Exhibit 1

Accounts Receivable Purchase Agreement

EXECUTION VERSION

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

BY AND AMONG

METRO FUEL OIL CORP.,

THE OTHER SELLERS NAMED HEREIN,

AND

UNITED METRO ENERGY CORP.

March 6, 2013

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ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this "Agreement") is entered into as of March 6, 2013, by and among Metro Fuel Oil Corp., a New York corporation ("Metro"), Apollo Petroleum Transport, LLC, a New York limited liability company ("APT LLC"), Metro Energy Group LLC, a New Jersey limited liability company ("Metro Energy"), Metro Terminals Corp., a New York corporation ("Metro Terminals" and, together with Metro, APT LLC and Metro Energy, "Sellers," and each individually, a "Seller"), and United Metro Energy Corp., a Delaware Corporation ("Buyer"). Sellers and Buyer are referred to individually as a "Party" and collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, Sellers engage in the business of (i) supplying, delivering and producing bioheat, heating oil, central air conditioning units, ultra-low sulfur diesel fuel, natural gas, gasoline and other fuels and (ii) servicing, repairing and installing heating and air conditioning equipment, in each case, throughout the New York City metropolitan area and Long Island (as conducted prior to the Closing, but including, for the avoidance of doubt, the currently contemplated completion and operation of the bio-diesel fuel production facility under construction by Sellers in Greenpoint, Brooklyn, the "Business");

WHEREAS, on September 27, 2012 (the "Commencement Date"), Sellers filed for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the "Bankruptcy Code"), which cases (the "Chapter 11 Cases") are pending in the United States Bankruptcy Court for the Eastern District of New York (the "Bankruptcy Court");

WHEREAS, Sellers are debtor and debtors-in-possession in the Chapter 11 Cases;

WHEREAS, on October 8, 2012, Sellers filed a motion [Docket No. 75] (the "Bidding Procedures Motion") with the Bankruptcy Court seeking entry by the Bankruptcy Court of, among other things, the Bidding Procedures Order;

WHEREAS, on October 24, 2012, the Bankruptcy Court entered the Bidding Procedures Order authorizing Sellers, among other things, to conduct a sale process for its assets and approving the procedures with respect thereto as set forth in the Bidding Procedures Order;

WHEREAS, on February 15, 2013, the Bankruptcy Court entered an order authorizing the sale of substantially all of the assets of Sellers free and clear of all liens, claims, interests and encumbrances (the "Acquired Assets") pursuant to that certain Asset Purchase Agreement, dated February 15, 2015, by and among Sellers and an affiliate of Buyer (the "Asset Purchase Agreement"), which Acquired Assets did not include Accounts Receivable;

WHEREAS, Sellers own Accounts Receivable arising from the Business; and

WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Sellers, certain of such Accounts Receivable;

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE I

DEFINITIONS

"Accounts Receivable" means all "Accounts" as defined in Section 9-102 of the Uniform Commercial Code, and (a) all trade accounts receivable and other rights to payment from customers of any Seller, (b) all other accounts or notes receivable of any Seller, and (c) any security interest, claim, remedy or other right related to any of the foregoing, in each case, arising prior to the Closing.

"Accounts Receivable Bill of Sale" has the meaning set forth in Section 2.5(a)(i).

"Accounts Receivable Sale Order" means an order of the Bankruptcy Court entered in the Chapter 11 Cases with respect to the sale of Accounts Receivable in the form attached hereto as Exhibit C.

"Acquired Accounts Receivable" means (i) those Accounts Receivable set forth on Exhibit A hereto except for the Amerada Hess Receivable, and (ii) those Accounts Receivable which were or are generated in the Ordinary Course of Business by Sellers during the period beginning on or after the applicable dates set forth on Exhibit A through the Closing Date. For the avoidance of doubt, the Amerada Hess Receivable is excluded from the Acquired Accounts Receivable.

"Acquired Assets" has the meaning set forth in the recitals.

"Adjusted Purchase Price" has the meaning set forth in Section 2.3.

"Agreement" has the meaning set forth in the preamble.

"Aggregate Consideration" has the meaning set forth in Section 2.3.

"Amerada Hess Receivable" means all Accounts Receivable owing from Amerada Hess Corp., with an aggregate amount of $1,231,343.30 as of the date hereof.

"APT LLC" has the meaning set forth in the preamble.

"A/R Reference Amount" means $17,303,522.92.

"Asset Purchase Agreement" has the meaning set forth in the recitals.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Court Orders" has the meaning set forth in Section 5.2(c).

"Base Purchase Price" means an amount equal to Ten Million One Hundred Seventy Thousand Four Hundred Forty-Six Dollars ($10,170,446).

"Bidding Procedures" has the meaning set forth in the Bidding Procedures Order.

"Bidding Procedures Motion" has the meaning set forth in the recitals.

"Bidding Procedures Order" means the order [Docket No. 136] of the Bankruptcy Court (A) Approving the Bidding and Auction Procedures for the Receipt, Analysis and Improvement of Bids for the Sale of all or any Portion of the Debtors' Assets Free and Clear of all Interests, (B) Authorizing Debtors to Offer Certain Bid Protections, (C) Scheduling the Auction and Sale Hearing and Approving the Form and Manner of Notice Thereof and (D) Approving Procedures for Determining Cure Amounts.

"Business" has the meaning set forth in the recitals.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks located in New York, New York are authorized or required by law to close.

"Buyer" has the meaning set forth in the preamble.

"Chapter 11 Cases" has the meaning set forth in the recitals.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" has the meaning set forth in Section 2.4.

"Commencement Date" has the meaning set forth in the recitals.

"Conclusive A/R Amount" has the meaning set forth in Section 2.6(d).

"Conclusive A/R Statement" has the meaning set forth in Section 2.6(c).

"Contingent Purchase Price" has the meaning set forth in Section 2.3.

"Covered Taxes" means any (1) harbor maintenance fee, (2) United States federal excise Tax, (3) United States federal Leaking Underground Storage Tank (LUST) Tax, (4) United States federal oil spill Tax, (5) New York State Petroleum Business Tax (PBT), (6) New York State pre-paid sales Tax, (7) New York State spill Tax, or (8) New York State Diesel Motor Fuel Tax (DMPT).

"Disputed Items" has the meaning set forth in Section 2.6(c).

"Effective Time" has the meaning set forth in Section 2.4.

"End Date" means that date which is fourteen (14) days following the date hereof or such later date as may be mutually agreed to in writing by Buyer and Sellers.

"Estimated A/R Amount" has the meaning set forth in Section 2.6(a).

"Estimated A/R Statement" has the meaning set forth in Section 2.6(a).

"Excess Net A/R Proceeds" has the meaning set forth in Section 2.6(e).

"Final Order" means an order, judgment or other Decree of the Bankruptcy Court or any other Governmental Entity of competent jurisdiction that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect.

"Initial Purchase Price" has the meaning set forth in Section 2.3.

"Invalid A/R" means, expressed as a dollar amount, any Acquired Accounts Receivable (or any portion thereof) which are determined (i) not to be in accordance with the books and records of Sellers maintained in the Ordinary Course of Business, (ii) not to have arisen from bona fide transactions in the Ordinary Course of Business, (iii) not to represent genuine, valid and legally enforceable indebtedness of the account debtor or (iv) to be subject to any contra account, set-off, defense, counterclaim, allowance or adjustment by any of the account debtors of such Acquired Accounts Receivable.

"Material Adverse Effect" means, when used with respect to a Person or the Acquired Accounts Receivable, any state of facts, change, event, effect or occurrence (or series of facts, changes, developments, events, effects or occurrences), that individually or in the aggregate has been, or is reasonably expected to be, (a) materially adverse to the validity, aging, collectability or condition of the Acquired Accounts Receivable or the financial condition or results of operations of the Person and its Subsidiaries as related to the Acquired Accounts Receivable, in each case, whether or not covered by insurance; provided, however, that no action or inaction taken by Buyer or its Affiliates nor any state of facts, change, event, effect or occurrence arising or related to any of the items set forth in clauses (i) through (viii) of the proviso in the definition of "Material Adverse Effect" in the Asset Purchase Agreement shall be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect.

"Metro" has the meaning set forth in the preamble.

"Metro Energy" has the meaning set forth in the preamble.

"Metro Terminals" has the meaning set forth in the preamble.

"Net A/R Proceeds" has the meaning set forth in Section 2.6(e).

"Net A/R Proceeds Threshold Amount" means the amount equal to the sum of (a) the total Adjusted Purchase Price, *plus* (b) Seven Hundred Fifty Thousand Dollars ($750,000), *plus* (c) the amount of any Covered Taxes paid by Buyer for the account of Sellers in excess of Seven Hundred Fifty Thousand Dollars ($750,000) in the aggregate, whether or not required to do so pursuant to Section 6.4, *plus* (d) the total amount of any Invalid A/R described in clauses (i), (ii) or (iii) of the definition thereof, and any Invalid A/R described in clause (iv) of the definition thereof to the extent it exceeds the amount disclosed in the supporting information and reports provided by Sellers with respect to the A/R Reference Amount, provided that the total amount of Invalid A/R to be included in the calculation of Net A/R Proceeds Threshold Amount shall not exceed Two Hundred Twenty-Five Thousand Dollars $225,000).

"Neutral Appraiser" has the meaning set forth in Section 2.6(c).

"Other Party" has the meaning set forth in Section 9.11(a).

"Party" or "Parties" has the meaning set forth in the preamble.

"Post-Closing A/R Statement" has the meaning set forth in Section 2.6(b).

"Related Agreements" means this Agreement, the Accounts Receivable Bill of Sale and all other agreements, schedules, certificates or other documents being delivered pursuant to or in connection with this Agreement.

"Representative" of a Person means such Person's Affiliates and the officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents of such Person or its Affiliates.

"Resolution Period" has the meaning set forth in Section 2.6(c).

"Retained Accounts Receivable" has the meaning set forth in Section 2.1.

"Seller" or "Sellers" has the meaning set forth in the preamble.

"Sellers' Accounts" has the meaning set forth in Section 2.5(b)(ii).

Capitalized terms used herein but not defined in this Article I or elsewhere herein shall have the meanings assigned to them in the Asset Purchase Agreement.

ARTICLE II

PURCHASE AND SALE OF ACQUIRED ACCOUNTS RECEIVABLE

Section 2.1 Purchase and Sale of Acquired Accounts Receivable. On the terms and subject to the conditions of this Agreement, at the Closing, Buyer will purchase, acquire and accept from Sellers, and Sellers will sell, transfer, assign, convey and deliver to Buyer, the entire right, title and interest of Sellers (both present and future) in and to all of the Acquired Accounts Receivable, in each case free and clear of all Liens, for the consideration specified in Section 2.3. Nothing contained herein shall be deemed to sell, transfer, assign or convey to Buyer any assets other than the Acquired Accounts Receivable. For the avoidance of doubt, nothing contained herein is intended to transfer to Buyer, or to otherwise affect, or limit the rights of Sellers in, any Accounts Receivable other than the Acquired Accounts Receivable (such Accounts Receivable not included in the Acquired Accounts Receivable, the "Retained Accounts Receivable") which are now or hereafter owned by and owing to Sellers. Sellers shall be entitled to retain all payments made in respect of the Retained Accounts Receivable, and Buyer shall not have any rights or interest therein. For the avoidance of doubt, the Amerada Hess Receivable is included in the Retained Accounts Receivable.

Section 2.2 No Assumption of Liabilities or Obligations.

(a) Notwithstanding anything in this Agreement or any Related Agreement to the contrary, neither Buyer nor any of its Affiliates shall assume, or be obligated or become liable in any way whatsoever for, the payment or performance of any Liabilities (i) of any Seller or any of its Affiliates, (ii) to the extent arising out of, relating to, or in connection with Sellers' ownership or operation of the Business or the Acquired Accounts Receivable (or the acts or omissions of Sellers and/or their respective Affiliates in connection therewith) prior to the Closing Date (whether or not such Liabilities manifest themselves or are first discovered on or after the Closing Date), including with respect to any such Liabilities for (x) Taxes related to any taxable period (or the portion of a period) ending on or before the Closing Date or (y) any pending or threatened Litigation, or (iii) arising out of, relating to, or in connection with any Retained Accounts Receivable, and, in each case, Sellers and their respective successors and assigns, shall remain solely liable and responsible with respect to all such Liabilities (subject to Sellers' available defenses in respect of such Liabilities); provided, however, that Buyer will become responsible for all Liabilities arising out of or related to Buyer's or its Affiliates' ownership of the Acquired Accounts Receivable to the extent, and only to the extent, that such Liabilities arise from acts, events or conditions relating to the period after the Closing Date.

(b) Without limiting the generality of Section 2.2(a), the Parties agree that the transactions contemplated under this Agreement are not intended to amount to a consolidation, merger or de facto merger of Buyer and any of Sellers, and that there is no substantial continuity between Buyer and Sellers.

Section 2.3 Consideration. The aggregate consideration (the "Aggregate Consideration") for the sale and transfer of the Acquired Accounts Receivable as provided in this Agreement shall be an amount equal to the sum of (x) the Base Purchase Price, as adjusted prior to the Closing pursuant to Section 2.6(a) (such adjusted amount, the "Initial Purchase Price"), and as further adjusted following the Closing pursuant to Section 2.6(d) (such further adjusted amount, the "Adjusted Purchase Price"), *plus* (y) the additional amounts payable to Sellers from the proceeds of certain collections in respect of Acquired Accounts Receivable following the Closing as set forth in Section 2.6(e) (such amounts payable to Sellers pursuant to Section 2.6(e), the "Contingent Purchase Price"), *plus* (z) Seven Hundred and Fifty Thousand Dollars ($750,000) which shall be used or remitted, as applicable, pursuant to Section 6.4. The Initial Purchase Price shall be payable and deliverable, free and clear of and without reduction for any Tax due in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to Sellers at the Closing in accordance with Section 2.5(b)(iii).

Section 2.4 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022 (or such other location as shall be mutually agreed upon by Sellers and Buyer), at such date and time as shall be mutually agreed upon by Sellers and Buyer prior thereto (the "Closing Date"). The Closing shall be deemed to have occurred at 12:01 a.m. (Eastern Standard Time) on the Closing Date (the "Effective Time").

Section 2.5 Deliveries at Closing.

(a) At the Closing, Sellers will deliver to Buyer the following documents and other items, duly executed by Sellers, as applicable:

(i) a Bill of Sale substantially in the form of Exhibit B attached hereto (the "Accounts Receivable Bill of Sale");

(ii) a copy of a Final Order from the Bankruptcy Court of the Accounts Receivable Sale Order and a copy of the case docket reflecting that that the Accounts Receivable Sale Order is in effect; and

(iii) a certificate signed by an authorized officer of Metro to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) is satisfied in accordance with the terms hereof.

(b) At the Closing, Buyer will deliver to Sellers the following documents, cash amounts and other items, duly executed by Buyer, as applicable:

(i) the Accounts Receivable Bill of Sale;

(ii) a certificate signed by an authorized officer of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) is satisfied in accordance with the terms hereof; and

(iii) the Initial Purchase Price, by wire transfer of immediately available funds to one or more bank accounts designated by Sellers in writing to Buyer (the "Sellers' Accounts").

Section 2.6 Purchase Price Adjustments; Additional Contingent Purchase Price.

(a) Pre-Closing A/R Adjustment. For the purpose of determining the Initial Purchase Price, no less than two (2) Business Days prior to the Closing Date, Sellers shall prepare and deliver to Buyer a statement (such statement, the "Estimated A/R Statement") setting forth Sellers' good faith estimate of the total amount of Acquired Accounts Receivable as of the Effective Time (the "Estimated A/R Amount"), calculated in the same manner as the A/R Reference Amount and accompanied by supporting information and reports in the same form and with the same degree of detail as the supporting information and reports provided by Sellers with respect to the A/R Reference Amount. If the Estimated A/R Amount exceeds the A/R Reference Amount, then the Initial Purchase Price shall be an amount equal to the Base Purchase Price plus such excess. If the Estimated A/R Amount is less than the A/R Reference Amount, then the Initial Purchase Price shall be an amount equal to the Base Purchase Price minus such shortfall. If the Estimated A/R Amount is equal to the A/R Reference Amount, then the Initial Purchase Price shall be an amount equal to the Base Purchase Price, with no adjustment thereto pursuant to this Section 2.6(a).

(b) Post-Closing A/R Statement. Within ten (10) Business Days after the Closing Date, Buyer shall cause to be prepared and delivered to Sellers a statement (the "Post-Closing A/R Statement") setting forth Buyer's good faith determination of the total amount of Acquired Accounts Receivable as of the Effective Time, calculated in the same manner as the A/R Reference Amount and accompanied by supporting information and reports in the same form and with the same degree of detail as the supporting information and reports provided by Sellers with respect to the A/R Reference Amount. Notwithstanding anything to the contrary set forth herein, if Buyer fails to timely deliver to Sellers the Post-Closing A/R Statement, then the Estimated A/R Statement shall be the Conclusive A/R Statement.

(c) Determination of Conclusive A/R Statement. Sellers will have five (5) Business Days following the receipt of the Post-Closing A/R Statement to review the Post-Closing A/R Statement and, during such time, Buyer shall give Sellers and their Representatives reasonable access to Buyer's Records relating to the Acquired Accounts Receivable. If Sellers do not deliver written notice(s) to Buyer of dispute thereof within five (5) Business Days after Sellers' receipt of the Post-Closing A/R Statement, the Post-Closing A/R Statement as prepared by Buyer shall be final, binding and non-appealable by the Parties; provided that, in the event Buyer does not provide any papers or documents relating to the Acquired Accounts Receivable reasonably requested by Sellers or any of their Representatives within three (3) Business Days of request therefor (or such shorter period as may remain in such five (5) Business Day period), such five (5) Business Day period shall be extended by one (1) Business Day for each additional day required for Buyer to fully respond to such request. If Sellers notify Buyer in writing of disputed items contained in the Post-Closing A/R Statement (or specific calculations or methods contemplated thereby) within such five (5) Business Day period, then for five (5) Business Days following delivery of such notice by Sellers to Buyer (the "Resolution Period"), Buyer and Sellers shall attempt in good faith to negotiate and resolve their differences with respect to the disputed items (the "Disputed Items"). Any resolution by Buyer and Sellers during the Resolution Period as to any Disputed Items shall be set forth in writing and will be final, binding and conclusive. If Buyer and Sellers do not resolve all Disputed Items by the end of the Resolution Period, then all such Disputed Items remaining in dispute shall be submitted within ten (10) calendar days after the expiration of the Resolution Period to an independent expert mutually acceptable to Buyer and Sellers such firm the "Neutral Appraiser") the retainer fee for which, Buyer and Sellers shall be equally responsible. The Neutral Appraiser shall act as an expert (and not as an arbitrator) to determine only those factual Disputed Items remaining in dispute as of the end of the Resolution Period. In resolving such Disputed Items, the Neutral Appraiser may not assign a value to any Disputed Item greater than the greatest value for such Disputed Item claimed by any Party or less than the lowest value for such Disputed Item claimed by any Party upon presentment to the Neutral Appraiser. All fees and expenses relating to the work, if any, to be performed by the Neutral Appraiser will be allocated between Buyer and Sellers in the same proportion that the aggregate amount of the Disputed Items so submitted to the Neutral Appraiser that is unsuccessfully disputed by each such Party (as finally determined by the Neutral Appraiser) bears to the total amount of such Disputed Items so submitted. In addition, Buyer and Sellers shall give the Neutral Appraiser reasonable access to all Records and personnel of such Party relating

to the Acquired Accounts Receivable as reasonably necessary to perform its function as expert. In the event Buyer or Sellers shall participate in teleconferences or meetings with or make presentations to the Neutral Appraiser, the other Party shall be entitled to participate in such teleconferences, meetings or presentations. Buyer and Sellers shall use their commercially reasonable efforts to cause the Neutral Appraiser to deliver to Buyer and Sellers a written determination of the Disputed Items submitted to the Neutral Appraiser within ten (10) calendar days of receipt of such Disputed Items, which determination will be final, binding and conclusive and upon which judgment may be entered. The final, binding and conclusive Post-Closing A/R Statement based either upon agreement or deemed agreement by Buyer and Sellers or the written determination delivered by the Neutral Appraiser in accordance with this Section 2.6(c) will be the "Conclusive A/R Statement"; provided, however, that notwithstanding anything to the contrary in this Section 2.6(c), either Sellers or Buyer may seek resolution of any Disputed Items that constitute legal issues or questions in the Bankruptcy Court in conjunction with Conclusive A/R Statement determination.

(d) Post-Closing A/R Adjustment. If the determination of the total amount of Acquired Accounts Receivable set forth on the Conclusive A/R Statement (the "Conclusive A/R Amount") exceeds the Estimated A/R Amount, then Buyer shall pay Sellers the amount of such excess by wire transfer of immediately available funds to the Sellers' Accounts, and the Adjusted Purchase Price shall be equal to the Initial Purchase Price *plus* the amount of such excess to be so paid by Buyer. If the Estimated A/R Amount exceeds the Conclusive A/R Amount, then Sellers shall remit to Buyer the amount of such excess by wire transfer of immediately available funds to an account designated by Buyer, and the Adjusted Purchase Price shall be equal to the Initial Purchase Price *minus* the amount of such excess to be so remitted to Buyer. If the Conclusive A/R Amount is equal to the Estimated A/R Amount, then the Adjusted Purchase Price shall be equal to the Initial Purchase Price, with no adjustment thereto pursuant to this Section 2.6(d). All payments to be made pursuant to this Section 2.6(d) shall be made no later than the second (2^{nd}) Business Day following the date on which Buyer and Sellers agree to, or are deemed to have agreed to, or the Neutral Appraiser delivers, the Conclusive A/R Statement. Until the Conclusive A/R Amount is so determined and Sellers complete any payment to be made by Sellers pursuant to this Section 2.6(d), One Hundred Thousand Dollars ($100,000) shall be retained by Sellers in a separate account available only for purposes of any such payment.

(e) Additional Purchase Price Contingent upon Post-Closing Collections. Following the Closing, all payments actually received or realized by Buyer (net of the costs of collection) in respect of the Acquired Accounts Receivable (the "Net A/R Proceeds") shall be for the sole account of Buyer until such time as the total amount of Net A/R Proceeds actually received or realized by Buyer exceeds the Net A/R Proceeds Threshold Amount. Thereafter, any Net A/R Proceeds actually received or realized by Buyer in excess of the Net A/R Proceeds Threshold Amount (such excess, the "Excess Net A/R Proceeds") shall be allocated as follows: an amount equal to eighty percent (80%) of the Excess Net A/R Proceeds shall be retained by Buyer; and an amount equal to twenty percent (20%) of the Excess Net A/R Proceeds shall be paid to Sellers as Contingent Purchase Price by wire transfer of immediately available funds to the Sellers'

Accounts, payable monthly after Buyer's receipt and calculation of such Excess Net A/R Proceeds, if any for the preceding month. Until such time when all Acquired Accounts Receivable have been fully collected or written down as uncollectible, Buyer shall give Sellers and their Representatives reasonable access to Buyer's Records relating to the Acquired Accounts Receivable during normal business hours following Sellers' reasonable advanced notice to Buyer and so as to not unreasonably interfere with Buyer's operations.

Section 2.7 Payment to Sellers. Sellers hereby irrevocably direct Buyer to make payment of all funds payable to Sellers hereunder to an account designated in writing by New York Commercial Bank to Buyer.

ARTICLE III

SELLERS' REPRESENTATIONS AND WARRANTIES

Subject to Bankruptcy Court approval of this Agreement, entry of the Accounts Receivable Sale Order and obtaining any of the consents required by this Agreement or the Accounts Receivable Sale Order, Sellers severally but not jointly represent and warrant to Buyer as follows:

Section 3.1 Organization of Sellers; Good Standing.

(a) Each Seller is a corporation or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation.

(b) Following its filing for relief pursuant to sections 1107 and 1108 of the Bankruptcy Code and the orders of the Bankruptcy Court, each Seller shall have all requisite corporate or similar power and authority to own, lease and operate its assets and to carry on its business as a debtor-in-possession.

Section 3.2 Authorization of Transaction. Subject to the Accounts Receivable Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) each Seller has the requisite organizational power and authority to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder;

(b) the execution, delivery and performance of this Agreement and all other agreements contemplated hereby to which a Seller is a party have been duly authorized by such Seller; and

(c) this Agreement constitutes the valid and legally binding obligation of each Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and general principles of equity.

Section 3.3 Non-contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will, subject to the Accounts Receivable Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (a) conflict with or result in a breach of the certificate of incorporation, certificate of formation, by-laws, operating agreement or other organizational documents of any Seller, (b) violate any law or Decree to which any Seller is, or its respective assets or properties are, subject, or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any Contract to which any Seller is a party or by which it is bound or to which any of the Acquired Accounts Receivable is subject, except, in the case of clause (c), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a Material Adverse Effect on the Acquired Accounts Receivable. Subject to the Accounts Receivable Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, no Seller is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any other Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, have a Material Adverse Effect on the Acquired Accounts Receivable.

Section 3.4 Accounts Receivable. Each of the Acquired Accounts Receivable set forth on Exhibit A is in accordance with the books and records of Sellers maintained in the Ordinary Course of Business, arose from bona fide transactions in the Ordinary Course of Business and represents the genuine, valid and legally enforceable indebtedness of the account debtor (subject only to such limitations on enforceability as may be imposed by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting creditors' rights generally or by equitable principles), payable on ordinary trade terms, and no contra account, set-off, defense, counterclaim, allowance or adjustment (other than discounts, if any, for prompt payment shown on the invoice and warranty claims in the Ordinary Course of Business) has been asserted or threatened by any of the account debtors with respect to such Acquired Accounts Receivable; provided, however, for the avoidance of doubt, in no event shall the foregoing representations and warranties be construed or interpreted as a guaranty of collectability or a guaranty that such Acquired Accounts Receivable will be paid by the account debtor. Sellers have made available to Buyer, or are providing to Buyer herewith, true and complete copies of all material invoices, purchase orders, bills of lading, proofs of delivery and other instruments and documents evidencing or relating to the Acquired Accounts Receivable.

Section 3.5 Title to Acquired Accounts Receivable. As of the Closing, Sellers have good and valid title to the Acquired Accounts Receivable free and clear of all Liens. At the Closing, Sellers will convey, subject to the Accounts Receivable Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, and Buyer will acquire, good and valid title to all of the Acquired Accounts Receivable, free and clear of all Liens, in each case, to the fullest extent permissible under section 363(f) of the Bankruptcy Code.

Section 3.6 Brokers' Fees. No Seller has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay; provided, however that the Bankruptcy Court has approved Sellers' retention of Carl Marks & Co. Inc. as Sellers' investment banker to assist in the sale of its assets and Sellers are solely responsible for any fees and costs due to such investment banker.

Section 3.7 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III and the Related Agreements, neither any Seller nor any other Person makes (and Buyer is not relying upon), in connection with the purchase and sale of the Acquired Accounts Receivable, any other express or implied representation or warranty with respect to Sellers, the Business, the Acquired Accounts Receivable or the transactions contemplated by this Agreement, and Sellers disclaim any other such representations or warranties, whether made by Sellers, any Affiliate of Sellers or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in this Article III and the Related Agreements, each Seller (a) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Accounts Receivable, and (b) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) with respect to the Acquired Accounts Receivable to Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice with respect to the Acquired Accounts Receivable that may have been or may be provided to Buyer by any director, officer, employee, agent, consultant or Representative of any Seller or any of their Affiliates).

ARTICLE IV

BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Sellers as follows:

Section 4.1 Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 Authorization of Transaction.

(a) Buyer has full corporate power and authority to execute and deliver this Agreement and all other Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other agreements contemplated hereby to which Buyer is a party have been duly authorized by Buyer.

(c) This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions, subject to

applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and general principles of equity.

Section 4.3 Non-contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II) will (a) conflict with or result in a breach of the certificate of incorporation or bylaws, or other organizational documents of Buyer, (b) violate any law or Decree to which Buyer is, or its assets or properties are subject, or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which Buyer is a party or by which it is bound, except, in the case of either clause (b) or (c), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a Material Adverse Effect on Buyer. Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the other Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, have a Material Adverse Effect on Buyer.

Section 4.4 Brokers' Fees. Neither Buyer nor any of its Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which any Seller could become liable or obligated to pay.

Section 4.5 Financial Capacity. Buyer has, and upon the Closing will have, immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including the payment of the Initial Purchase Price, the payment of all associated costs and expenses and consummating all other transactions contemplated hereby.

Section 4.6 Condition of the Acquired Accounts Receivable. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES THAT SELLERS ARE NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACQUIRED ACCOUNTS RECEIVABLE BEYOND THOSE EXPRESSLY SET FORTH IN ARTICLE III AND THE RELATED AGREEMENTS, AND BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED THEREIN, THE ACQUIRED ACCOUNTS RECEIVABLE ARE BEING TRANSFERRED ON A "WHERE IS" AND, AS TO CONDITION, "AS IS" BASIS. Any claims Buyer or any of its affiliates may have for breach of representation or warranty with respect to the Acquired Accounts Receivable shall be based solely on the representations and warranties set forth in Article III and the Related Agreements. Buyer further represents that neither Sellers nor any of their Affiliates nor any other Person has made, and Buyer is not relying upon, any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Acquired Accounts Receivable or the transactions contemplated by this Agreement not expressly set forth in Article III and the Related Agreements, and none of Sellers, any of their Affiliates or any other Person will have or be subject to any liability to Buyer or any other Person resulting from the

distribution to Buyer or any of its Representatives or Buyer's use of, any such information with respect to the Acquired Accounts Receivable, including any confidential memoranda distributed on behalf of Sellers relating to the Acquired Accounts Receivable, the information with respect to the Acquired Accounts Receivable made available to Buyer in the Data Room or any other publications or data room information with respect to the Acquired Accounts Receivable provided to Buyer or any of its Representatives, or any other document or information with respect to the Acquired Accounts Receivable in any form provided to Buyer or any of its Representatives in connection with the sale of the Acquired Accounts Receivable and the other transactions contemplated hereby. Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and financial and other advisors and hereby acknowledges that it has conducted to its satisfaction, its own independent investigation and analysis of the Acquired Accounts Receivable and, in making the determination to proceed with the transactions contemplated by this Agreement, Buyer has relied solely on the results of its own independent investigation and the express representations and warranties set forth in Article III and the Related Agreements.

Section 4.7 Good Faith Purchaser. Buyer is a "good faith" purchaser, as such term is used in the Bankruptcy Code and the court decisions thereunder. Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Accounts Receivable. Buyer has negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

ARTICLE V

PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Reasonable Best Efforts; Cooperation. Each of the Parties will use its reasonable best efforts to take all action and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement on or prior to the End Date (including satisfaction, but not waiver, of the conditions to the obligations of the Parties to consummate the transactions contemplated hereby set forth in Article VII). Without limiting the generality of the foregoing, neither Buyer nor Sellers will take any action, or permit any of its Affiliates to take any action, to materially diminish the ability of any other Party to consummate, or materially delay any other Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

Section 5.2 Bankruptcy Matters.

(a) As soon as reasonably practicable following the execution of this Agreement, Sellers shall file with the Bankruptcy Court appropriate motions or notice of entry into this Agreement, on notice to all creditors, together with the proposed Accounts Receivable Sale Order. Sellers shall use commercially reasonable efforts to have the

Bankruptcy Court enter the Accounts Receivable Sale Order on an expedited basis following entry into this Agreement consistent with the Bidding Procedures Motion (including seeking expedited or special hearing dates for entry of the Accounts Receivable Sale Order). Each of Sellers (to the extent consistent with their fiduciary duty) and Buyer agree to take any action reasonably necessary or appropriate to obtain the issuance and entry of the Accounts Receivable Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court.

(b) Sellers shall use commercially reasonable efforts to have the Bankruptcy Court approve the Accounts Receivable Sale Order in the form attached hereto as Exhibit C.

(c) If the Bidding Procedures Order, the Accounts Receivable Sale Order or any other orders of the Bankruptcy Court relating to this Agreement (all such orders, the "Bankruptcy Court Orders") shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or re-argument shall be filed with respect to any Bankruptcy Court Order), Sellers shall use commercially reasonable efforts, to the extent consistent with their fiduciary duty, to defend against any such appeal, petition or motion and shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion. Sellers shall keep Buyer reasonably informed and updated regarding the status of any such appeal, petition or motion.

(d) Prior to the Closing, Sellers shall, except where not practicable, exercise commercially reasonable efforts to provide draft copies of all responses, notices, statements, schedules, applications, reports and other papers Sellers intend to file with the Bankruptcy Court in connection with the Accounts Receivable Sale Order or any other Bankruptcy Court Order to Buyer within a reasonable period of time prior to the date Sellers intend to file any of the foregoing and consult in advance in good faith with Buyer regarding the form and substance of any such proposed filing with the Bankruptcy Court.

(e) Sellers hereby acknowledge and agree that Buyer will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the transactions contemplated by this Agreement. Sellers and Buyer have entered into this Agreement without collusion and no Party has engaged in any conduct that would cause or permit this Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

(f) Any motion filed by Sellers seeking approval of this Agreement shall seek authority from the Bankruptcy Court pursuant to Rule 6004(h) to waive the fourteen (14) day stay.

Section 5.3 [Intentionally Omitted].

Section 5.4 Notice of Developments.

(a) From the date hereof until the Closing Date, Sellers shall disclose to Buyer in writing the occurrence or non-occurrence of any event or condition that would

reasonably be expected to result in the failure of Section 7.1(a) or Section 7.1(b) to be capable of being true at any time from the date hereof to the Closing, promptly upon discovery thereof and in no event later than the earlier of (i) two (2) Business Days following discovery thereof or (ii) one (1) calendar day prior to the then-scheduled Closing Date.

(b) From the date hereof until the Closing Date, Buyer shall disclose to Sellers in writing the occurrence or nonoccurrence of any event or condition that that would reasonably be expected to result in the failure of Section 7.2(a) or Section 7.2(b) to be capable of being true at any time from the date hereof to the Closing, promptly upon discovery thereof and in no event later than the earlier of (i) two (2) Business Days following discovery thereof or (ii) one (1) calendar day prior to the then-scheduled Closing Date.

(c) Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 5.4 shall not limit or otherwise affect the rights available to any Party hereunder.

Section 5.5 Access. Upon reasonable advance written request by Buyer, Sellers shall use their commercially reasonable efforts to permit Buyer and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere with the normal business operations of Sellers, to Records and Contracts related to the Acquired Accounts Receivable. All information obtained pursuant to this Section 5.5 shall be subject to the terms and conditions of Section 5.7.

Section 5.6 Press Releases and Public Announcements. Prior to the Closing, no Party shall issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of each of Buyer and Metro; provided, however, that any Party may make (and permit the making of) any public disclosure that it believes in good faith is required by applicable law or in connection with the Chapter 11 Cases (in which case the disclosing Party will use its reasonable best efforts to advise the other Parties prior to making the disclosure).

Section 5.7 Confidentiality.

(a) Each of Sellers, on the one hand, and Buyer, on the other hand, acknowledges that the information previously provided and being provided to it in connection with the transactions contemplated by this Agreement and the Related Agreements is being provided pursuant to the terms of the Confidentiality Agreement. Each of Sellers, on the one hand, and Buyer, on the other hand, acknowledges that it is and shall remain subject to the confidentiality provisions of the Confidentiality Agreement, which confidentiality provisions are incorporated herein by reference, from the date hereof through the Closing Date.

(b) From and after the Closing Date, except as required by applicable law, each Party will, and will cause its Affiliates to, hold, and will use its commercially reasonable efforts to cause its and their respective Representatives to hold, in confidence any and all (i) nonpublic information regarding Sellers, Buyer or their respective

Affiliates, as the case may be, which has been provided to such Party by any other Party hereto in connection with the transactions contemplated by this Agreement and the Related Agreements and (ii) information, whether written or oral, concerning the Acquired Accounts Receivable and the other Parties, except to the extent that such Party can show that such information (A) is in the public domain through no fault of such Party or any of its Affiliates or their respective Representatives or (B) is lawfully acquired by such Party or any of its Affiliates after the Closing Date from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If a Party or any of its Affiliates or Representatives is compelled to disclose any such information by judicial or administrative process or by other requirements of law, such Party shall promptly notify the other Party in writing and shall disclose only that portion of such information that such Party is advised by its counsel in writing is legally required to be disclosed; provided that such Party shall exercise its commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

ARTICLE VI

OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 **Cooperation**. The Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Acquired Accounts Receivable from Sellers to Buyer.

Section 6.2 **Further Assurances**. In case at any time from and after the Closing any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Accounts Receivable Sale Order, at any Party's request and sole cost and expense of the Party making such request, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to Buyer all of the Acquired Accounts Receivable and to confirm Sellers' retention of the Retained Accounts Receivable. Without limiting the generality of this Section 6.2, to the extent that either Buyer or any Seller discovers any additional assets or properties which should have been transferred or assigned to Buyer as Acquired Accounts Receivable but were not so transferred or assigned, Buyer and Sellers shall cooperate and promptly execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to Buyer.

Section 6.3 **Litigation Support**. From and after the Closing, in the event and for so long as any Party actively is contesting or defending against any Litigation commenced by any Person that is not a Party (or a party to any other Related Agreement) with respect to (a) any transaction contemplated by this Agreement or any other Related Agreement or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident,

action, failure to act or transaction on or prior to the Closing Date involving the Acquired Accounts Receivable, each other Party will cooperate with the contesting or defending Party and its counsel in the contest or defense, make available its personnel on a reasonable basis and provide such testimony and access to its books and records as shall be reasonably necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto. As a condition to providing the cooperation required pursuant to this Section 6.3, the Party to provide such cooperation or assistance may require the Party receiving such cooperation or assistance to enter into a non-disclosure agreement reasonably satisfactory in form and substance to the providing Party.

Section 6.4 Certain Tax Payments. Following the Closing, Buyer agrees to pay for the account of Sellers up to a maximum of Seven Hundred Fifty Thousand Dollars ($750,000) in the aggregate of Covered Taxes due and payable in respect of sales by Sellers in the Ordinary Course of Business prior to the Closing under the Asset Purchase Agreement (but excluding any Taxes related to any Retained Accounts Receivable) and documented to the reasonable satisfaction of Buyer. Simultaneously with the Closing, Buyer shall deposit an amount equal to Seven Hundred Fifty Thousand Dollars ($750,000) with an escrow agent that is reasonably acceptable to Buyer and Sellers to be held in an escrow account and disbursed at the direction of Buyer in satisfaction of its obligations pursuant to this Section 6.4 and in accordance with the terms and conditions of an escrow agreement to be entered into on the Closing Date among Buyer, New York Commercial Bank and the Escrow Agent, in form and substance reasonably satisfactory to the parties, provided that any of such escrowed funds not used in satisfaction of Buyer's obligations pursuant to this Section 6.4 shall be remitted to Sellers in accordance with the terms of such escrow agreement.

Section 6.5 Forwarding of Payment. Sellers covenant and agree that if, following the Closing, Sellers or any of their respective agents or Representatives receive payment in respect of any Acquired Accounts Receivable, Sellers shall deliver such payment within two (2) Business Days after receipt thereof to an account designated by Buyer. Buyer covenants and agrees that if, following the Closing, Buyer or any of its agents or Representatives receive payment in respect of any Retained Accounts Receivable, Buyer shall deliver such payment within two (2) Business Days after receipt thereof to the Sellers' Accounts.

Section 6.6 Collection by Buyer. Each Seller hereby irrevocably appoints Buyer with full power of substitution as its true and lawful attorney and authorizes Buyer to act in such Seller's name, place and stead, to demand, sue for, compromise and recover all such sums of money which now are, or may hereafter become, due and payable for or on account of the Acquired Accounts Receivable. Each Seller grants to Buyer full authority to do all things necessary to realize upon the Acquired Accounts Receivable and such Seller's rights thereunder or related thereto pursuant to this Agreement, including the right to endorse and deposit into Buyer's accounts checks made payable to any Seller. Each Seller agrees that the powers granted by this paragraph are discretionary in nature and exercisable at the sole option of Buyer. Buyer shall have no obligation to take any action to prove, defend, demand or take any action with respect to the Acquired Accounts Receivable.

ARTICLE VII

CONDITIONS TO OBLIGATION TO CLOSING

Section 7.1 Conditions to Buyer's Obligations. Subject to Section 7.3, Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing is subject to satisfaction or waiver of the following conditions:

(a) the representations and warranties set forth in Article III shall be true and correct in all material respects at and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date); provided, that this condition shall be satisfied if the failure of such representations and warranties to be so true and correct has not resulted in a Material Adverse Effect on or with respect to the Acquired Accounts Receivable;

(b) Sellers shall have performed and complied with their covenants and agreements hereunder through the Closing in all material respects;

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(d) the Bankruptcy Court shall have entered the Accounts Receivable Sale Order, which shall be in a form and substance reasonably satisfactory to Buyer and such order shall be a Final Order;

(e) from and after the date hereof, there shall not have occurred a Material Adverse Effect on or with respect to the Acquired Accounts Receivable; and

(f) each delivery contemplated by Section 2.5(a) to be delivered to Buyer shall have been delivered.

Section 7.2 Conditions to Sellers' Obligations. Subject to Section 7.3, Sellers' obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to satisfaction or waiver of the following conditions:

(a) the representations and warranties set forth in Article IV shall be true and correct in all material respects at and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date);

(b) Buyer shall have performed and complied with its covenants and agreements hereunder through the Closing in all material respects;

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the

effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(d) the Bankruptcy Court shall have entered the Accounts Receivable Sale Order and such order shall be a Final Order; and

(e) each delivery contemplated by Section 2.5(b) to be delivered to Sellers shall have been delivered.

Section 7.3 No Frustration of Closing Conditions. Neither Buyer, on the one hand, nor Sellers, on the other hand, may rely on the failure of any condition to its obligation to consummate the transactions contemplated hereby set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to use its reasonable best efforts or commercially reasonable efforts, as applicable, with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the transactions contemplated hereby or other breach of a representation, warranty or covenant hereunder.

ARTICLE VIII

TERMINATION

Section 8.1 Termination of Agreement. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) by the mutual written consent of Buyer, on the one hand, and Sellers, on the other hand;

(b) by Buyer by giving written notice to Sellers at any time prior to Closing (i) in the event Sellers have breached any material representation, warranty or covenant contained in this Agreement that would result in the failure of Section 7.1(a) or Section 7.1(b) to be capable of being true on or prior to the End Date, Buyer has notified Sellers of the breach, and the breach has continued without cure for a period of twenty (20) Business Days after the notice of the breach, or (ii) in the event that any other condition set forth in Section 7.1 shall become incapable of being satisfied by the End Date, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants hereof to be performed or complied with by it prior to the End Date, and such condition is not waived by Buyer;

(c) by Sellers by giving written notice to Buyer at any time prior to Closing (i) in the event Buyer has breached any material representation, warranty or covenant contained in this Agreement that would result in the failure of Section 7.2(a) or Section 7.2(b) to be capable of being true on or prior to the End Date, Sellers have notified Buyer of the breach, and the breach has continued without cure for a period of twenty (20) Business Days after the notice of the breach, or (ii) in the event that any other condition set forth in Section 7.2 shall become incapable of being satisfied by the End Date, unless such failure shall be due to the failure of Sellers to perform or comply with

any of the covenants hereof to be performed or complied with by them prior to the End Date, and such condition is not waived by Sellers;

(d) by Buyer, on the one hand, or Sellers, on the other hand, on any date that is after the End Date if the Closing shall not have occurred on or prior to such date; provided, however, that a Party shall not have the right to terminate this Agreement under this Section 8.1(d) if the Closing has not occurred by such date solely because (i) of such Party's failure to fulfill any of its obligations under this Agreement or (ii) a Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing (provided that, in the case of this clause (ii), any Party shall have the right to terminate this Agreement and to abandon the transactions contemplated hereby on any date that is after ten (10) Business Days following such date as any such Decree shall have been withdrawn or otherwise shall no longer be in full force and effect, which shall be the End Date in such case);

(e) by Sellers or Buyer, if there shall be in effect a Final Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement; it being agreed that the Parties shall promptly appeal any adverse determination which is not non-appealable (and shall pursue such appeal with reasonable diligence);

(f) by Buyer, if any of the Chapter 11 Cases are dismissed or converted to a case under chapter 7 of the Bankruptcy Code for any reason;

(g) by Buyer, if the Accounts Receivable Sale Order is modified in any manner that is materially adverse to Buyer without the consent of Buyer; or

(h) by Buyer, if the Accounts Receivable Sale Order has not been entered by the Bankruptcy Court on or before March 8, 2013.

Section 8.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer, on the one hand, or Sellers, on the other hand, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by Buyer or Sellers; provided, however, that such termination shall not relieve any Party from Liability for its intentional breach of this Agreement prior to such termination. Any termination of this Agreement by Buyer or Sellers, or both, pursuant to Section 8.1 shall be effective on the date that written notice of such termination is given by the terminating Party to the other Parties hereto.

Section 8.3 Effect of Termination.

(a) If any Party validly terminates this Agreement pursuant to Section 8.1, then all rights and obligations of the Parties hereunder shall terminate as of the date of such termination and shall become null and void (except that Article I (Definitions), Section 2.3 (Consideration), Section 3.7 (No Other Representations or Warranties),

Section 8.4 (Acknowledgement), Article IX (Miscellaneous), and this Article VIII (Termination) and the Confidentiality Agreement shall survive any such termination) and no Party shall have any Liability to any other Party hereunder except as otherwise expressly set forth in this Agreement (including Section 8.3(c)) or the Confidentiality Agreement.

(b) Nothing in this Section 8.3 shall relieve Buyer from Liability for any breach occurring prior to any termination of this Agreement of any of the representations and warranties (but solely to the extent such breach would result in a failure of the condition set forth in Section 7.2(a)) or covenants (but solely to the extent such breach would result in a failure of the condition set forth in Section 7.2(b)) set forth in this Agreement.

(c) The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 8.3 shall relieve Buyer or Sellers of their respective obligations under the Confidentiality Agreement.

Section 8.4 Acknowledgement. Each of the Parties acknowledges that (a) the agreements contained in this Article VIII are an integral part of the transactions contemplated by this Agreement; and (b) without the agreements contained in this Section 8.4, the Parties would not have entered into this Agreement. In no event shall Sellers or their respective Affiliates have any liability to Buyer or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive or for specific performance of this Agreement is hereby fully waived, released and forever discharged.

ARTICLE IX

MISCELLANEOUS

Section 9.1 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants and other agreements in this Agreement or in any other Related Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (a) those covenants and agreements contained herein that expressly by their terms apply or are to be performed in whole or in part after the Closing, (b) the Parties' representations and warranties relating to such Party's authority and non-contravention with regard to the execution of this Agreement and the other Related Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby, (c) the covenants, representations and warranties in the first sentence of Section 3.4, Section 3.5, Section 3.7, Section 4.6, Section 8.4 and (d) this Article IX, and (e) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (a) through (d) above.

Section 9.2 Expenses. Except as otherwise provided in this Agreement, Sellers and Buyer shall bear their own expenses, including attorneys' fees, incurred in connection with the negotiation and execution of this Agreement, the other Related Agreements and each other

agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby. Notwithstanding the foregoing, in the event of any action or proceeding to interpret or enforce this Agreement, the prevailing Party in such action or proceeding (*i.e.*, the Party who, in light of the issues contested or determined in the action or proceeding, was more successful) shall be entitled to have and recover from the non-prevailing Party such costs and expenses (including all court costs and reasonable attorneys' fees) as the prevailing Party may incur in the pursuit or defense thereof.

Section 9.3 Entire Agreement. This Agreement and the other Related Agreements and the Confidentiality Agreement constitute the entire agreement between the Parties with respect to the purchase and sale of the Acquired Accounts Receivable and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties, written or oral, to the extent they relate in any way to the purchase and sale of the Acquired Accounts Receivable. For the avoidance of doubt, nothing in this Agreement or the Related Agreements shall be deemed to amend, modify or waive any provision of the Asset Purchase Agreement or in any way affect the rights of any Person thereunder.

Section 9.4 Incorporation of Exhibits. The exhibits to this Agreement are incorporated herein by reference and made a part hereof.

Section 9.5 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties, except that Sellers may assign this Agreement, and any of its rights, interests, or obligations hereunder, to New York Commercial Bank without the prior written approval of Buyer. Notwithstanding the foregoing, Buyer shall be permitted to assign any and all of its rights and interests hereunder relating to any or all of the Acquired Accounts Receivable to one or more of its Affiliates or designees and to designate one or more Affiliates or designees to perform its obligations under this Agreement and in the event of any such designation or assignment by Buyer to one of its Affiliates or designees, Buyer shall cause such Affiliate or designee to perform Buyer's obligations under this

Agreement and Buyer shall not be relieved or excused from its obligations pursuant to the terms of this Agreement.

Section 9.7 Notices. All notices, requests, demands, claims and other communications hereunder will be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given when given as set forth in Section 9.7 of the Asset Purchase Agreement.

Section 9.8 Governing Law; Jurisdiction. This Agreement shall in all aspects be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York (other than Section 5-1401 of the New York general obligations law), and the obligations, rights and remedies of the Parties shall be determined in accordance with such laws. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement or arising under this Agreement shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of New York, sitting in New York County, and the federal courts of the United States of America sitting in the City, County and State of New York shall have exclusive jurisdiction over such Litigation.

Section 9.9 Consent to Service of Process. Each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.7.

Section 9.10 WAIVERS OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE OTHER RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.11 Specific Performance; Remedies.

(a) Each Party acknowledges and agrees that, in addition to any other remedies which may be available to that Party at law or in equity, the other Part(ies), as applicable (the "Other Party"), would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, in addition to any other remedy that the Other Party may have under law or equity, the Other Party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

(b) Each Party agrees that it will not oppose the granting of specific performance or an injunction sought in accordance with this Section 9.11 on the basis

that the Other Party has an adequate remedy at law or that any award of specific performance is, for any reason, not an appropriate remedy. The Other Party shall not be required to provide any bond or other security in connection with any such injunction or other equitable remedy. The End Date shall be tolled from the date the Other Party files a petition seeking specific performance or an injunction under this Section 9.11 until a final, non-appealable, decision regarding this matter is obtained from a court of competent jurisdiction.

(c) The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by Law or otherwise.

Section 9.12 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Section 9.13 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 9.14 Construction. The construction of this Agreement shall be subject to the principles of construction set forth in Section 9.14 of the Asset Purchase Agreement.

Section 9.15 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to Sellers or the Chapter 11 Cases, the provisions of Rule 9006(a) of the Federal Rules of Bankruptcy Procedure shall apply.

Section 9.16 Mutual Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.17 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 Counterparts; Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.19 Time of Essence. Time is of the essence of this Agreement.

[END OF PAGE]

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE TO

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLERS:

METRO FUEL OIL CORP.
APOLLO PETROLEUM TRANSPORT, LLC
METRO ENERGY GROUP LLC
METRO TERMINALS CORP.

By: _____
Name: Paul Pallo
Title: President, Member, Vice-President

BUYER:

UNITED METRO ENERGY CORP.

By: _____
Name: J Nelson Happy
Title: Asst Secretary

Exhibit A

Acquired Accounts Receivable

Exhibit B

Form of Accounts Receivable Bill of Sale

Exhibit C

Form of Accounts Receivable Sale Order

Exhibit A – Acquired Accounts Receivable – is redacted to protect customer privacy.

Exhibit B - Form of Accounts Receivable Bill of Sale

ACCOUNTS RECEIVABLE BILL OF SALE

THIS ACCOUNTS RECEIVABLE BILL OF SALE (this "Accounts Receivable Bill of Sale") is entered into as of the March [●], 2013, by and among Metro Fuel Oil Corp., a New York corporation ("Metro"), Apollo Petroleum Transport, LLC, a New York limited liability company ("APT LLC"), Metro Energy Group LLC, a New Jersey limited liability company ("Metro Energy"), Metro Terminals Corp., a New York corporation ("Metro Terminals" and, together with Metro, APT LLC and Metro Energy, "Sellers," and each individually, a "Seller"), and United Metro Energy Corp., a Delaware Corporation ("Buyer"). Sellers and Buyer are referred to individually as a "Party" and collectively herein as the "Parties."

WHEREAS, Sellers and Buyer are parties to that certain Accounts Receivable Purchase Agreement, dated as of March 6, 2013, by and among Sellers and Buyer (the "Accounts Receivable Purchase Agreement");

NOW, **THEREFORE**, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by the Accounts Receivable Purchase Agreement:

1. Definitions. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Accounts Receivable Purchase Agreement.

2. Conveyance of the Acquired Accounts Receivable. Each Seller hereby irrevocably and unconditionally sells, conveys, transfers, assigns and delivers to Buyer and its successors and assigns, for its and their own use and benefit forever, and Buyer hereby purchases, acquires and accepts from each such Seller, all of such Seller's right, title and interest in, to and under the Acquired Accounts Receivable on the terms and conditions set forth in the Accounts Receivable Purchase Agreement, in each case free and clear of all Liens.

3. Further Assurances. At any time or from time to time on or after the Closing Date, each Party hereto shall, at the sole cost and expense of the requesting Party, execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further instruments, consents and other documents, and take, or cause to be taken, such further actions, as the other Parties hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Accounts Receivable Bill of Sale.

4. No Modification. This Accounts Receivable Bill of Sale is made pursuant to the Accounts Receivable Purchase Agreement. Notwithstanding anything to the contrary contained in this Accounts Receivable Bill of Sale, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of Sellers or Buyer under the Accounts Receivable Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Accounts Receivable Purchase Agreement, the terms and provisions of the Accounts Receivable Purchase Agreement shall control.

5. Amendment. This Accounts Receivable Bill of Sale may not be amended except by an instrument in writing signed on behalf of each Party.

6. Successors and Assigns. This Accounts Receivable Bill of Sale is made for the benefit of, and shall be binding upon, inure to the benefit of and be enforceable by, the Parties hereto and the Parties' respective successors and assigns, and nothing in this Accounts Receivable Bill of Sale, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits, claims, causes of action, remedies or any other rights of any nature whatsoever under or by reason of this Accounts Receivable Bill of Sale.

7. Severability. In the event that any provision contained in this Accounts Receivable Bill of Sale shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

8. Counterparts. This Accounts Receivable Bill of Sale may be executed in two or more counterparts (including by means of facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Accounts Receivable Bill of Sale by facsimile or e-mail delivery (in Adobe PDF format) shall be effective as delivery of a manually executed counterpart of this Accounts Receivable Bill of Sale.

9. Section Headings. The section headings contained in this Accounts Receivable Bill of Sale are inserted for reference purposes only and shall not affect in any way the meaning or interpretation of this Accounts Receivable Bill of Sale.

10. Governing Law. This Accounts Receivable Bill of Sale and any disputes arising from or related hereto shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction), including all matters of construction, validity and performance, that would cause the application of the law of any jurisdiction other than the State of New York, except Sections 5-1401 and 5-1402 of the general obligations law of the State of New York.

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IN WITNESS WHEREOF, each of the Sellers and Buyer has caused this Accounts Receivable Bill of Sale to be executed as of the date first written above.

SELLERS:

METRO FUEL OIL CORP.
APOLLO PETROLEUM TRANSPORT, LLC
METRO ENERGY GROUP LLC
METRO TERMINALS CORP.

By:_____
Name:
Title:

BUYER:

UNITED METRO ENERGY CORP.

By:_____
Name:
Title:

Exhibit 2

Side Letter

EXECUTION VERSION

United Metro Energy Corp.
823 11th Avenue
New York, NY 10019

March 7, 2013

VIA ELECTRONIC MAIL

Metro Fuel Oil Corp.
Apollo Petroleum Transport, LLC
Metro Energy Group LLC
Metro Terminals Corp.

c/o Metro Fuel Oil Corp.
500 Kings Land Avenue
Brooklyn, NY 11222
Attention: David Johnston, Chief Restructuring Officer
Email: djohnston@alixpartners.com

Ladies and Gentlemen:

Reference is made to that certain Accounts Receivable Purchase Agreement (the "ARPA"), dated as of March 6, 2013, by and among by and among Metro Fuel Oil Corp., a New York corporation ("Metro"), Apollo Petroleum Transport, LLC, a New York limited liability company ("APT LLC"), Metro Energy Group LLC, a New Jersey limited liability company ("Metro Energy"), Metro Terminals Corp., a New York corporation ("Metro Terminals" and, together with Metro, APT LLC and Metro Energy, "Sellers," and each individually, a "Seller"), and United Metro Energy Corp., a Delaware Corporation ("Buyer"). Sellers and Buyer are referred to individually as a "Party" and collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the ARPA.

In accordance with the terms of the Accounts Receivable Sale Order and the ARPA, Sellers and Buyer hereby agree as follows:

1. During the period between the signing of the ARPA and the Closing, Buyer shall collect (for Buyer's account) payments in respect of the Acquired Accounts Receivable. For purposes of Buyer's preparation of the Post-Closing A/R Statement pursuant to Section 2.6(b) of the ARPA (and for all purposes under Sections 2.6(b), 2.6(c) and 2.6(d) of the ARPA), any and all Net A/R Proceeds actually received by Buyer in respect of Acquired Accounts Receivable between the signing of the ARPA and the Closing shall be included in the calculation of the total amount of Acquired Accounts Receivable as of the Effective Time. In the event that the Closing does not occur and the ARPA is terminated in accordance with its terms, Buyer shall deliver all Net A/R Proceeds actually received by it in respect of the Acquired Accounts Receivable to an account designated by Sellers.

2. Except as specifically provided in this letter agreement and as the context of this letter agreement otherwise may require to give effect to the intent and purposes of this letter agreement, the ARPA shall remain in full force and effect without any other amendments or modifications.

3. This letter agreement shall be binding upon any permitted assignee, transferee, successor or assign of any of the Parties hereto.

4. This letter agreement and any disputes arising from or related hereto shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction), including all matters of construction, validity and performance, that would cause the application of the law of any jurisdiction other than the State of New York, except Sections 5-1401 and 5-1402 of the general obligations law of the State of New York.

5. This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This letter agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

If the foregoing correctly sets forth our agreement, please so indicate by signing in the space provided below, and this letter agreement shall constitute an effective agreement between us.

Sincerely,

UNITED METRO ENERGY CORP.

By: _____
Name: John A. Catsimatidis
Title: Chairman and CEO

Agreed and Accepted as of the first date written above:

METRO FUEL OIL CORP.
APOLLO PETROLEUM TRANSPORT, LLC
METRO ENERGY GROUP LLC
METRO TERMINALS CORP.

By:_____
Name:
Title:

If the foregoing correctly sets forth our agreement, please so indicate by signing in the space provided below, and this letter agreement shall constitute an effective agreement between us.

Sincerely,

UNITED METRO ENERGY CORP.

By:_____
Name: John A. Catsimatidis
Title: Chairman and CEO

Agreed and Accepted as of the first date written above:

METRO FUEL OIL CORP.
APOLLO PETROLEUM TRANSPORT, LLC
METRO ENERGY GROUP LLC
METRO TERMINALS CORP.

By:_____
Name:
Title:

Exhibit 3

Wind Down Budget

Metro
Wind Down Budget

Week Ending	Week 23 Wind Down 3/9/2013	Week 24 Wind Down 3/16/2013	Week 25 Wind Down 3/23/2013	Week 26 Wind Down 3/30/2013	Wind Down Total
I. Cash Flow					
Beginning Bank Cash Balance (1)	**590,000**	**265,000**	**160,000**	**40,000**	**590,000**
Receipts					
Product Sale Receipts (2)	-	-	-	-	-
Tax Refunds	-	-	-	-	-
Miscellaneous Receipts	-	-	-	-	-
Receipts Subtotal	-	-	-	-	-
Operating Disbursements					
Product Purchases (3)	(10,000)	-	(10,000)	-	(20,000)
Operating Expenses (3)	(50,000)	(30,000)	(20,000)	(10,000)	(110,000)
Payroll and 401K (4)	(225,000)	(50,000)	(25,000)	(15,000)	(315,000)
Insurance (incl Health)	-	-	-	-	-
Tax Payments	-	-	-	-	-
Ordinary Course Professional Fees (3)	(10,000)	-	(45,000)	-	(55,000)
Other (3)	(20,000)	(15,000)	(10,000)	(5,000)	(50,000)
Operating Disbursements Subtotal	(315,000)	(95,000)	(110,000)	(30,000)	(550,000)
Operating Cash Flow	**(315,000)**	**(95,000)**	**(110,000)**	**(30,000)**	**(550,000)**
Interest Payments	-	-	-	-	-
Restructuring Professionals	-	-	-	-	-
US Trustee Fees	(10,000)	(10,000)	(10,000)	(10,000)	(40,000)
Other	-	-	-	-	-
Non-Operating Disbursements Subtotal	(10,000)	(10,000)	(10,000)	(10,000)	(40,000)
Net Book Cash Flow (Weekly)	**(325,000)**	**(105,000)**	**(120,000)**	**(40,000)**	**(590,000)**
Ending Bank Cash Balance	**265,000**	**160,000**	**40,000**	**-**	**-**

II. Wind Down Notes

1. Beginning Bank Cash Balance represents estimated amounts reserved from cash on hand at closing.
2. Wind Down Budget does not include any additional A/R amounts collected that may be shared with the Debtors.
3. Amounts include payment of outstanding checks (i.e. float), along with payment of outstanding post-petition invoices and other wind down expenses.
4. Payroll amounts include payment of outstanding payroll checks as of the closing date, along with payroll amounts for 3/5/13 which will be paid post-closing.