event of an unresolved dispute). Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. Clients agree to pay the Company a retainer of \$10,000 (which may be replenished from time to time), to be applied first against the pre-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company and then against the final bill that will be rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company.

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

2.3 Billing and Payment. Except as provided in Section 2.2, the Company shall bill the Clients for its fees and expenses on a monthly basis, and the Clients shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses such as postage must be paid at least three (3) business days in advance of those fees and expenses being incurred. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1 Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2 Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of the notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue in good faith efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

(c) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (1) following the entry of a final decree closing the case, or (2) following the conversion of the case to Chapter 7, the Company shall forward to the Bankruptcy Court all paper copies of documents required to be provided thereto. For all other documents, the Company shall retain paper copies and electronic copies for one (1) year (1) following the entry of a final decree closing the case, or (2) following the conversion of the case to Chapter 7. Following the one (1) year retention period, the Company shall have the right to destroy all such documents. This provision shall not affect the Company's normal course business processes for archives and back-up tapes.

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to their employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this Agreement requires the Clients to use the Company for any future work relating to the Services, and, in the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information they submit to the Company (including all information for schedule and statement preparation) and for the output of such information. The Company may undertake to place that data and information into certain systems and programs, including in connection with the generation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"). The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, each of the Clients and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Clients (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction.

6.2 Protection of Intellectual Property. The Clients acknowledge that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Clients agree to use their best efforts to protect such intellectual property; and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Clients further agree that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3 Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Limitation on Damages. The Company shall be without liability to the Clients with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. In no event shall liability to the Clients for any claims, losses, costs, fines, penalties or damages, including court costs and reasonable attorneys' fees (collectively, "Losses"), whether direct or indirect, arising out of or in connection with or related to this Agreement, exceed the total amount billed or billable to the Clients for the portion of the particular work which gave rise to the Losses. Under no circumstances will the Company be liable to the Clients for any special, consequential or incidental damages incurred by the Clients relating to this Agreement or the performance of Services hereunder, regardless of whether the Clients' claim is for breach of warranty, contract, tort (including negligence), strict liability or otherwise.

8. Indemnification. The Clients, jointly and severally, hereby indemnify and hold harmless the Company and its directors, officers, employees, affiliates and agents against any Losses incurred by the Company arising out of or in connection with or related to (a) any gross negligence or willful misconduct by Clients, their employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendition of the Services; (b) any breach of this Agreement by any of the Clients; or (c) any erroneous instructions or information provided to the Company by any of the Clients for use in providing the Services.

9. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement.

10. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

11. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to the Company, to The Garden City Group, Inc., 105 Maxess Road, Melville, New York 11747-3836, Attention: David Isaac, Chief Executive Officer; and if to the Clients, to Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, Ohio 44114, Attention: Daniel A. DeMarco, Esq.

12. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

13. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

14. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

15. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Clients shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

EVANS OIL COMPANY LLC

By: _____
Name:
Title:

THE GARDEN CITY GROUP, INC.

By: Karen Shaw
Name: Karen Shaw
Title: VP + GC

KCWL, LLC

By: _____
Name:
Title:

LONG EQUIPMENT FINANCE, LLC

By: _____
Name:
Title:

LONG PETROLEUM PRODUCTS LLC

By: _____
Name:
Title:

LONG RUN, LLC

By: _____
Name:
Title:

OCTANE, LLC

By: _____
Name:
Title:

RML, LLC

By: _____
Name:
Title:

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION**

----- X
In re: : Chapter 11
: :
EVANS OIL COMPANY LLC, : Case No. 11-01515
: :
Debtor. : Judge David H. Adams
: :
----- X

In re: : Chapter 11
: :
KCWL, LLC, : Case No. 11-01519
: :
Debtor. : Judge David H. Adams
: :
----- X

In re: : Chapter 11
: :
LONG EQUIPMENT FINANCE, LLC, : Case No. 11-01520
: :
Debtor. : Judge David H. Adams
: :
----- X

In re: : Chapter 11
: :
LONG PETROLEUM PRODUCTS LLC, : Case No. 11-01521
: :
Debtor. : Judge David H. Adams
: :
----- X

In re: : Chapter 11
: :
LONG RUN, LLC, : Case No. 11-01522
: :
Debtor. : Judge David H. Adams
: :
----- X

In re: : Chapter 11
: :
OCTANE, LLC, : Case No. 11-01523
: :
Debtor. : Judge David H. Adams
: :
----- X

In re: : Chapter 11
: :
RML, LLC, : Case No. 11-01524
: :
Debtor. : Judge David H. Adams
: :
----- X

**ORDER AUTHORIZING THE DEBTORS AND DEBTORS-IN-POSSESSION
TO RETAIN AND EMPLOY THE GARDEN CITY GROUP, INC. AS CLAIMS,
NOTICING AND BALLOTING AGENT
NUNC PRO TUNC AS OF THE PETITION DATE**

THIS CASE came on for consideration of the *Application of Debtors and Debtors-in-Possession for Entry of An Order Authorizing Employment and Retention of The Garden City Group, Inc. as Claims, Noticing and Balloting Agent Nunc Pro Tunc as of the Petition Date* (the “Application”)¹ [Docket No. ____], filed on behalf of Evans Oil Company LLC (“Evans”), KCWL, LLC (“KCWL”), Long Equipment Finance, LLC (“Long Equipment”), Long Petroleum Products LLC (“Long Petroleum”), Long Run, LLC (“Long Run”), Octane, LLC (“Octane”), and RML, LLC (“RML” and together with Evans, KCWL, Long Equipment, Long Petroleum, Long Run and Octane, the “Debtors”), the debtors and debtors-in-possession in the above-captioned Chapter 11 cases (the “Cases”), for entry of an order approving Debtors’ retention of The Garden

¹ Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Motion.

City Group, Inc. (“GCG”) as claims, noticing and balloting agent for Debtors; and based upon the *Declaration of Emily S. Gottlieb in Support the Application of Debtors and Debtors-in-Possession Authorizing Employment and Retention of The Garden City Group, Inc. as Claims, Noticing and Balloting Agent Nunc Pro Tunc as of the Petition Date* (the “Gottlieb Declaration”) attached to the Application; and after due deliberation and hearing, this Court finds that: (i) it has jurisdiction over the matters raised in the Application under 28 U.S.C. §§157 and 1334; (ii) venue of this matter is proper under 28 U.S.C. §§1408 and 1409; (iii) this matter is a core proceeding under 28 U.S.C. §157(b)(2); (iv) the relief requested in the Application is in the best interests of Debtors, their estates, creditors, and other parties in interest; (v) adequate and proper notice of the Application and the hearing thereon has been given and that no other or further notice is necessary; and (vi) good and sufficient cause exists for the granting of the relief requested in the Application as set forth herein. Accordingly, it is

ORDERED that:

1. The Application is GRANTED and APPROVED in its entirety.
2. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Application.
3. Debtors are authorized to retain GCG to perform noticing and other services set forth in the Application and the Engagement Letter attached to the Gottlieb Declaration as Exhibit 1. GCG is authorized to receive, maintain, record and otherwise administer the proofs of claim filed in these Cases and such other administrative matters as may be necessary or appropriate, including, without limitation, services at Debtors’ request as balloting agent under any plan of reorganization filed in these Cases.

4. GCG is appointed as Agent for the clerk of the Court (the "Clerk") and custodian of court records and, as such, is designated as the authorized recipient and repository for all proofs of claim filed in these Cases and is authorized and directed to maintain the official claims register for Debtors and to provide the Clerk with a certified duplicate as directed.

5. GCG shall timely respond to all reasonable requests for information or documents in its possession propounded by the Clerk, Debtors or any official committee appointed in these Cases.

6. Debtors are authorized to compensate GCG on a monthly basis, in accordance with the Engagement Letter between the parties, upon the receipt of reasonably detailed invoices setting forth the services provided by GCG in the prior month and the rates charged for each, and to reimburse GCG for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation.

7. Upon request of the Clerk or conversion of these Cases to cases under Chapter 7 of the Bankruptcy Code, GCG shall generate a creditor matrix in computer readable format in accordance with the Local Bankruptcy Rules and deliver the same to the Clerk.

8. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. This Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order.

DONE and **ORDERED** in Chambers at Ft. Myers, Florida, on

David H. Adams
United States Bankruptcy Judge

Copies to:

Debtors, Debtors' Attorney, United States Trustee
Alan J. Statman, Esq., Statman, Harris, & Eyrich LLC, 441 Vine Street, Ste. 3700,
Cincinnati, OH 45202
Local Rule 1007(d) Parties in Interest List (Equity Security Holders / Top 20)
United States Treasury, Internal Revenue Service, Cincinnati, OH 45999-0039
U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530-
0001
Office of the Attorney General, State of Florida, the Capitol PL-01, Tallahassee, FL
32399-1050
All Points (Capital One Equipment Leasing), 275 Broadhollow Road, Melville, NY
11747
Ally, PO Box 9001948, Louisville, KY 40290-1948
Alter Moneta Corporation, 50 Lakefront Blvd., Ste 208, Buffalo, NY 14202
BB&T of Florida Business Loan Center, PO Box 580050, Charlotte, NC 28258-0050
BMW Bank of North America, PO Box 78066, Phoenix, AZ 85062-8066
Branch Banking and Trust Company, 8840 Tamiami Trail North, Naples, FL 34108
CitiCapital Commercial Corporation, 3950 Regent Blvd., Irving, TX 75063
Fifth Third Bank, 1000 Town Center #1400, Southfield, MI 48075
Fifth Third Bank, 999 Vanderbilt Beach Road 1MOC2A, Naples, FL 34108
Fifth Third Bank, PO Box 630778, Cincinnati, OH 45263-0778\
Ford Motor Credit, PO Box 790119, St. Louis, MO 63179-0119
General Electric Capital Corporation, PO Box 140849, Irving, TX 75014
GE Transportation Finance, PO Box 822108, Philadelphia, PA 19182-2108
Land Rover Capital Group, PO Box 78069, Phoenix, AZ 85062-8069
Long Time Insurance Co. Ltd., 3170 Horseshoe Dr. S., Naples, FL 34104
Mercedes Benz Financial, 6716 Grade lane, Bldg. 9, Suite 910, Louisville, KY 40213
Northern Trust Bank, NA 700 Brickell Avenue, Miami, FL 33131
Northern Trust, NA, 375 Fifth Avenue South, Naples, FL 34102
OFC Capital Corp./Wachovia, 576 Colonial Park Dr., Suite 100, Roswell, GA 30075
Patriot Capital Corp., PO Box 790448, St. Louis, MO 63179-0448
Seneca Tank, Inc., 5585 N.E. 16th Street, Des Moines, IA 50313
US Bancorp, PO Box 580337, Minneapolis, MN 55458-0337
Wells Fargo Dealer Services, PO Box 25341, Santa Ana, CA 92799-5341