

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MASSACHUSETTS

<i>In Re:</i>)	
KEN'S HEATING AND OIL)	Case No. 08-15280
SERVICES, INC.)	
ARCHIES OIL SERVICES, INC.,)	Case No. 08-15275
ARCHIES AND KEN'S OIL AND)	Case No. 08-15276
HEATING SERVICE, INC.)	Chapter 7
)	
<i>Debtors</i>)	

**DEBTOR'S OPPOSITION TO MOTION OF INTERIM CHAPTER 7 TRUSTEE FOR
TURNOVER OF PROPERTY AND CEASE AND DESIST ORDER**

Now comes the debtors, Ken's Heating and Oil Services, Inc., Archies Oil Services, Inc., and Archie's and Ken's Oil and Heating Service, Inc. by and through its counsel in the above-entitled matter and states the following:

- 1) These cases were all filed as an Emergency Chapter 7 case on July 18, 2008.
- 2) Under Local Rule 5005-4, we have faxed this motion to the Court to fax# 617-565-6651, and sent to counsel for the moving party via electronic mail.
- 3) The debtors are in the process of filing all schedules, statements of financial affairs and related documents to update the initial case filing on July 18, 2008.
- 4) The debtor does operate an Oil and Delivery business located at 140 Howard St. Brockton, Massachusetts.
- 5) The Bank "Rockland Trust Company" is a secured creditor of the Debtor and has a security interest in all assets, real and personal, of the Debtor to secure obligations in the amount of \$563,360, not \$700,000 as stated in the Trustees Motion to Cease and Desist.

It is believed that based on information and belief, the property is valued at over \$700,000.

- 6) As Counsel for the Debtors, voicemails were left on my partners voice mail, who has been on limited vacation this week attending to matters regarding his infant child whom is epileptic. He has many voice mails and has not as of yet played, received or heard the voicemail on July 22, 2008 to relay message from Trustee to order Debtor to cease operations. We did advise Debtor of Trustees email dated July 23, 2008 regarding the Cease and Desists order, and at that time I informed the Trustee that such cases were being converted to Chapter 11 reorganization. (See exhibit D attached hereto).
- 7) Motions for all Corporate Debtors to convert to Chapter 11 were filed with this Court today July 25, 2008.
- 8) The Debtors did not understand the severity of which to cease and desist business operations, because in their minds, since they were converting to Chapter 11, they believed the plan of reorganization will benefit the creditors.
- 9) As of today's date July 25, 2008, the Debtors have sought the authority from this Honorable court to operate under Chapter 11. The Debtors believe their business can emerge from Chapter 11 under a plan of reorganization due to the overwhelming demand from their existing client base. (see exhibit E attached hereto)
- 10) The Debtors business has suffered from the recent Oil Crisis which affects all small business Oil Suppliers across the country. Allowing Motion to Take Property will ruin Debtor's ability to effectively plan in its conversation to Chapter 11, and to implement it reasonable plan for reorganization. Further such taking will cause great harm to the Debtors and Bankruptcy Estate. rise in oil prices to convert Such motion to convert the

Chapter 11 cases interest moves this Honorable Court pursuant to 11 U.S.C. § 706(a) to convert this Chapter 7 Case to a case under Chapter 11.

- 11) It will be in the best interest of all parties, including the public domain to allow the Business to operate during the Chapter 11 Bankruptcy Estate, given the nature that Oil and Oil containers are stored on the premises.
- 12) The Debtors have been in business in the State of Massachusetts since 1966, and have had a successful track record of conducting business operations. It is only a result of the recent economic impact on the small Oil companies given the rapid rise of Oil prices that has placed a great strain on their business.
- 13) The Debtors and Counsel had several meeting and phone discussions with the Bank "Rockland Trust Rockland Trust Company" over the last few months, and had the bank reissued debt secured by the Debtors collateral, this case may not have been filed at all.
- 14) The Debtors sought Bankruptcy protection from aggressive foreclosure action brought on by the Bank Rockland Trust. (see exhibit A attached hereto)
- 15) The Debtors have sought additional financing in order to payoff all creditors including Rockland Trust, from Avitar Services, LLC (See exhibit B Attached hereto). Avitar Services, LLC has pledged approximately \$2,000,000, and such funds will be used to payoff all creditors, if such plan to convert to Chapter 11 is not approved by the Court, and the Trustee is allowed to cease business, the Debtors business will suffer great harm.
- 16) The Lending companies Attorney Mr. John Marino, has informed the Debtors, that such monies are available and will be disbursed shortly. (see exhibit C attached hereto)
- 17) Debtors seek relief from this motion by grant of their Motions to Convert Chapter & Case to Another case filed on July 25, 2008 based on its reasonable possibility of a successful

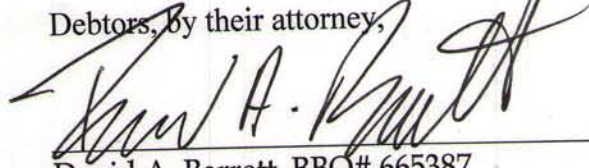
reorganization within a reasonable time. (See *United Savings Ass'n v. Timbers of Inwood Forest Associates, Ltd.*, 484 U.S. 365 (1988).

- 18) This case has been recently filed as an Emergency Chapter 7, with debtors now seeking to convert to a Chapter 11 case. In the case, *In re Con Am Grandview Associates, Ltd. Partnership*, 179 29 (S.D.N.Y. 1995) the bankruptcy court held that the burden to show reasonable prospect for reorganization within a reasonable time increased with the length of the case, and in these cases such have just been filed.
- 19) The property contains a "bulk plant" which is critical to any effective reorganization plan of these debtors. Taking this property under this motion will preclude any effective reorganization plans. The debtors have financing available.

WHEREFORE, Counsel for Debtors prays that this Honorable Court:

- 1) Deny the Motion of Interim Chapter 7 Trustee Requesting a Turnover of Property and Cease and Desist Order;
- 2) Allow Debtor's separately filed Motions to Convert the Chapter 7 cases (08-15280, 08-15275, 08-15276), to cases under Chapter 11.
- 3) To allow the Debtors to operate their business while reorganizing their business plan under Chapter 11.

Debtors, by their attorney,



David A. Barrett, BBO# 665387

Hulien & Barrett, LLC
62 Main Street, Suite 2A
Kingston, Massachusetts 02364

Eight Faneuil Hall Marketplace - Third Floor
Boston, Massachusetts 02109

Phone: (877) 473-7852
Email: HulienBarrett@gmail.com

Dated: July 25, 2008

JACK MIKELS & ASSOCIATES, LLP

1 BATTERY MARCH PARK • SUITE 309 • QUINCY, MASSACHUSETTS 02169-7454
Telephone: 617.472.5600 • Telecopier: 617.472.5875 • E-Mail: jmikels@gis.net

July 10, 2008

Certified Mail-Return Receipt Requested
and First Class Mail

Arthur Alden, President
Archie's Oil Service, Inc.
140 Howard Street
Brockton, MA

JACK J. MIKELS
MICHAEL A. WIRTZ
ELIZABETH A. DOUBLEDAY
ROCHELLE NELSON MIKELS
ATTORNEYS AT LAW

"EXHIBIT A "

RE: NOTICE OF DISPOSITION OF COLLATERAL

Dear Mr. Alden:

As you are aware, this firm represents Rockland Trust Company (the "Bank"), 288 Union Street, Rockland, MA (781-878-6100), with respect to your loan arrangements with the Bank.

The Bank will sell your customer list and receivables by private sale sometime after 2:00 p.m. on July 21, 2008.

The Bank will sell all other personal property to the highest qualified bidder in public as follows:

Day and Date: Thursday, July 31, 2008

Time: 10:00 a.m.

Place: 140 Howard Street, Brockton, MA

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell at no charge. You may request an accounting by calling this office.

Sincerely,


Jack J. Mikels

cc: Virginia Norkevicius, Sr. V.P.
Anne C. Jacobs, V.P.
Thomas Hulihan, Esq.
Mr. Arthur Alden, 30 Amherst Street, Bridgewater, MA 02324
Mr. Henry Kislaukis, 33 Snell Street, Brockton, MA

AVITAR
Services Inc.

"EXHIBIT B"

270 SW 31 Street,

Fort Lauderdale, FL 33315

Tel: 917-374-8618

FUNDING COMMITMENT

Date: June 11, 2008

Avitar Services, LLC
270 SW 31 Street,
Fort Lauderdale, FL 33315

Attention: Arthur Alden
Archie's Oil

Reference: Loan Funding

Subject: Commitment to fund the first tranche of Ten Million United States Dollars
(\$10,000,000.00)

Transaction Code: JI/AI 0003

Dear Mr. Alden:

This letter sets forth the commitment of Avitar Services LLC, (hereinafter "Funder") in relationship to funding a loan in favor of Archie's Oil, (hereinafter collectively called the "Applicant"), subject to provision of security in the form and substance satisfactory to the Funder in the amount of Ten (10) Million United States Dollars (\$10,000,000.00). The sum of Ten Million United States Dollars (\$10,000,000.00) will be provided to the Applicant subject to the provisions of this Funding Commitment and will be distributed pursuant to Escrow conditions approved by the Funder.

The parties to this Funding Commitment hereto acknowledge and agree that each has been given the opportunity to independently review this Contract, with advice of legal counsel and have the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof.

The parties to this Funding Commitment confirm that they will adhere to the Rules and Protocol of the International Chamber of Commerce, Paris, France with respect

to the introduction, honoring of intermediaries between Principals, as well as between transactions, handling of confidential information, intellectual property, business negotiations and the development, as well as the ongoing maintenance of all business relationships. The Funder shall be the sole provider of funds to the applicant, such provision of funds being subject to the terms and provisions of this Funding Commitment. The term of this Funding Commitment shall begin on the date this document is signed by both parties and shall terminate one hundred and eighty (180) days later. The parties to this Funding Commitment agree to comply with the Rules of Protocol during the term hereof and for a period of two (2) years thereafter, and such compliance shall survive the termination of this Funding Commitment.

The contracted parties recognize the unique services rendered by their respective representatives and agents, without whose assistance, this transaction would not be possible. The transaction provided for herein shall be subject to the following additional terms and conditions:

Funder: Avitar Services LLC.
270 SW 31 Street,
Fort Lauderdale, FL 33315

"EXHIBIT B"

Representative: Mr. John Gaines
Chairman & CEO

Applicant: Archie's Oil

Attention: Mr. Arthur Alden

Gross Loan Amount: Ten Million United States Dollars (\$10,000,000.00).

Loan Maturity: Ten Years and One Day from the date of closing of the loan described claim.

Interest Rate: Archie's Oil will be required to deposit collateral to cover all of the interest costs for the term of this agreement (ten years) prior to the Closing as advised by our Investment Bankers. This will be held in escrow and taken from the proceeds of the loan.

Offering Expenses: A fee equal to Six (6%) Percent of the Gross Loan Amount or Six Million United States Dollars (\$6,000,000.00) shall be paid to Avitar Services, LLC. at the Closing.

Archie's Oil, Inc. must also provide authorization within the 'Escrow Agreement' to use the collateral deposited to pay Avitar's fees immediately in the event that Archie's Oil, Inc. stops the Funding Process for any reason, after the funding process begins.

"EXHIBIT 3 "

If for some reason, not caused by Archie's Oil, Inc., Avitar is not able to provide the subject funds, the offering expense deposit as per this agreement will be returned.

Transaction costs that are a JoyVer responsibility include the Trust and Indenture documents cost, the loan document cost, the rating costs, the Institutional Offering costs, Investment Banker's fees, and the legal costs of Legal Council, and Avitar Fees. There shall be no other costs or expenses to the Applicant from Avitar associated with the initial funding of this project. CD costs required to support this project and other Applicant expenses are the responsibility of the Applicant.

- Term:** The term of the loan will be Ten Years and One Day.
- Purpose:** Providing Funds to the Applicant
- Limitation Of Use:** This Funding Commitment is created for the benefit of Archie's Oil, Inc., and or Assigns, as Applicant and is provided solely to evidence the terms and conditions of Funder's Commitment.
- Liability:** By acceptance of the terms and conditions of this Funding Commitment, the Applicant warrants to hold harmless the Funder against any and all claims howsoever arising from investment and development of loan funds. Funder has no implied liability to Applicant except to fund the loan amount subject to the terms and conditions herein stated.
- Governing Law:** This Funding Commitment shall be governed by and interpreted in accordance with the Laws of the State of MA.
- Contingencies:** Performance of the transaction contemplated herein is contingent (i) upon the sale of bonds in the amount of Ten ~~Hundred~~ Million United States Dollars (\$10,000,000.00), and deposit of the cash in a united states bank, in the name of the Applicant, (ii) upon the execution of such other documents as may be reasonably required by the Funder, and approved by the Applicant, including but not limited to the Trust and Deposit Agreement with Indenture Provisions. Avitar Holdings, Inc. retains the right to terminate this agreement, by giving written notice, without cost, liability, expense or obligation at any time prior to it's beginning the Funding Process, as said Funding Process is defined herein.
- Non-Circumvention:** The Parties hereby agree to do no act which may result in an interruption of the propriety interest of the other, including but not limited to, the source of supply for Applicant's loan, and the source of Funder's monies; and shall do no act or be guilty of an actionable omission which would directly or indirectly interfere with the interests of the other for a period of (2) years from the end

of the term of this Funding Commitment. In the event that any party to this Funding Commitment, its officers, directors, agents, employees, affiliates, relatives or assigns attempts to utilize any information obtained from the other, or the other's nominees, third parties securities firm or bank officers disclosed to that party; and, that party utilizes that information to the detriment of the other, or for the benefit of itself, or any third person or entity, either directly or indirectly, that party shall pay liquidated damages to the other equal to THREE (3) TIMES THE BENEFIT DERIVED BY THAT party, or such third person or entity from any transaction that arises by such acts.

Facsimiles/
Counterparts:

This Funding Commitment may be copied and transmitted via facsimile. Every copy duly signed, transmitted, and confirmed via facsimile will be treated as an original and recognized as legally binding; and all copies, though signed by a single signatory, when combined with the signed copies of all signatories, shall combine to form one and the same document. If the foregoing terms and conditions are acceptable to you, please confirm your acceptance by initialing each page and countersigning this page on the line below.

Avitar Services LLC.

"EXHIBIT B "



Dated: June 6, 2008

By: John Gaines Avitar Services, LLC

Acknowledged and Accepted by Arthur Alden, Archie's Oil

By: 

"EXHIBIT C"

ABRAHAM BORENSTEIN & ASSOCIATES, P.C.
ATTORNEYS AT LAW
155 MORRIS AVENUE
SPRINGFIELD, NEW JERSEY 07081
PHONE: 973 379-2444
FAX: 973 379-4620

OF COUNSEL DAVID L. HATTON, ESQ.
ORSHAN LITTMAN SEIDEN RAMOS
HATTON & HUESMAN LLP
150 ALHAMBRA CIRCLE, SUITE 1150
CORAL GABLES, FLA., 33144
PHONE: 305 858-0230
CELL: 786 525-6855
E-MAIL: dhattton@hattonlaw.com

OF COUNSEL JOHN MARINO, ESQ.
2901 CLINT MOORE RD.
PMB # 159
BOCA RATON, FL 33496
PHONE: 561 498 3992
CELL: 954 234-8716
E-MAIL: jmarino@jmarino.com
E-FAX: 309 401-1666
(admitted EU COUNTRIES)

July 8, 2008

MS. ANNE JACOBS
ROCKLAND TRUST
288 UNION STREET
ROCKLAND, MA. 02370
Via E-mail: anne.jacobs@rocklandtrustvm.com

Dear Ms. Jacobs:

Please be advised that we are representing Avitar Services LLC., and our corporate client has arranged an immediate closing on behalf of Archie's Oil.

This closing is scheduled to be completed within the next few days and funds made available to Archie's Oil by the early part of next week.

We believe it is therefore prudent to immediately cease any action on the part of ROCKLAND TRUST as it would save substantial costs to allow the entire obligation to be satisfied next week.

Your Trust would not suffer any significant damage by allowing the closing to proceed and having the obligations paid in full in a matter of a few business days.

Please feel free to contact me for any further information.

Yours truly,


JOHN MARINO ESQUIRE, OF COUNSEL

Thomas Hulien CPA ESQ MST

From: Thomas Hulien CPA ESQ MST [thomas@hulientaxlaw.com]
Sent: Friday, July 25, 2008 9:07 AM
To: 'sshamban@yahoo.com'
Subject: RE: Archies Oil Services, Inc., etc.

"EXHIBIT D "

Attorney Shamban,

I was out of the office yesterday attending personal matters. We did advise our clients to stop doing business until the Motion to Convert is filed. My associate has filed that motion to convert to Ch. 11 this morning. I have a lot of email to sift through this morning concerning the relief from automatic stay which we intend to oppose. We do not feel Rockland Trust is under secured on their notes, and believe the valuations on the property are severally discounted. I would like to speak with you regarding this matter as soon as possible. I have a meeting in a few minutes which will last about 2 hours, and I will call your office at that time.

Thank you

Thomas Hulien, CPA, MST, ESQ
 Hulien & Barrett, LLC
 62 Main St Suite 201
 Kingston, MA 02364
 Phone - 781-829-1096
 Fax - 781-582-1135

Privileged and Confidential Information

The information contained in this transmission is confidential and is solely intended for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited under applicable law. If you received this transmission in error, please notify our office via telephone immediately and destroy all copies of the documentation that was received by you either electronically or otherwise. We apologize for any inconvenience this error may have caused.

IRS Circular 230 Disclosure: Any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used for the purpose of avoiding penalties under the Internal Revenue Code and cannot be used for that purpose.

-----Original Message-----

From: Stephen Shamban [mailto:sshamban@yahoo.com]
Sent: Wednesday, July 23, 2008 7:43 PM
To: Thomas Hulien CPA ESQ MST
Cc: Debbie Casey
Subject: RE: Archies Oil Services, Inc., etc.

Attorney Hulien: While your clients operate the business in chapter 7 without any legal authority the bankruptcy estates are at great risk. The cease and desist order of my letter remains in full force and effect. If the motions to convert are not filed by the close of business tomorrow-July 24 at 5 pm-we will take matters into our own hands including seeking intervention of the court with your clients (and you as counsel if you had knowledge of this) being subject to the consequences. Stephen E. Shamban
 STEPHEN E. SHAMBAN LAW OFFICES, P.C.
 P.O. Box 850973
 222 Forbes Road, Ste. 208
 Braintree, MA 02185-0973

7/25/2008

(781) 849-1136 - telephone
(781) 848-9055 - facsimile

--- On Wed, 7/23/08, Thomas Hulien CPA ESQ MST <thomas@hulientaxlaw.com> wrote:
From: Thomas Hulien CPA ESQ MST <thomas@hulientaxlaw.com>
Subject: RE: Archies Oil Services, Inc., etc.
To: "Stephen Shamban" <sshamban@yahoo.com>
Cc: "David Barrett" <hulienbarrett@gmail.com>
Date: Wednesday, July 23, 2008, 4:54 PM

Dear Attorney Shamban,

Please be advised the Corporate Ch 7 cases are being converted to Ch 11, a motion for conversion is to be filed forthwith.

Please feel free to call to discuss.

Thomas Hulien, CPA, ESQ.
Hulien & Barrett, LLC
62 Main St Suite 201
Kingston, MA 02364
Phone - 781-829-1096
Fax - 781-582-1135

"EXHIBIT D "

Privileged and Confidential Information

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-----Original Message-----

From: Stephen Shamban [<mailto:sshamban@yahoo.com>]
Sent: Wednesday, July 23, 2008 3:22 PM
To: thomas@hulientaxlaw.com
Cc: Debbie Casey
Subject: Archies Oil Services, Inc., etc.

See attached letter.

Stephen E. Shamban

7/25/2008

E.O.M FEB 08

Monthly Posting Journal Summary

Company All Code All

03/01/08

Code	Description	Debit Gallons	Credit Gallons	Debits (\$)	Credits (\$)	Total
1	Prime	0.0	0.0	870.00	-25.00	845.00
2	#2 FUEL	201,154.9	-100.0	685,251.18	-275.00	684,976.18
3	Winter flow	0.0	0.0	216.00	0.00	216.00
10	BURNER SVC	0.0	0.0	63,331.27	-4,104.38	59,226.89
11	CLEAN& SVC	0.0	0.0	249.20	0.00	249.20
12	Callback warranty - no charge	0.0	0.0	10.95	0.00	10.95
24	MISC CHARGE	0.0	0.0	292.84	0.00	292.84
25	MISC DEBIT	0.0	0.0	0.00	-0.01	-0.01
40	RET'D CHK	0.0	0.0	2,263.37	0.00	2,263.37
42	FIN/CHARGE	0.0	0.0	1,174.64	-89.12	1,105.52
44	CREDIT FIN/CHARGE	0.0	0.0	0.00	-4.39	-4.39
49	Constable Fees	0.0	0.0	200.00	0.00	200.00
78	Direct Deposit	0.0	0.0	0.00	-9,571.33	-9,571.33
80	PAYMENT	0.0	0.0	0.00	-641,601.08	-641,601.08
81	DISCOUNT	0.0	0.0	0.63	-29,026.67	-29,026.04
82	CREDIT	0.0	0.0	0.00	-1,345.09	-1,345.09
91	COLLECTION EXPENSE	0.0	0.0	0.00	-74.71	-74.71
95	WRITE-OFF BAD DEBT	0.0	0.0	0.00	-98.77	-98.77
96	RE-DEPOSIT	0.0	0.0	0.00	-1,805.71	-1,805.71
100	WRONG ACCT CREDITED	0.0	0.0	782.00	-782.00	0.00
801	MA STATE SALE TAX-SVC	0.0	0.0	407.28	-4.22	403.06
820	MA SALES TAX FUEL	0.0	0.0	636.90	0.00	636.90
TOTALS:		201,154.9	-100.0	755,696.26	-688,787.48	66,908.78

"EXHIBIT E"

History Posting Journal Summary

Company All Code All 01/01/08-01/31/08 072308

Code	Description	Debit Gallons	Credit Gallons	Debits (\$)	Credits (\$)	Total
1	Prime	0.0	0.0	925.00	0.00	925.00
2	#2 FUEL	233,858.6	-669.3	791,263.82	-2,266.60	788,997.22
3	Winter flow	0.0	0.0	580.95	0.00	580.95
10	BURNER SVC	0.0	0.0	21,948.92	0.00	21,948.92
11	CLEAN& SVC	0.0	0.0	567.52	0.00	567.52
20	TANK INSURANCE	0.0	0.0	46.95	0.00	46.95
24	MISC CHARGE	0.0	0.0	25.30	0.00	25.30
25	OPENING BALANCE	0.0	0.0	815.96	0.00	815.96
27	OPENING CREDIT BAL.	0.0	0.0	0.00	-173.98	-173.98
31	DEL'Y CHARGE	0.0	0.0	25.00	0.00	25.00
40	RET'D CHK	0.0	0.0	3,744.46	0.00	3,744.46
42	FIN/CHARGE	0.0	0.0	1,055.25	-7.06	1,055.19
43	REFUND	0.0	0.0	735.45	0.00	735.45
46	billed wrong	0.0	0.0	0.00	-498.00	-498.00
47	credited wrong	0.0	0.0	-422.40	-94.60	-517.00
78	Direct Deposit	0.0	0.0	0.00	-1,988.00	-1,988.00
80	PAYMENT	0.0	0.0	0.00	-697,941.71	-697,941.71
81	DISCOUNT	0.0	0.0	0.00	-24,787.27	-24,787.27
82	CREDIT	0.0	0.0	0.00	-1,319.75	-1,319.75
90	PAYMENT NEWEST	0.0	0.0	0.00	-595.06	-595.06
91	COLLECTION EXPENSE	0.0	0.0	0.00	-123.01	-123.01
96	RE-DEPOSIT	0.0	0.0	0.00	-373.00	-373.00
100	WRONG ACCT CREDITED	0.0	0.0	1,261.00	-319.00	942.00
801	MA STATE SALE TAX-SVC	0.0	0.0	348.72	0.00	348.72
820	MA SALES TAX FUEL	0.0	0.0	827.60	0.00	827.60
TOTALS:		233,858.6	-669.3	824,594.33	-730,477.04	94,117.29

"EXHIBIT E "

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MASSACHUSETTS

<i>In Re:</i>)	
KEN'S HEATING AND OIL)	Case No. 08-15280
SERVICES, INC.)	
ARCHIES OIL SERVICES, INC.,)	Case No. 08-15275
ARCHIES AND KEN'S OIL AND)	Case No. 08-15276
HEATING SERVICE, INC.)	Chapter 7
)	
<i>Debtors</i>)	

CERTIFICATE OF SERVICE

I, David A. Barrett, do hereby certify that I have this day served a copy of the foregoing Opposition to Motion for Trustee Turnover of Property and Cease and Desist Order along with a copy of this Certificate of Service, by first class mail to each of the following:

United States Trustee's Office
1184 Thomas p. O'Neill Jr. Bldg.
10 Causeway Street
Boston, MA 02222-1043

Steve E. Shamban, Trustee
STEPHEN E. SHAMBAN LAW OFFICES, P.C.
P.O. Box 850973
222 Forbes Road, Ste. 208
Braintree, MA 02185-0973

and by mailing a copy via First Class Mail, postage prepaid to the following:

Barbara Suzanne Alden
30 Amhurst Ave
Bridgewater, MA 02324

Capital One
P.O. Box 70884
Charlotte, NC 28272

Certegy Check Services, Inc.
P.O. Box 30046
Tampa, Florida 33630

ChexSystems
Attn: Consumer Relations
7805 Hudson Road, Suite 100
Woodbury, MN 55125

Equifax
P.O. Box 740241
Atlanta, GA 30374-0241

Experian
701 Experian Way
P.O. Box 2002
Allen, TX 30374-0241

Experian
P.O. Box 9595
Allen, TX 75013-9595

Experian
P.O. Box 2104
Allen, TX 75013

First National Capital, Inc.
P.O. Box 26551
Collegeville, PA 19426

Global Oil
800 South Street
P.O. Box 9161
Waltham, MA 02454

Home Depot
P.O. Box 6029
The Lakes, NV 88901

Idearc
P.O. Box 610830
DFW Airport
Dallas, TX 75261-0830

Innovis
Attention: Consumer Assistance
P.O. Box 1358
Columbus, OH 43216-1358

Lawrence Lucier
500 Pine Street
Raynham, MA 02767

Richard Costa

35 Amhurst Ave
Bridgewater, MA 02324

Rockland Trust
288 Union Street
Rockland, MA 02370

Southshore Supply Inc.
137 Plymouth St.
Brockton, MA 02302

Sprague Energy Group
P.O. Box 414380
Boston, MA 02241

Sprague Energy Corp
2 International Drive, Suite 200
Portsmouth, NH 03801

Supreme Energy
P.O. Box 414380
Boston, MA 02241

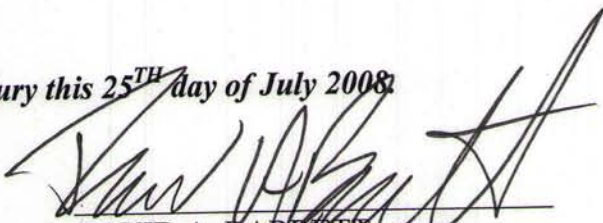
Teletrack, Inc.
5550-A Peachtree Parkway, Suite 600
Norcross, GA 30092

Transunion
2 Baldwin Place
P.O. Box 1000
Crum Lynne, PA 19022

Transunion
P.O. Box 2000
Chester, PA 19022

Hulien & Barrett, LLC
62 Main Street, Suite 201
Kingston, MA 02364

Signed under the Pains and Penalties of Perjury this 25TH day of July 2008.



DAVID A. BARRETT