

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-Q/A**

(Mark One)

Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended: December 31, 2006

or

Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-15035

**ABLE ENERGY, INC.**

(An exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**22-3520840**

(I.R.S. employer  
identification No.)

**198 Green Pond Road**

**Rockaway, NJ**

(Address of principal executive offices)

**07866**

(Zip code)

Registrant's telephone number, including area code: (973) 625-1012

**Not Applicable**

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer:

Large accelerated filer  Accelerated filer  Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

As of March 6, 2008, 14,808,090 shares of common stock, \$.001 Par value per share, of Able Energy, Inc. were issued and outstanding.

## EXPLANATORY NOTE

Able Energy, Inc. ("the Company") is filing this Amendment No. 1 (the "Amendment") to its Quarterly Report on Form 10-Q/A for the quarter ended December 31, 2006 (the "Report"), which Report was previously filed on July 31, 2007, because the Company's former independent registered public accounting firm, Marcum & Kliegman LLP, withdrew its review of the Report subsequent to their dismissal by the Company on August 13, 2007. The financial statements listed under Part I Financial Information Item 1 have been reviewed in accordance with SAS #100 by Lazar Levine & Felix LLP, the Company's new independent registered public accounting firm, who commenced its engagement on September 21, 2007. In the Amendment, there were no major changes made to the body or disclosures in the Report as a result of Lazar Levine & Felix's review, except for an amortization cost increases of \$715,000 and \$175,000 for the six and three month periods ended December 31, 2006, respectively, reflected throughout the financial statements and applicable note disclosures as a result of not obtaining the financing, Note 2 (Going Concern, Liquidity and Capital Resources and Management's Plans) where the Company updated balances through the date of the filing and extension dates and compliance filings and Note 22 (Subsequent Events) to the financial statements regarding subsequent events that occurred since July 31, 2007, in which the Company discloses (i) changes in officers, (ii) additional loans under and refinancing of various loan and agreements of the Company (including financing agreements of All American Plazas, Inc. (now known as All American Properties, Inc.) ("AAP") that were assumed by a subsidiary of the Company in the acquisition of assets of AAP which closed as of May 30, 2007), (iii) updates of litigation matters (including the commencement of arbitration proceedings by the Company and AAP against Manns Haggarskjold of North America, Ltd. to recover fees paid to Manns to obtain financing for the Company and AAP, the settlement of an action against Summit Ventures, Inc., a second subpoena issued to the Company by the SEC for the production of documents and a summons and complaint served on the Company and others which *inter alia* seeks class action status filed by the shareholders of CCI Group, Inc.), (iv) entry into a consulting agreement with a related party, (v) the dismissal of Marcum & Kliegman as the Company's independent registered public accounting firm and the engagement of Lazar Levine & Felix as the Company's new independent registered public accounting firm, (vi) the law suit the Company filed against Marcum & Kliegman for breach of contract, gross negligence and defamation and (vii) various other narrative changes throughout form 10-Q/A.

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ABLE ENERGY, INC. AND SUBSIDIARIES  
FORM 10-Q/A

December 31, 2006

INDEX

	<u>Page</u>
<b>Part I. Financial Information</b>	
Item 1. Financial Statements	
Condensed Consolidated Balance Sheets as of December 31, 2006 (Unaudited) and June 30, 2006	1
Condensed Consolidated Statements of Operations for the Three and Six Months Ended December 31, 2006 and 2005 (Unaudited)	2
Condensed Consolidated Statements of Changes in Stockholders' Equity (deficiency) for the Six Months Ended December 31, 2006 (Unaudited)	3
Condensed Consolidated Statements of Cash Flows for the Six Months Ended December 31, 2006 and 2005 (Unaudited)	4
Notes to Condensed Consolidated Financial Statements (Unaudited)	5
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	27
Item 3. Quantitative and Qualitative Disclosures About Market Risk	37
Item 4. Controls and Procedures	37
<b>Part II Other Information</b>	
Item 1. Legal Proceedings	39
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	39
Item 3. Default Upon Senior Securities	39
Item 4. Submission of Matters to Vote of Security Holders	39
Item 5. Other Information	39
Item 6. Exhibits	39
<b>Signatures</b>	40
<b>Certifications</b>	41-43

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**PART I. FINANCIAL INFORMATION****Item 1. Condensed Consolidated Financial Statements****ABLE ENERGY, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED BALANCE SHEETS**

	<b>DECEMBER 31, 2006</b>	<b>JUNE 30, 2006</b>
	<u>(Unaudited)</u>	<u>(Unaudited)</u>
	<u>(Restated)</u>	
	<u>(Note 12)</u>	
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash	\$ 1,265,998	\$ 2,144,729
Accounts receivable, net of allowance for doubtful accounts of \$516,315 and \$462,086, at December 31, 2006 and June 30, 2006, respectively	3,352,811	3,414,894
Due from broker	509,198	-
Inventories	2,123,433	675,987
Notes receivable - current portion	228,047	400,579
Receivable from a related party	297,059	-
Prepaid expenses and other current assets	487,365	528,788
	<u>8,263,911</u>	<u>7,164,977</u>
<b>Total Current Assets</b>		
Property and equipment, net	4,742,692	4,414,051
Notes receivable - less current portion	725,000	725,000
Intangible assets, net	974,931	326,658
Deferred financing costs, net	281,172	150,264
Prepaid acquisition costs	225,000	225,000
Security deposits	79,918	84,918
	<u>\$ 15,292,624</u>	<u>\$ 13,090,868</u>
<b>Total Assets</b>		
<b>LIABILITIES AND STOCKHOLDERS' (DEFICIENCY) EQUITY</b>		
<b>Current Liabilities:</b>		
Line of credit	\$ 999,804	\$ 1,231,640
Notes payable, current portion	146,450	76,181
Capital leases payable, current portion	311,476	314,145
Convertible debentures and notes payable, net of unamortized debt discounts of \$2,600,171 and \$70,368 as of December 31, 2006 and June 30, 2006, respectively	532,326	62,132
Accounts payable and accrued expenses	3,505,081	2,298,937
Fuel derivative contracts	383,065	-
Customer payments	5,409,244	3,336,833
Unearned revenue	231,769	277,426
	<u>11,519,215</u>	<u>7,597,294</u>
<b>Total Current Liabilities</b>		
Notes payable, less current portion	3,447,687	3,176,175
Capital leases payable, less current portion	577,426	645,313
	<u>4,025,113</u>	<u>3,821,488</u>
<b>Total Long - Term Liabilities</b>		
<b>Total Liabilities</b>	<u>15,544,328</u>	<u>11,418,782</u>
<b>COMMITMENTS AND CONTINGENCIES</b>		
<b>Stockholders' (Deficiency) Equity:</b>		
Preferred stock; par value \$.001, authorized 10,000,000 shares; issued - none	-	-
Common stock; \$.001 par value; 75,000,000 and 10,000,000 shares authorized; at December 31, 2006 and June 30, 2006, respectively 3,141,423 and 3,128,923 shares issued and outstanding		

at December 31, 2006 and June 30, 2006, respectively	3,141	3,129
Additional paid - in capital	17,991,054	14,812,723
Accumulated deficit	(14,856,233)	(11,038,961)
Accumulated other comprehensive loss	(383,065)	-
Notes and loans receivable - related parties	<u>(3,006,601)</u>	<u>(2,104,805)</u>
<b>Total Stockholders' (Deficiency) Equity</b>	<u>(251,704)</u>	<u>1,672,086</u>
<b>Total Liabilities and Stockholders' (Deficiency) Equity</b>	<u>\$ 15,292,624</u>	<u>\$ 13,090,868</u>

See accompanying notes to these condensed consolidated financial statements.

**ABLE ENERGY, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Unaudited)

	For the Three Months Ended December 31,		For the Six Months Ended December 31,	
	2006	2005	2006	2005
	(Restated) (Note 12)	(Restated) (Note 5)	(Restated) (Note 12)	(Restated) (Note 5)
<b>Net Sales</b>	\$ 19,266,016	\$ 22,455,462	\$ 32,101,569	\$ 35,588,527
<b>Cost of Sales</b> (exclusive of depreciation and amortization shown separately below)	<u>17,542,824</u>	<u>20,059,210</u>	<u>29,184,442</u>	<u>32,068,784</u>
<b>Gross Profit</b>	<u>1,723,192</u>	<u>2,396,252</u>	<u>2,917,127</u>	<u>3,519,743</u>
<b>Operating Expenses:</b>				
Selling, general and administrative	2,579,347	2,354,125	4,868,130	4,214,114
Depreciation and amortization	<u>153,954</u>	<u>161,435</u>	<u>325,291</u>	<u>433,591</u>
<b>Total Operating Expenses</b>	<u>2,733,301</u>	<u>2,515,560</u>	<u>5,193,421</u>	<u>4,647,705</u>
<b>Loss from Operations</b>	<u>(1,010,109)</u>	<u>(119,308)</u>	<u>(2,276,294)</u>	<u>(1,127,962)</u>
<b>Other Income (Expense):</b>				
Interest and other income	156,282	28,910	305,104	57,121
Interest income - related parties	70,153	13,295	142,031	31,070
Interest expense	(211,276)	(197,987)	(388,029)	(350,378)
Interest expense - related parties	-	-	-	(35,333)
Note conversion expense	-	(125,000)	-	(125,000)
Amortization of deferred financing costs	(202,762)	(207,136)	(763,890)	(240,701)
Amortization of debt discounts on convertible debentures and note payable	(274,285)	(1,207,004)	(470,194)	(1,485,537)
Registration rights penalty	<u>(165,400)</u>	<u>-</u>	<u>(366,000)</u>	<u>-</u>
<b>Total Other Expenses, Net</b>	<u>(627,288)</u>	<u>(1,694,922)</u>	<u>(1,540,978)</u>	<u>(2,148,758)</u>
<b>Net Loss</b>	<u>\$ (1,637,397)</u>	<u>\$ (1,814,230)</u>	<u>\$ (3,817,272)</u>	<u>\$ (3,276,720)</u>
<b>Basic and diluted loss per common share</b>	<u>\$ (0.52)</u>	<u>\$ (0.71)</u>	<u>\$ (1.22)</u>	<u>\$ (1.30)</u>
<b>Weighted average number of common shares outstanding - basic and diluted</b>	<u>3,141,423</u>	<u>2,570,065</u>	<u>3,137,577</u>	<u>2,511,823</u>

See accompanying notes to these condensed consolidated financial statements.

**ABLE ENERGY, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIENCY)**  
**For The Six Months Ended December 31, 2006**  
**(Restated) (Unaudited) (Note 12)**

	<u>Common Stock</u>		<u>Additional Paid - in Capital</u>	<u>Accumulated Deficit</u>	<u>Accumulated</u>	<u>Notes and</u>	<u>Total</u>	<u>Comprehensive Loss</u>
	<u>Shares</u>	<u>Amount</u>			<u>Other</u>	<u>Loans Receivable</u>	<u>Stockholders'</u>	
					<u>Comprehensive Loss</u>	<u>Related Parties</u>	<u>Equity (Deficiency)</u>	
Balance June 30, 2006	3,128,923	\$ 3,129	\$14,812,723	\$(11,038,961)	\$ -	\$(2,104,805)	\$ 1,672,086	\$ -
Common stock issued in connection with option exercise	12,500	12	54,488	-	-	-	54,500	-
Discounts on convertible debentures and note payable	-	-	3,000,000	-	-	-	3,000,000	-
Amortization of deferred compensation Notes receivable from related parties for reimbursement of certain fees	-	-	123,843	-	-	-	123,843	-
Issuance of notes receivable and related accrued interest receivable upon advance to stockholders	-	-	-	-	-	(590,000)	(590,000)	-
Net loss (Restated)	-	-	-	(3,817,272)(a)	-	-	(3,817,272)	(3,817,272)
Comprehensive loss - unrealized loss on fuel derivative contracts	-	-	-	-	(383,065)	-	(383,065)	(383,065)
Balance December 31, 2006	<u>3,141,423</u>	<u>\$ 3,141</u>	<u>\$17,991,054</u>	<u>\$(14,856,233)</u>	<u>\$ (383,065)</u>	<u>\$(3,006,601)</u>	<u>\$ (251,704)</u>	<u>\$ (4,200,337)</u>

**Note:**

(a) Net loss as originally reported	\$ (3,102,272)
Adjustment for restated amortization of deferred financing costs	<u>(715,000)</u>
Net loss (Restated)	<u><u>\$ (3,817,272)</u></u>

See accompanying notes to these condensed consolidated financial statements.

**ABLE ENERGY, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)

	<b>For the Six Months Ended December 31,</b>	
	<b>2006</b>	<b>2005</b>
	<b>(Restated)</b>	<b>(Restated)</b>
	<b>(Note 12)</b>	<b>(Note 5)</b>
<b>Cash flows from operating activities:</b>		
Net loss	\$ (3,817,272)	\$ (3,276,720)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	325,291	433,591
Provision for bad debts	54,226	195,141
Amortization of debt discounts on convertible debentures and note payable	470,194	1,485,537
Amortization of deferred financing costs	763,890	240,701
Interest income on note receivable and loan - related parties	(121,798)	-
Stock - based compensation	123,843	2,423
Gain on sale of property and equipment	(12,593)	(5,000)
Note conversion expense	-	125,000
(Increase) decrease in operating assets:		
Accounts receivable	(13,225)	(1,379,514)
Due from broker	(509,198)	-
Inventories	(1,419,446)	(1,450,913)
Receivables from a related party	(297,059)	-
Prepaid expenses and other current assets	41,423	(16,327)
Security deposits	5,000	(5,000)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	1,206,144	1,685,527
Customer payments	1,834,872	2,254,311
Unearned revenue	(45,657)	33,924
<b>Net cash (used in) provided by operating activities</b>	<b>(1,411,365)</b>	<b>322,681</b>
<b>Cash flows from investing activities:</b>		
Purchases of property and equipment	(472,909)	(279,605)
Cash acquired in Purchase of Horsham Franchise, net of \$128,000 cash paid	109,539	-
Advances to related parties	(1,494,998)	(1,897,500)
Intangible assets	-	(9,599)
Prepaid acquisition costs	-	(611,940)
Collection of notes receivable	(96,946)	27,825
Cash received on sale of property and equipment	13,886	14,599
<b>Net cash used in investing activities</b>	<b>(1,941,428)</b>	<b>(2,756,220)</b>
<b>Cash flows from financing activities:</b>		
Net (repayments) borrowings under line of credit	(231,836)	436,757
Repayment of notes payable	(3,835)	(35,087)
Repayment of capital leases payable	(164,969)	(141,708)
Proceeds from exercise of options	54,500	1,068,000
Deferred financing costs	(179,798)	(217,174)
Proceeds from sale of convertible debentures and note payable	3,000,000	2,500,000
<b>Net cash provided by financing activities</b>	<b>2,474,062</b>	<b>3,610,788</b>
<b>Net (decrease) increase in cash</b>	(878,731)	1,177,249
Cash - Beginning of Period	2,144,729	1,754,318
Cash - End of Period	<b>\$ 1,265,998</b>	<b>\$ 2,931,567</b>
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid during the period for interest	\$ 372,348	\$ 273,249

**Supplemental non - cash investing and financing activity:**

Purchase of Horsham franchise:

Assets acquired and liabilities assumed:

Cash	\$ 237,539	\$ -
Inventories	28,000	-
Property and equipment	39,000	-
Intangible assets - Customer lists	697,175	-
Customer pre - purchase payments	<u>(237,539)</u>	<u>-</u>
Total purchase price	764,175	-
Less: Cash paid to purchase Horsham Franchise	<u>(128,000)</u>	<u>-</u>
Non-cash consideration due to seller	<u>\$ 636,175</u>	<u>\$ -</u>
Non - cash consideration consisted of:		
Note payable to seller	\$ 345,615	\$ -
Off-set of note receivable, accrued interest receivable and other receivable due from seller	<u>290,560</u>	<u>-</u>
	<u>\$ 636,175</u>	<u>\$ -</u>
Common stock issued upon conversion of notes payable	<u>\$ -</u>	<u>\$ 500,000</u>
Common stock issues upon conversion of convertible debt and accrued interest	<u>\$ -</u>	<u>\$ 1,223,414</u>
Property and equipment acquired through the assumption of capital lease obligations	<u>\$ 94,413</u>	<u>\$ 215,329</u>

See accompanying notes to these condensed consolidated financial statements.

**ABLE ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**Note 1 - Basis of Presentation**

The accompanying unaudited condensed consolidated financial statements of Able Energy, Inc. and Subsidiaries (the "Company") have been prepared in accordance with United States generally accepted accounting principles applicable for interim financial information. Accordingly, these condensed consolidated financial statements do not include all of the information and footnotes required by United States generally accepted accounting principles. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three and six months ended December 31, 2006 are not necessarily indicative of the results that may be expected for the year ending June 30, 2007. These condensed consolidated financial statements include the accounts of Able Energy, Inc. and its wholly-owned subsidiaries (Able Oil Company, Able Oil Melbourne, Inc., Able Energy New York, Inc., Able Energy Terminal LLC and Price Energy Franchising L.L.C.) and majority owned (70.6%) subsidiary (PriceEnergy.com, Inc.). These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K filed on April 12, 2007 for the year ended June 30, 2006.

**Note 2 - Going Concern, Liquidity and Capital Resources and Managements Plans**

The Company has incurred a net loss during the year ended June 30, 2006 of approximately \$6,242,000. Net cash used in operations during the year ended June 30, 2006 was approximately \$1,712,000. During the six months ended December 31, 2006, the Company incurred a net loss of approximately \$3.8 million and used cash in operating activities of approximately \$1,411,000, had a working capital deficiency of approximately \$3.3 million, and a stockholders' deficiency of approximately \$252,000. These factors raise substantial doubt about the Company's ability to continue as a going concern. These condensed consolidated financial statements do not include any adjustments relating to the recoverability of the recorded assets or the classification of the liabilities that may be necessary should the Company be unable to continue as a going concern.

As of January 31, 2008, the Company had a cash balance of approximately \$2.5 million which included approximately \$1.2 million of obligations for funds received in advance under a customer pre-purchase fuel program. The Company had available borrowings through its credit line facility of approximately \$0.6 million at January 31, 2008. In order to meet its liquidity requirements, the Company is negotiating a second mortgage on its oil terminal located on Route 46 in Rockaway, New Jersey, through which the Company believes it may borrow additional funds.

The Company has been funding its operations through an asset-based line of credit (See Note 13), the issuance of convertible debentures and notes payable (See Note 16) and the proceeds from the exercise of options (See Note 17). During the six months ended December 31, 2006, the Company secured financings of approximately \$3 million from the proceeds of convertible debentures and notes payable and approximately \$55,000 in proceeds from option exercises. Of such amount approximately \$1.9 million net was expended for advances to related parties, repayment of loans, purchase of investments and hedging transactions with the balance used for day-to-day operations of the Company (See Notes 10, 19 and 21).

On May 30, 2007, the Company completed a business combination with All American Plazas Inc. now known as All American Properties, Inc. ("All American") (See Note 19). The Company is pursuing sales initiatives, cost savings and credit benefits as contemplated in the business combination including consolidation of business operations where management of the Company deems appropriate for the combined entity. In order to conserve its capital resources and to provide incentives for the Company's employees and other service vendors, the Company expects to continue to issue, from time to time, common stock and stock options to compensate employees and non-employees for services rendered. The Company is focusing on expanding its distribution programs and new customer relationships to increase demand for its products. In addition, the Company is pursuing other lines of business, which include expansion of its current commercial business into other products and services such as bio-diesel, solar energy and other energy related home services. The Company is also evaluating, on a combined basis, all of its product lines for cost reductions, consolidation of facilities and efficiency improvements. There can be no assurance, however, that the Company will be successful in its efforts to enhance its liquidity.

During the six months ended December 31, 2006, the Company advanced monies and loans totaling approximately \$1,015,000 to All American who was a stockholder in the Company previous to the business combination. In addition, the Company accrued interest income on those and other notes with All American in the amount of \$60,610 and \$121,798 for the three and six months ended December 31, 2006, respectively (See Note 19). As of December 31, 2006, a note receivable plus accrued interest in the amount of \$1,842,000 was due January 15, 2008, which is in the process of being extended, and a note and accrued interest in the amount of \$921,000 is due in July 2008. The Company has granted to All American a series of extensions of the maturity of the note that was due on January 15, 2008. The business combination with All American was structured as an asset acquisition and the note obligations of All American to the Company were not assumed in connection with the business combination. Therefore, the notes receivable, as well as other amounts due from All American, survive the business combination and are recorded as contra - equity within these condensed consolidated financial statements. All American, the surviving entity, has notified the Company that its ability to repay its note and other obligations to the Company will be dependent upon it successfully securing financing from a third party.



The Company will require some combination of the sales, cost savings and credit benefits originally contemplated from the business combination and some combination of the collection of All American notes receivable, new financing, restructuring of existing financing, improved receivable collections and/or improved operating results in order to maintain adequate liquidity during the year ending June 30, 2008. The Company expects to establish and maintain compliance with the reporting requirements of the Securities and Exchange Act of 1934, as amended, which include the filing of this Form 10-Q/A for the quarter ended December 31, 2006, and the quarterly Report on Form 10-Q for the quarters ended March 31, 2007, September 30, 2007 and December 31, 2007, as well as Form 10-K for the year ended June 30, 2007.

There can be no assurance that the financing or the cost saving measures as identified above will be satisfactory in addressing the short-term liquidity needs of the Company. In the event that these plans can not be effectively realized, there can be no assurance that the Company will be able to continue as a going concern.

### **Note 3 - Summary of Significant Accounting Policies**

#### Revenue Recognition

Sales of fuel and heating equipment are recognized at the time of delivery to the customer, and sales of equipment are recognized at the time of installation. Revenue from repairs and maintenance service is recognized upon completion of the service. Payments received from customers for heating equipment service contracts are deferred and amortized into income over the term of the respective service contracts, on a straight-line basis, which generally do not exceed one year. Payment received from customers for the pre-purchase of fuel is recorded as a current liability until the fuel is delivered to the customer, at which time it is recognized as revenue by the Company.

#### Reclassifications

Certain reclassifications have been made to prior period's condensed consolidated financial statements in order to conform to the current period presentation.

#### Derivative Contracts

The Company uses derivative instruments (futures contracts) to manage the commodity price risk inherent in the purchase and sale of #2 heating oil. Derivative instruments are required to be marked to market under SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS 133"), as amended. These contracts are designated as cash flow hedges in accordance with SFAS 133 and were recorded at fair value as a liability entitled "fuel derivative contracts" on the Company's condensed consolidated balance sheet at December 31, 2006.

The Company believes that these futures contracts for fuel oil have been effective during their term to offset changes in cash flow attributable to the hedged risk. The Company performs a prospective and retrospective assessment of the effectiveness of the futures contracts at least on a quarterly basis. All realized and unrealized gains or losses on the futures contracts at each reporting date are included in accumulated other comprehensive loss in the equity section of the condensed consolidated balance sheet and in comprehensive loss (See Note 10) until the related fuel purchases being hedged are sold, at which time such gains or losses are recorded in cost of goods sold in the condensed consolidated statements of operations. However, if the Company expects at any time that continued reporting of a loss in accumulated other comprehensive income would lead to recognizing a net loss on the combination of the futures contracts and the hedged transaction in one or more future periods, a loss is reclassified immediately into cost of goods sold for the amount that is not expected to be recovered. As a result of the Company's effectiveness assessment at December 31, 2006, the Company believes that all open futures contracts will continue to be highly effective in achieving offsetting changes in future cash flows.

#### Income Taxes

The gross deferred tax asset balance as of December 31, 2006 and June 30, 2006 primarily related to the net operating loss tax carry forwards of the Company. The gross deferred tax asset balance was offset by a full valuation allowance, since management does not believe the recoverability of the deferred tax assets during the future fiscal years is more likely than not to be realized. As a result, no deferred tax income benefit was recognized in the condensed consolidated statements of operations for each of the periods presented.

The Tax Reform Act of 1986 limits the use of net operating loss and tax credit carry forwards in certain situations where disqualifying changes occur in the stock ownership of a company. In the event the Company experiences a disqualifying change in ownership, utilization of the carry forwards could be restricted.

The Company includes its provision for state income taxes in selling, general and administrative expenses in the condensed consolidated statements of operations, as such amounts were determined to be immaterial to the Company's financial results.

### **Note 4 - Recently Issued Accounting Pronouncements**

In June 2005, the Financial Accounting Standards Board (FASB) published Statement of Financial Accounting Standards No. 154, "Accounting Changes and Error Corrections" ("SFAS 154"). SFAS 154 establishes new standards on accounting for changes in accounting principles. Pursuant to the new rules, all such changes must be accounted for by retrospective application to the financial statements of prior periods unless it is impracticable to do so. SFAS 154 completely replaces Accounting Principles Bulletin No. 20 and SFAS 3, though it carries forward the guidance in those pronouncements with respect to accounting for changes in estimates,

changes in the reporting entity and the correction of errors. The requirements in SFAS 154 are effective for accounting changes made in fiscal years

beginning after December 15, 2005. The Company applied these requirements to accounting changes made after the implementation date. The Company believes the restatement of its 2005 financial results, as discussed in Note 5 to the condensed consolidated financial statements, reflects the appropriate application of the guidance found in SFAS 154.

EITF Issue No. 05-4 "The Effect of a Liquidated Damages Clause on a Freestanding Financial Instrument Subject to EITF Issue No. 00-19, Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock" ("EITF No. 05-4") addresses financial instruments, such as stock purchase warrants, which are accounted for under EITF 00-19 that may be issued at the same time and in contemplation of a registration rights agreement that includes a liquidated damages clause. The consensus of EITF No. 05-4 has not been finalized. In July and August 2006, the Company entered into two private placement agreements for convertible debentures and a note payable, a registration rights agreement and issued warrants in connection with the private placement. Based on the interpretive guidance in EITF Issue No. 05-4, view C, since the registration rights agreement includes provisions for uncapped liquidated damages, the Company determined that the registration rights are a derivative liability (See Note 16). The Company has measured this liability in accordance with SFAS No. 5.

In February 2006, the FASB issued SFAS No. 155 "Accounting for Certain Hybrid Financial Instruments", which eliminates the exemption from applying SFAS 133 to interests in securitized financial assets so that similar instruments are accounted for similarly, regardless of the form of the instruments. SFAS 155 also allows the election of fair value measurement at acquisition, at issuance, or when a previously recognized financial instrument is subject to a remeasurement event. Adoption is effective for all financial instruments acquired or issued after the beginning of the first fiscal year that begins after September 15, 2006. Early adoption is permitted. The adoption of SFAS 155 is not expected to have a material effect on the Company's consolidated financial position, results of operations or cash flows.

In March 2006, the FASB issued SFAS No. 156, "Accounting for Servicing of Financial Assets", which amended SFAS No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities", with respect to the accounting for separately recognized servicing assets and servicing liabilities. SFAS 156 permits an entity to choose either the amortization method or the fair value measurement method for each class of separately recognized servicing assets or servicing liabilities. The application of this statement is not expected to have an impact on the Company's consolidated financial statements.

In July 2006, the FASB issued FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes - an interpretation of FASB Statement No. 109" ("FIN 48"), which clarifies the accounting for uncertainty in tax positions. This interpretation requires that the Company recognize in its consolidated financial statements the impact of a tax position, if that position is more likely than not of being sustained on audit, based on the technical merits of the position. The provisions of FIN 48 are effective as of July 1, 2007, with the cumulative effect of the change in accounting principle recorded as an adjustment to opening retained earnings. The Company is currently evaluating the impact of adopting FIN 48 on its consolidated financial statements.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements", which defines fair value, establishes a framework for measuring fair value in United States generally accepted accounting principles and expands disclosures about fair value measurements. Adoption is required for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years. Early adoption of SFAS 157 is encouraged. The Company is currently evaluating the impact of SFAS 157 and the Company will adopt SFAS 157 in the fiscal year beginning July 1, 2008.

In September 2006, the staff of the SEC issued Staff Accounting Bulletin ("SAB") No. 108, which provides interpretive guidance on how the effects of the carryover or reversal of prior year misstatements should be considered in quantifying a current year misstatement. SAB 108 becomes effective in fiscal 2007. Adoption of SAB 108 did not have a material impact on the Company's consolidated financial position, results of operations or cash flows.

In September 2006, the FASB issued SFAS No. 158, "Employers Accounting for Defined Pension and Other Postretirement Plans-an amendment of FASB No.'s 87, 88, 106 and 132(R)." SFAS 158 requires an employer and sponsors of one or more single employer defined plans to recognize the funded status of a benefit plan; recognize as a component of other comprehensive income, net of tax, the gain or losses and prior service costs or credits that may arise during the period; measure defined benefit plan assets and obligations as of the employer's fiscal year; and enhance footnote disclosure. For fiscal years ending after December 15, 2006, employers with equity securities that trade on a public market are required to initially recognize the funded status of a defined benefit postretirement plan and to provide the enhanced footnote disclosures. For fiscal years ending after December 15, 2008, employers are required to measure plan assets and benefit obligations. Management of the Company is currently evaluating the impact of adopting this pronouncement on the consolidated financial statements.

In December 2006, the FASB issued FASB Staff Position ("FSP") EITF 00-19-2 "Accounting for Registration Payment Arrangements" ("FSP EITF 00-19-2") which specifies that the contingent obligation to make future payments or otherwise transfer consideration under a registration payment arrangement should be separately recognized and measured in accordance with SFAS No. 5, "Accounting for Contingencies." Adoption of FSP EITF 00-19-02 is required for fiscal years beginning after December 15, 2006, and is not expected to have a material impact on the Company's consolidated financial position, results of operations or cash flows.

In February 2007, the FASB issued SFAS No. 159 "The Fair Value Option for Financial Assets and Financial Liabilities - Including an amendment of FASB Statement No. 115", which permits entities to choose to measure many financial instruments and certain other



items at fair value. The fair value option established by this Statement permits all entities to choose to measure eligible items at fair value at specified election dates. A business entity shall report unrealized gains and losses on items for which the fair value option has been elected in earnings at each subsequent reporting date. Adoption is required for fiscal years beginning after November 15, 2007. Early adoption is permitted as of the beginning of a fiscal year that begins on or before November 15, 2007, provided the entity also elects to apply the provisions of SFAS Statement No. 157, Fair Value Measurements. The Company is currently evaluating the expected effect of SFAS 159 on its consolidated financial statements and is currently not yet in a position to determine such effects.

In December 2007, the FASB issued SFAS no. 160. "Noncontrolling Interests in Consolidated Financial Statements—an amendment of ARB no. 51." SFAS 160 establishes accounting and reporting standards pertaining to ownership interests in subsidiaries held by parties other than the parent, the amount of net income attributable to the parent and to the noncontrolling interest, changes in a parent's ownership interest and the valuation of any retained noncontrolling equity investment when a subsidiary is deconsolidated. This statement also establishes disclosure requirements that clearly identify and distinguish between the interests of the parent and the interests of the noncontrolling owners. SFAS 160 is effective for fiscal years beginning on or after December 15, 2008. The Company is in the process of evaluating the effect that the adoption of SFAS 160 will have on its consolidated results of operations, financial position and cash flows.

In December 2007, the FASB issued No. 141 (revised 2007), "Business Combinations" (SFAS 141R). SFAS 141R establishes principles and requirements for how an acquirer recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, any noncontrolling interest in the acquiree and the goodwill acquired. SFAS 141R also establishes disclosure requirements to enable the evaluation of the nature and financial effects of the business combination. SFAS 141R is effective for financial statements issued for fiscal years beginning after December 15, 2008. The Company is currently evaluating the potential impact of adoption of SFAS 141R on its consolidated financial statements.

#### **Note 5 - Restatement of Financial Data as of December 31, 2005 and for the Three and Six Months then Ended**

The financial data as of December 31, 2005 and for the three and six months periods ended December 31, 2005, as presented in the condensed consolidated financial statements, have been restated and corrected for errors relating to (1) the amortization of a customer list; (2) the deferral of revenue recognition associated with certain twelve month service contracts; (3) the improper accrual of audit fees; (4) the issuance and cancellation of common stock in regard to non-performance by a consultant under its consulting agreement with the Company; (5) the timing of the recording of directors' fees; (6) the timing of the recording of bad debt expense, and (7) the deferral of previously recorded revenue.

##### Customer List Amortization

The Company was amortizing customer lists aggregating approximately \$611,000 (which were purchased in various acquisitions) over estimated useful lives of 10-15 years until July 2001, when the net book value was \$422,728, at which time the Company stopped amortizing the same. The Company has reassessed its position and has determined that the customer lists should have continued to be amortized, in accordance with SFAS No. 142, "Goodwill and Other Intangible Assets", which states that intangible assets must be amortized over their estimated useful life unless that useful life is determined to be indefinite. Accordingly, the Company has recognized additional amortization expense of \$10,513 and \$21,026 for the three and six month periods ended December 31, 2005, respectively.

##### Service Contract Revenue Deferral

In the ordinary course of business, the Company offers a twelve month service contract related to residential customers' heating equipment. The Company's policy is to defer the revenue associated with these contracts, recognizing the revenue over the life of the respective contracts. However, the Company's policy was not applied correctly. The Company has recorded the deferrals required at the various reporting dates and the impact has been to increase revenue by \$192,621 and \$196,617 for the three and six month periods ended December 31, 2005, respectively.

##### Audit Fee Accrual

Previously, the Company recorded an accrual for audit fees that it estimated would be incurred subsequent to the date of the consolidated financial statements as of June 30, 2005. The Company subsequently determined that the accrual for the audit services which had not yet been performed was improper. The \$31,337 of audit fees that were reversed as of June 30, 2005, were recorded during the six months ended December 31, 2005.

##### Cancellation of Stock Due to Non Performance by Consultant

During March 2005, the Company issued common stock to a consultant pursuant to the terms of a consulting agreement. Subsequently, the Company determined that the consultant did not perform in accordance with the consulting agreement and the Company has filed suit demanding that the shares be returned. The Company's position is that the share issuance has been cancelled *ab initio*, as if the shares were never issued. Accordingly, selling, general and administrative expense was decreased by \$22,727 and \$12,987 for the three and six month periods ended December 31, 2005, respectively. Previously, the 142,857 shares issued to the consultant were treated as cancelled as of October 1, 2005 (See note 18 and 22).

##### Timing of the Recording of Directors' Fees

During the quarterly period ended March 31, 2006, the Company recorded a charge for Directors' fees, a portion of which it



determined should have been recorded in prior periods. Accordingly, adjustments have been reflected to record charges of \$42,886 and \$85,772 during the three and six month periods ended December 31, 2005, respectively.

#### Timing of Recording of Bad Debt Expense

During the quarterly period ended December 31, 2005, the Company recorded a charge for bad debt expense; a portion of which it subsequently determined should have been recorded in a prior period. Accordingly, an adjustment has been reflected to record a charge of \$49,461 in the quarterly period ended September 30, 2005 with an offsetting \$49,461 credit to the charge previously recorded during the quarterly period ended December 31, 2005.

#### Deferral of Previously Recorded Revenue

During the quarterly period ended December 31, 2005, the Company recognized revenue which was primarily related to a gain which had been deferred from the December 1998 sale of Able Oil Company Montgomery, Inc. The Company subsequently determined that the deferred gain did not yet qualify for recognition until December 2006 when the Company purchased the Horsham Franchise (See Note 20). Accordingly, \$79,679 of revenue was reversed from the three and six months ended December 31, 2005.

The adjustments reflected in the restated financial data as of December 31, 2005 and for the three and six months ended December 31, 2005, as presented in the condensed consolidated financial statements, also correct the condensed consolidated balance sheet as of December 31, 2005, which is not presented in these condensed consolidated financial statements.

#### Cumulative Effect of the Adjustments Described Above on Accumulated Deficit

The cumulative effect of the adjustments described above increased the accumulated deficit as of June 30, 2005 in the amount of \$371,978.

#### Reclassification of Related Party Receivables

Related party receivables in the amount of \$1,897,500 were reclassified from assets to notes and loans receivable—related parties, a contra-equity account.

#### Impact

The following summarizes the effect of the adjustments discussed above on the previously reported condensed consolidated balance sheet as of December 31, 2005 and statements of operations for the three and six months ended December 31, 2005:

	<b><u>December 31,</u></b> <b><u>2005</u></b>
Total assets as previously reported	\$ 19,027,838
Adjustments	(2,138,186)
Restated total assets	<u>\$ 16,889,652</u>
Total liabilities as previously reported	\$ 14,864,854
Adjustments	165,451
Restated total liabilities	<u>\$ 15,030,305</u>
Total stockholders' equity as previously reported	\$ 4,162,984
Adjustments	(2,303,637)
Restated total stockholders' equity	<u>\$ 1,859,347</u>

	<b>For the Three Months Ended December 31, 2005</b>	<b>For the Six Months Ended December 31, 2005</b>
Total revenues as previously reported	\$ 22,340,176	\$ 35,471,589
Adjustments	115,286	116,938
Restated total revenues	<u>\$ 22,455,462</u>	<u>\$ 35,588,527</u>
Gross profit as previously reported	\$ 2,026,410	\$ 2,949,579
Adjustments	369,842	570,164.0
Restated gross profit	<u>\$ 2,396,252</u>	<u>\$ 3,519,743</u>
Operating expenses as previously reported	\$ 2,421,298	\$ 4,284,061
Adjustments	94,262	363,644
Restated operating expenses	<u>\$ 2,515,560</u>	<u>\$ 4,647,705</u>
Other income (expense) as previously reported	\$ (1,505,619)	\$ (1,908,057)
Adjustments	189,303	240,701
Restated other income (expense)	<u>\$ (1,694,922)</u>	<u>\$ (2,148,758)</u>
Net loss as previously reported	\$ (1,900,507)	\$ (3,242,539)
Adjustments	86,277	(34,181)
Restated net loss	<u>\$ (1,814,230)</u>	<u>\$ (3,276,720)</u>
Basic and diluted loss per share:		
As previously reported	\$ (0.74)	\$ (1.25)
Adjustments	0.03	(0.05)
As restated	<u>\$ (0.71)</u>	<u>\$ (1.30)</u>
Basic and diluted average number of common shares outstanding:		
As previously reported	2,579,754	2,584,826
Adjustments	(9,689)	(73,003)
As restated	<u>2,570,065</u>	<u>2,511,823</u>

#### **Note 6 – Net Loss per Share**

Basic net loss per common share is computed based on the weighted average number of shares outstanding during the periods presented. Common stock equivalents, consisting of stock options, warrants, and convertible debentures and notes as further discussed in the notes to the condensed consolidated financial statements, were not included in the calculation of diluted loss per share because their inclusion would have been anti-dilutive.

The total common shares issuable upon the exercise of stock options and warrants, and conversion of convertible debentures and notes, along with related accrued interest, was 6,760,826 and 5,707,782 for the six months ended December 31, 2006 and 2005, respectively.

#### **Note 7 - Inventories**

Inventories consisted of the following:

	<u>December 31, 2006</u>	<u>June 30, 2006</u> (Audited)
#2 heating oil	\$ 1,777,553	\$ 335,485
Diesel fuel	44,419	42,567
Kerosene	43,290	9,125
Propane	24,757	33,444
Parts, supplies and equipment	<u>233,414</u>	<u>255,366</u>

Total

\$ 2,123,433 \$ 675,987

## Note 8 - Notes Receivable

On March 1, 2004, the Company entered into two notes receivable totaling \$1.4 million related to the sale of its subsidiary, Able Propane LLC. The notes are secured by substantially all the assets of Able Propane LLC. One note for \$500,000 bears interest at a rate of 6% per annum and the other note for \$900,000 is non-interest bearing. Principal payments on the \$900,000 are payable in four annual installments which began on the first anniversary of the note. Principal payment on the \$500,000 note was due on March 1, 2008 and has been paid. Interest on such note is being paid in quarterly installments through the maturity date. The balance outstanding of these two notes as of December 31, 2006 was \$950,000.

The Company had a note from Able Oil Montgomery, Inc. ("Able Montgomery") and Andrew Schmidt (the owner of Able Montgomery) related to the sale of Able Montgomery and certain assets to Mr. Schmidt. The note was dated June 15, 2000 for \$170,000. The note bore interest at 9.5% per annum and payments commenced October 1, 2000. The note was secured by the stock of Able Montgomery, Able Montgomery's assets, as well as a personal guarantee of Mr. Schmidt. On December 13, 2006, the Company purchased the assets of Able Montgomery and the note was applied against a portion of the purchase price (See Note 21).

The Company has a note receivable related to the sale of oil delivery trucks to an independent driver. This independent driver also delivers oil for the Company. The note bears interest at the rate of 12% per annum. This note was issued in February 1999 and is payable in eight monthly installments each year during the period from September through April 2007, the oil delivery season. The balance on this note at December 31, 2006 was \$3,047

Maturities of the notes receivable at December 31, 2006 are as follows:

	<b>For the Year Ending December 31,</b>	<b>Principal Amount</b>
	2007	\$ 228,047
	2008	725,000
	Total	<u>\$ 953,047</u>

## Note 9 - Intangible Assets

Intangible assets were comprised of the following:

	<b>December 31, 2006</b>	<b>June 30, 2006</b>
		(Audited)
Customer lists	\$ 1,308,025	\$ 610,850
Website development costs	2,394,337	2,394,337
	<u>\$ 3,702,362</u>	<u>\$ 3,005,187</u>
Less: Accumulated amortization	(2,727,431)	(2,678,529)
Intangible assets, net	<u>\$ 974,931</u>	<u>\$ 326,658</u>

The estimated future amortization of customer lists and website development costs as of December 31, 2006 is as follows:

<b>For the Years Ending December 31,</b>	<b>Total</b>	<b>Customer Lists</b>	<b>Website development costs</b>
2007	\$ 136,277	\$ 88,272	\$ 48,005
2008	126,236	88,272	37,964
2009	87,988	86,943	1,045
2010	84,287	84,287	-
2011	77,942	77,942	-
Thereafter	462,201	462,201	-
	<u>\$ 974,931</u>	<u>\$ 887,917</u>	<u>\$ 87,014</u>

Information related to intangible assets for the six months ended December 31, 2006:

Opening balance - June 30, 2006	\$ 326,658
Amounts capitalized	697,175
Amortization for the period	(48,902)
Closing balance - December 31, 2006	<u>\$ 974,931</u>

The \$697,175 of amounts capitalized during the six months ended December 31, 2006 represents customer lists acquired in the purchase of the Horsham Franchise (See Note 21). The amount is being amortized over a 15 year period which represents management's best, current estimate of the life of the asset, based on long standing, and established industry practice. Under the guidelines found in SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," intangible assets with finite lives are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Management will periodically review and test the value of this asset in accordance with the guidance provided by SFAS No. 144.

Amortization expense for intangible assets was \$26,388 and \$11,550 for the three months ended December 31, 2006 and 2005, respectively, and \$48,902 and \$132,089 for the six months ended December 31, 2006 and 2005, respectively.

At December 31, 2006, the weighted average remaining life of the intangible assets is 11.75 years and has no residual value.

#### **Note 10 – Derivative Instruments**

During the period from July 28, 2006 to August 15, 2006, the Company entered into futures contracts for #2 heating oil ("fuel derivative contracts") to hedge a portion of its forecasted heating season requirements. The Company purchased 40 contracts with a series of maturities between October 2006 and April 2007. The contracts total 1,680,000 gallons of #2 heating oil at an average call price of \$2.20 per gallon. In accordance with the guidance found in SFAS No. 133 and SFAS No. 149, the Company is accounting for the contracts as a cash flow hedge. Through December 31, 2006, the Company has deposited a total of \$1,033,934 in margin requirements with the broker. The Company has a realized loss on 24 of the 40 contracts in the amount of \$525,660. The balance of \$509,198 on deposit with the broker at December 31, 2006 is included in due from broker. The realized loss of \$525,660 is recorded in cost of goods sold in these condensed consolidated financial statements, of which, \$210,213 relates to contracts for which fuel had not been delivered as of December 31, 2006; however this amount is included in cost of goods sold since such loss is not expected to be recovered in the applicable future period. The estimated fair value of open futures contracts as of December 31, 2006 resulted in an unrealized loss of \$383,065 which is recorded as fuel derivative contracts with a corresponding amount recorded in accumulated other comprehensive loss in these condensed consolidated financial statements (See Note 17). During the period subsequent to December 31, 2006, the Company continued to experience losses on the remaining 16 contracts.

## Note 11 - Property and Equipment

Property and equipment was comprised of the following:

	December 31, 2006	June 30, 2006 (Audited)
Land	\$ 479,346	\$ 479,346
Buildings	1,662,955	1,656,106
Bulding improvements	539,414	251,401
Trucks	3,929,718	3,826,414
Machinery and equipment	1,028,769	1,028,769
Office furniture, fixtures and equipment	224,778	219,778
Fuel tanks	923,260	872,096
Cylinders - propane	459,177	385,450
	<u>\$ 9,247,417</u>	<u>\$ 8,719,360</u>
Less: accumulated depreciation	<u>(4,504,725)</u>	<u>(4,305,309)</u>
Property and equipment, net	<u>\$ 4,742,692</u>	<u>\$ 4,414,051</u>

At December 31, 2006, the Company had equipment under capital leases with a net book value of approximately \$1,065,000.

Depreciation and amortization expense of property and equipment was \$127,566 and \$149,886 for the three months ended December 31, 2006 and 2005, respectively. Depreciation and amortization expense of property and equipment was \$276,389 and \$301,502 for the six months ended December 31, 2006 and 2005, respectively.

## Note 12 – Deferred Financing Costs and Debt Discounts

The Company incurred deferred financing costs in conjunction with the sale of convertible debentures on July 12, 2005 and August 8, 2006 (See Note 16), notes payable on May 13, 2005 (See Note 14), and a line of credit on May 13, 2005 (See Note 13) and a convertible note payable on July 5, 2006 (See Note 16). These costs were capitalized to deferred financing costs and are being amortized over the term of the related debt. Amortization of deferred financing costs was \$202,762 and \$207,136 for the three months ended December 31, 2006 and 2005, respectively. Amortization of deferred financing costs was \$763,890 and \$240,701 for the six months ended December 31, 2006 and 2005, respectively. These amounts include \$175,000 and \$715,000 for the three and six month periods ended December 31, 2006, respectively, that were reclassified/restated to amortization of deferred financing costs, originally presented as part of contra equity, since the financing did not occur. This reclass/restatement in the amount of \$715,000 reduced assets from \$16,007,624 to \$15,292,624, stockholders' equity from \$463,296 to \$(251,704) and increased amortization of deferred financing costs from \$48,890 to \$763,890 and net loss from \$(3,102,272) to \$(3,817,272) in the six month period ended December 31, 2006.

In accordance with EITF 00-27, "Application of Issue 98-5 to Certain Convertible Instruments", the Convertible Debentures issued on July 12, 2005 and August 8, 2006, as well as a convertible note issued July 5, 2006 were considered to have a beneficial conversion premium feature. The Company recorded debt discounts of \$5,500,000 related to the beneficial conversion features and warrants issued in connection with the financings. The Company amortized \$274,285 and \$1,207,004 of the debt discount during the three months ended December 31, 2006 and 2005, respectively. The Company amortized \$470,194 and \$1,485,537 of the debt discounts during the six months ended December 31, 2006 and 2005, respectively.

## Note 13 - Line Of Credit

On May 13, 2005, the Company entered into a \$1,750,000 line-of-credit agreement with Entrepreneur Growth Capital, LLC ("EGC"). The loan is secured by accounts receivable, inventory and certain other assets as defined in the agreement. The line carries interest at Citibank's prime rate, plus 4% per annum (11.25% at December 31, 2006) not to exceed 24% with a minimum interest of \$11,000 per month. The line also requires an annual facility fee of 2% of the total available facility limit and monthly collateral management fees equal to .025%. The outstanding balance fluctuates over time. The balance due as of December 31, 2006 was \$999,804 and approximately \$750,000 was available under this credit line.

## Note 14 - Notes Payable

On May 13, 2005, the Company entered into a term loan with Northfield Savings Bank for \$3,250,000. Principal and interest are payable in monthly installments of approximately \$21,400 which commenced July 1, 2005. The initial interest rate is 6.25% per annum on the unpaid principal balance for the first five years, to be reset every fifth anniversary date at 3% over the five year treasury rate, but not



lower than the initial rate; at that time the monthly payment will be reset. The interest rate on default is 4% per annum above the interest rate then in effect. The note is secured by Company-owned real property located in Rockaway, New Jersey and an assignment of leases and rents at such location. At the maturity date of June 1, 2030, all remaining amounts are due. The balance outstanding on this note at December 31, 2006 was approximately \$3,165,000.

On August 27, 1999, the Company entered into a note related to the purchase of equipment and facilities from B & B Fuels, Inc. The total principal of the note originally was \$145,000. The note is payable in the monthly amount of principal and interest of \$1,721 with an interest rate of 7.5% per year through August 27, 2009. The note is secured by a mortgage granted by Able Energy New York, Inc. on properties at 2 and 4 Green Terrace and 4 Horicon Avenue, Town of Warrensburg, Warren County, New York. The balance due on this note at December 31, 2006 was approximately \$50,000.

On December 7, 2006, the Company entered into a note with Ford Motor Credit for the purchase of a Ford pick-up truck. The total principal of the note is \$33,636. The note is payable in the monthly amount of principal and interest of \$757 through December 31, 2010 with an annual interest rate of 3.9%.

On December 13, 2006, the Company entered into a 5 year note agreement relating to the purchase of the Horsham Franchise in the amount of \$345,615 (See Note 21). The interest rate is 7.0% per annum and principal and interest is payable in monthly installments of \$6,844 which commenced on January 13, 2007.

Maturities of the notes payable as of December 31, 2006 are as follows:

<b>For the Year Ending December 31,</b>	<b>Amount</b>
2007	\$ 146,450
2008	156,386
2009	160,055
2010	156,435
2011	157,606
Thereafter	2,817,205
	<u>\$ 3,594,137</u>

#### **Note 15 - Capital Leases Payable**

The Company has entered into various capital leases for equipment expiring through November 2011, with aggregate monthly payments of approximately \$34,000. During the three months ended December 31, 2006, the Company purchased equipment under a capital lease for approximately \$95,000.

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of December 31, 2006:

<b>For the Year Ending December 31,</b>	<b>Amount</b>
2007	\$ 372,911
2008	343,941
2009	193,452
2010	74,914
2011	21,501
Total minimum lease payments	1,006,719
Less: amounts representing interest	117,817
Present value of net minimum lease payments	888,902
Less: current portion	311,476
Long - term portion	<u>\$ 577,426</u>

#### **Note 16 - Convertible Debentures and Notes Payable**

##### Convertible Debentures – July 2005

On July 12, 2005, the Company consummated a financing in the amount of \$2.5 million. Under such financing, the Company sold debentures evidenced by a Variable Rate Convertible Debenture (the "Convertible Debentures"). During the year ended June 30, 2006 \$2,367,500 of principal plus accrued interest of \$49,563 were converted into 371,856 shares of the Company's common shares. As of



December 31, 2006, the remaining outstanding balance of convertible debentures totaled \$132,500 plus accrued interest of \$60,358. The amortization of discounts on these Convertible Debentures was \$15,883 and \$1,207,004 for the three months ended December 31, 2006 and 2005, respectively. The amortization of discounts on these Convertible Debentures was \$31,766 and \$1,485,537 for the six months ended December 31, 2006 and 2005, respectively and the unamortized portion was \$38,602 at December 31, 2006.

#### Convertible Note Payable - Laurus

On July 5, 2006, the Company closed a Securities Purchase Agreement entered into on June 30, 2006 whereby it sold a \$1,000,000 convertible term note to the Laurus Master Trust Fund, Ltd. ("Laurus"). The Company paid fees of \$49,000 to Laurus and received net proceeds of \$951,000. The Company incurred escrow fees of \$1,500. Thereafter, the Company loaned \$849,500 of the Laurus proceeds to All American and in exchange for a note receivable in the amount of \$905,000, which included reimbursement of \$50,500 of transaction fees. All American loaned the net proceeds received from Able to CCI Group, Inc ("CCIG", a 70% owned subsidiary of All American) who utilized such funds toward the development and operation of a project operated by CCIG's subsidiary Beach Properties Barbuda Limited ("BPBL").

Commencing August 1, 2006, the Company was required to pay interest on the note monthly in arrears at a rate equal to the prime rate published in the Wall Street Journal plus 2% (a total of 10.25% as of December 31, 2006), calculated as of the last business day of the calendar month. Amortizing payments of the principal amount of the note shall be made by the Company commencing on June 30, 2007 and on the first business day of each succeeding month thereafter in the amount of \$27,778 through the maturity date of the note on June 30, 2009. The note is convertible at the option of Laurus into shares of the Company's common stock, at an initial fixed conversion price of \$6.50 per share. The conversion rate of the note is subject to certain adjustments and limitations as set forth in the note.

In connection with Laurus' purchase of the note, the Company granted Laurus a warrant exercisable through June 30, 2011 to purchase 160,000 shares of the Company's common stock at a price of \$5.57 per share, subject to the adjustments and limitations set forth in the warrant. These warrants were valued at approximately \$986,000, using the Black-Scholes model, applying an interest rate of 5.19%, volatility of 98.4%, dividends of \$0 and a contractual term of five years.

In accordance with EITF 00-27 "Application of Issue 98-5 to Certain Convertible Instruments" and EITF 98-5, "Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjusted Conversion Ratios", on a relative fair value basis, the warrants were recorded at a value of approximately \$472,000. The conversion feature, utilizing an effective conversion price and market price of the common stock on the date of issuance of \$3.00 and \$7.70, per share, respectively, was valued at approximately \$723,000 which was then limited to \$528,000, the remaining undiscounted value of the proceeds of the convertible term note. Accordingly, the Company has recorded a debt discount related to the warrants of \$472,000 and the beneficial conversion feature of the convertible term note of \$528,000, which amounts are amortizable utilizing the interest method over the three year term of the convertible term note. Amortization of debt discounts on this note payable amounted to \$84,326 and \$164,070 for the three and six months ended December 31, 2006 and the unamortized portion of these debt discounts was \$835,930 at December 31, 2006.

The Company agreed that within sixty days from the date of issuance of the note (September 3, 2006) and warrant that it would file a registration statement with the SEC covering the resale of the shares of the Company's stock issuable upon conversion of the note and the exercise of the warrant. This registration statement would also cover any additional shares of stock issuable to Laurus as a result of any adjustment to the fixed conversion price of the note or the exercise price of the warrant. As of the date of this Report, the Company was not able to file a registration statement, and Laurus has not yet waived its rights under this agreement. As a result of its failure to comply with the registration rights provision, the Company has included all the amounts due for the convertible term note as a current liability in the condensed consolidated balance sheet as of December 31, 2006. There are no stipulated liquidated damages outlined in the Registration Rights Agreement. Under the Agreement, the holder is entitled to exercise all rights granted by law, including recovery of damages, and will be entitled to specific performance of its rights under this agreement. Mr. Frank Nocito, an officer and a stockholder and Mr. Stephen Chalk, a director, have each provided a personal guarantee, of up to \$425,000 each, in connection with this financing.

The Company received from Laurus a notice of a claim of default dated January 10, 2007. Laurus claimed default under section 4.1(a) of the Term Note as a result of non-payment of interest and fees in the amount of \$8,826 that were due on January 5, 2007, and a default under sections 6.17 and 6.18 of the Securities Purchase Agreement for failure to use best efforts (i) to cause CCIG to provide Laurus on an ongoing basis with evidence that any and all obligations in respect of accounts payable of the project operated by CCIG's subsidiary BPBL, have been met; and (ii) cause CCIG to provide within 15 days after the end of each calendar month, unaudited/internal financial statements (balance sheet, statements of income and cash flow) of BPBL and evidence that BPBL is current in all of their ongoing operational needs. On March 7, 2007, Laurus notified the Company that it waived the event of default and that Laurus had waived the requirement for the Company to make the default payment of \$154,000.

#### Convertible Debentures August 2006

On August 8, 2006, the Company issued \$2,000,000 of convertible debentures to certain investors which are due on August 8, 2008. The convertible debentures are convertible into shares of the Company's common stock at a conversion price of \$6.00 per share, which was the market value of the Company's common stock on the date of issuance. The Company received net proceeds of \$1,820,000 and incurred expenses of legal fees of \$40,000 and broker fees of \$140,000 in connection with this financing that were recorded as deferred financing costs and amortized on a straight-line basis over the two year term of the convertible debentures. The convertible debentures bear interest at the greater of either LIBOR (5.4% as of December 31, 2006) plus 6.0%, or 12.5%, per annum,

and such interest is payable quarterly to the holder at the option of the Company, either in cash or in additional convertible debentures.

At any time, the holder may convert the convertible debenture into shares of common stock at \$6.00 per share, or into 333,333 shares of common stock which represents a conversion at the face value of the convertible debenture.

On May 30, 2007, upon consummation by the Company of the business combination transaction with All American (See Note 19), the Company may redeem the convertible debentures at a price of 120% of the face amount, plus any accrued but unpaid interest and any unpaid liquidated damages or under certain conditions, the Company may redeem the amount at 120% of the face amount in cash, or redeem through the issuance of shares of common stock at the lower of the existing conversion price or 90% of the volume weighted average price, as stipulated in the agreement.

The investors may elect to participate in up to 50% of any subsequent financing of the Company by providing written notice of intention to the Company.

The investors also were issued 333,333, 166,667 and 172,667 five-year warrants to purchase additional shares of the Company's common stock at \$4.00, \$6.00 and \$7.00 per share, respectively. These warrants were valued at \$3,143,000 using the Black-Scholes model, applying an interest rate of 4.85%, volatility of 98.4%, dividends of 0% and a term of five years. In accordance with EITF 00-27 and EITF 98-5, on a relative fair value basis, the warrants were recorded at a value of approximately \$1,222,000.

The beneficial conversion feature, utilizing an effective conversion price and market price of the common stock on the date of issuance of \$2.00 and \$6.00, per share, respectively, was valued at approximately \$1,333,000 which was then limited to \$778,000, the remaining undiscounted value of the convertible term note. Accordingly, the Company has recorded a debt discount related to the warrants of \$1,222,000 and a beneficial conversion feature of the convertible term note of \$778,000, which amounts are amortizable over the two year term of the convertible debentures. Amortization of debt discounts was \$174,078 and \$274,361 for the three and six months ended December 31, 2006, respectively, and the unamortized portion was \$1,725,639 at December 31, 2006.

The Company had agreed to file a registration statement within forty-five days or September 22, 2006, covering the resale of the shares of common stock underlying the convertible debentures and warrants issued to the investors, and by October 15, 2006, to have such registration statement declared effective. The registration rights agreement with the investors provides for partial liquidated damages in the case that these registration requirements are not met. From the date of violation, the Company is obligated to pay liquidated damages of 2% per month of the outstanding amount of the convertible debentures, up to a total obligation of 24% of such obligation. The Company has not yet filed a registration statement regarding these securities. As a result of its failure to comply with the registration rights provision, the Company has included all amounts due on the convertible debentures as a current liability in the condensed consolidated balance sheet as of December 31, 2006. Also, as of December 31, 2006, the Company has estimated the fair value of the liquidated damages obligation including interest of approximately \$366,000. The expense is included as registration rights penalty on the condensed consolidated statement of operations and the corresponding liability in accounts payable and accrued expenses on the condensed consolidated balance sheet. The Company is obligated to continue to pay 18% interest per annum on any damage amount not paid in full within 7 (seven) days. As of the date of this Report, the Company was not able to file a registration statement and the holder has not yet waived its rights under this agreement, and the Company had not received a default notice from the lender on these matters. EITF 05-04 view (C) allows the Company to account for the value of the warrants as equity and separately record the fair value of the registration right as a derivative liability. Until these liquidated damages are cured, the incurred liquidated damages and an estimate of future amount will be accounted for as a derivative liability by the Company under view (C).

The obligations of the Company in this financing transaction are secured by a first mortgage on certain property owned by the Company in Warrensburg, New York, a pledge of certain rights the Company has in securities of CCIG, guarantees by the Company's subsidiaries and liens on certain other property.

#### **Note 17- Stockholders' Deficiency**

##### Increase in Common Shares Authorized

On August 29, 2006, the stockholders approved an increase in authorized shares of common stock from 10,000,000 to 75,000,000 shares.

##### Accumulated Other Comprehensive Loss

Accumulated other comprehensive loss of \$383,065 represents changes in the effective portion of the Company's open fuel contracts (See Note 10).

## Stock Options

A summary of the Company's stock option activity, and related information for the six months ended December 31, 2006 is as follows:

	Number of Options	Weighted Average Exercise Price
Outstanding, June 30, 2006	91,500	\$ 5.92
Granted	50,000	4.55
Cancelled	(50,000)	4.55
Exercised	(12,500)	4.36
Outstanding, December 31, 2006	<u>79,000</u>	<u>\$ 6.17</u>

On July 31, 2006, an option was granted to Frank Nocito, a Vice President and stockholder of the Company, to purchase 50,000 shares of common stock of the Company at a price of \$4.55 per share. Thereafter, in error, the Company issued the shares to Mr. Nocito. Mr. Nocito had not formally exercised the option, nor had he paid the cash consideration for the shares. Mr. Nocito returned the stock certificates to the Company and the shares were cancelled by the transfer agent. On October 7, 2006, Mr. Nocito and the Company agreed to cancel the option and further, Mr. Nocito agreed in writing to waive any and all rights that he had to the option. The option was then cancelled and deemed null and void and the statements reflect no expense related to the cancelled grant.

On August 25, 2006, Steven Vella, the Company's former Chief Financial Officer, elected to exercise 12,500 options with an exercise price of \$4.36 that were granted to him on June 23, 2006, as part of a negotiated severance package. As a result of the option exercise, the Company received proceeds of \$54,500. Black Scholes variables used were 3 year term, risk free interest rate of 5.23% and volatility of 86.9%.

There were no other options granted during the six months ended December 31, 2006.

The Company incurred \$106,006 and \$123,843 of stock-based compensation expenses for the three and six months ended December 31, 2006, respectively, from amortization of deferred compensation expenses related to the previous issuance of stock options.

Options exercisable are as follows:

	Number of Options	Weighted Average Exercise Price
December 31, 2006	<u>79,000</u>	<u>\$ 6.17</u>

The following is a summary of stock options outstanding and exercisable at December 31, 2006 by exercise price range:

Exercise Price Range	Number of options	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price
\$ 2.55 - \$3.16	30,000	2.0	\$ 2.86
\$ 8.09 - \$8.32	49,000	4.1	8.20
	<u>79,000</u>	<u>3.3</u>	<u>\$ 6.17</u>

## Warrants

A summary of the Company's stock warrant activity and related information for the six months ended December 31, 2006 is as follows:

	<u>Number of Warrants</u>	<u>Weighted Average Price</u>
Outstanding June 30, 2006	5,332,309	\$ 7.49
Granted	832,667	5.32
Outstanding September 30, 2006	<u>6,164,976</u>	<u>\$ 7.20</u>

## Voluntary NASDAQ Delisting

On October 4, 2006, the Company announced its intention to voluntarily delist the Company's common stock from the NASDAQ Capital Market, effective as of the start of trading on October 13, 2006. The Company's common stock is currently quoted on the Pink Sheets. The management of the Company has indicated that the Company will apply for listing on the OTC Bulletin Board as soon as practicable following the filing this December 31, 2006 Report on Form 10-Q/A as well as Form 10-Q's for the periods ended March 31, 2007, September 30, 2007 and December 31, 2007, as well as Form 10-K for the year ended June 30, 2007.

## **Note 18 - Commitments and Contingencies**

### Purchase Commitments

The Company is obligated to purchase #2 heating oil under various contracts with its suppliers. As of December 31, 2006, total open commitments under these contracts, which expire at various dates through April 2007, were approximately \$3,413,000. See Note 22 for additional contracts entered into subsequent to December 31, 2006.

### Litigation

The Company is subject to laws and regulations relating to the protection of the environment. While it is not possible to quantify with certainty the potential impact of actions regarding environmental matters, in the opinion of management, compliance with the present environmental protection laws will not have a material adverse effect on the consolidated financial condition, competitive position, or capital expenditures of the Company.

Following an explosion and fire that occurred at the Company's Facility in Newton, NJ on March 14, 2003, and through the subsequent clean up efforts, the Company has cooperated fully with all local, state and federal agencies in their investigations into the cause of this accident.

A lawsuit (known as Hicks vs. Able Energy, Inc.) was filed against the Company by residents who allegedly suffered property damages as a result of the March 14, 2003 explosion and fire. The Company's insurance carrier is defending the Company as it related to compensatory damages. The Company has retained separate legal counsel to defend the Company against the punitive damage claim. On June 13, 2005, the Court granted a motion certifying a plaintiff class action which is defined as "All Persons and Entities that on and after March 14, 2003, residing within a 1,000 yard radius of Able Oil Company's fuel depot facility and were damaged as a result of the March 14, 2003 explosion". As of the date of this Report, this lawsuit is still in the discovery phase. The class certification is limited to economic loss and specifically excludes claims for personal injury from the Class Certification. The Company believes that the Class Claims for compensatory damages is within the available limits of its insurance. On September 13, 2006, the plaintiffs counsel made a settlement demand of \$10,000,000, which the Company believes to be excessive and the methodology upon which is fundamentally flawed. The Company intends to vigorously defend the claim.

Relating to the Hicks action, a total of 227 claims have been filed against the Company for property damages and 222 claims have been settled by the Company's insurance carrier. In addition to the Hicks action, four property owners, who were unable to reach satisfactory settlements with the Company's insurance carrier, have filed lawsuits for alleged property damages suffered as a result of the March 14, 2003 explosion and fire. The Company's insurance carrier is defending the Company as it relates to the Hicks action and remaining four property damage claims. The Company's counsel is defending punitive damage claims. The Company believes that compensatory damage claims are within the available limits of insurance and reserves for losses have been established, as deemed appropriate, by the insurance carrier. The Company believes the remaining five unsettled lawsuits will not have a material adverse effect on the Company's consolidated financial condition or operations.

The Company has been involved in non-material lawsuits in the normal course of business. These matters are handled by the Company's insurance carrier. The Company believes that the outcome of the above mentioned legal matters will not have a material effect on the Company's condensed consolidated financial statements.

### USA Biodiesel LLC Joint Venture

On August 9, 2006, the Company entered into a joint venture agreement with BioEnergy of America, Inc. ("BEA"), a privately-held Delaware corporation, for the purpose of producing biodiesel fuel using BEA's exclusive production process at plants to be constructed at truck stop plazas, home heating depots and terminals used to house petroleum products for distribution or resale. The joint venture will operate through USA Biodiesel LLC ("USA"), a New Jersey limited liability company in which the Company and BEA will each have a 50% membership interest. Each plant, when fully operational, will produce approximately 15 million gallons of biodiesel fuel per year. USA will pay all of the operating, production and processing expenses for each plant, including an annual use fee to the Company for use of the plant in the amount of \$258,000, payable quarterly, commencing ninety days after the plant is fully operational. USA will operate the plants and the Company shall have the exclusive right to purchase all bio-diesel fuel produced at the plants.

The Company's initial contribution to USA will be: (i) the costs of construction of each of the plants (estimated to be \$1.5 million each) and related equipment necessary for operating the plants, all of which, after construction of the plants shall be owned by the Company; (ii) initial capital by means of a loan to USA for funding the operations of USA; (iii) the facilities at which the plants are to be constructed; and (iv) office facilities and access to office technology for the Company. BEA's initial contribution to USA will be: (i) the license design, engineering plans and technology and related costs and expenses necessary to construct and operate the plants at the facilities; (ii) access to equipment supplier purchase agreements for equipment for the plants; (iii) access to soy oil, methanol and other material purchasing agreements; (iv) for each plant constructed, six months of training consisting of three months during the construction of each of the plants and three months during initial full production; and (v) exclusive territorial rights to the manufacturing process to be used at the plants. There were no costs incurred by the Company through the date of this Report, and the Company has been advised that BEA is no longer in business.

### Other Contingencies

Related to its 1999 purchase of the property on Route 46 in Rockaway, New Jersey, the Company settled a lawsuit with a former tenant of the property and received a lump sum settlement of \$397,500. This sum was placed in an attorney's escrow account for payment of all environmental remediation costs. Through December 31, 2006, the Company has been reimbursed for approximately \$290,000 of costs and another approximately \$87,000 are un-reimbursed and are included in prepaid expenses and other current assets in the accompanying condensed consolidated balance sheet at December 31, 2006 and must be presented to the attorney for reimbursement. The environmental remediation is still in progress on this property. The majority of the free standing product has been extracted from the underground water table. The remainder of the remediation will be completed over the course of the next eight to ten years using natural attenuation and possible bacterial injection, and based upon the information available to the Company as of the date of this Report, in the opinion of the Company's management, the amount remaining available in the trust is sufficient to fund the remaining remediation.

On September 26, 2006, the New Jersey Department of Environmental Protection ("NJDEP") conducted a site update inspection, which included a review of the Route 46 site and an update of the progress of the approved remediation. The NJDEP Northern Office director who conducted the inspection, concluded that the remediation progress was proceeding appropriately and that the NJDEP approved of the Company's continued plan to eliminate the remaining underground product.

During the year ended June 30, 2006, certain officers of the Company exercised stock options for the purchase of 100,000 shares of the Company's stock at an exercise price of \$6.68 per share that would have resulted in additional compensation to them if, at the time of exercise, the stock was either not subject to a substantial risk of forfeiture or transferable. The Company has concluded that the stock received upon exercise was subject to a substantial risk of forfeiture and not transferable until the time of sale. Since the sales price of the stock was less than the exercise price, the Company has further concluded that there is no additional compensation that would be subject to income tax withholdings for inclusion in payroll tax returns. There can be no assurance that the Internal Revenue Service ("IRS") will agree with the Company's position. In the event that the IRS does not agree, the Company estimates that its maximum exposure for income tax withholdings will not exceed approximately \$85,000 excluding any potential interest and penalties. In addition, the Company has not yet filed certain SEC filings related to these option exercises.

On December 8, 2006, the Company commenced an action in the Superior Court of California, for the County of Los Angeles against Summit Ventures, Inc. ("Summit"), Mark Roy Anderson ("Anderson"), the principal of Summit and four other companies controlled by Anderson, Camden Holdings, Inc., Summit Oil and Gas, Inc. d/b/a Nevada Summit Oil and Gas, Harvest Worldwide LLC and Harvest Worldwide, Inc. seeking to compel the return of 142,857 shares (the "Shares") of the Company's common stock issued to Summit. The shares were issued to Summit in connection with a consulting agreement the Company had entered into with Summit in January 2005 (also See Note 5). The complaint also sought damages as a result of Summit's and Anderson's breach of contract, fraud, and misrepresentation with respect to the consulting agreement. On June 28, 2007, Summit and Anderson interposed a cross-complaint against the Company, Greg Frost, the Company's Chief Executive Officer and Chairman, Chris Westad, the Company's President, Frank Nocito, Vice President of Business Development for the Company, Stephen Chalk, a Director of the Company and Timothy Harrington, the former Chief Executive Officer of the Company. The Company has recently settled the Anderson Litigation (see Note 22).

### SEC Formal Order of Private Investigation

On September 7, 2006, the Company received a copy of a Formal Order from the SEC pursuant to which the Company, certain of its officers and a director were served with subpoenas requesting certain documents and information. The Formal Order authorizes an investigation of possible violations of the anti-fraud provisions of the federal securities laws with respect to the offer, purchase and



of the Company's securities and the Company's disclosures or failures to disclose material information. The Company believes that it did not violate any securities laws and intends to cooperate fully with and assist the SEC in its inquiry. The scope, focus and subject matter of the SEC investigation may change from time to time and the Company may be unaware of matters under consideration by the SEC. The Company has produced and continues to produce responsive documents and intends to continue cooperating with the SEC in connection with the investigation.

## **Note 19 - Related Party Transactions**

### Acquisition of Assets of All American

The Company entered into an Asset Purchase Agreement dated as of June 16, 2005 (which was originally contemplated as a stock purchase agreement) ("Purchase Agreement") with all of the stockholders (and then with All American with respect to the Purchase Agreement) (the "Sellers") of All American in connection with the Company's acquisition of substantially all the operating assets (not including real estate properties) of All American. This transaction was approved on August 29, 2006 at a special meeting of the Company's stockholders and was consummated on May 30, 2007. In accordance with applicable Delaware law, the transaction was approved by at least two-thirds (2/3) of the disinterested stockholders of the Company. Under the terms of the Purchase Agreement, upon closing, the Company issued an aggregate of 11,666,667 shares of the Company's unregistered and restricted common stock. Of the approximately 11.67 million shares, 10 million shares were issued directly to All American and the remaining 1,666,667 shares were issued in the name of All American in escrow pending the decision by the Company's Board of Directors relating to the All American Secured Debentures described in the paragraph below. The Company purchased the operating businesses of eleven truck stop plazas owned and operated by All American. The acquisition included all assets comprising the eleven truck plazas other than the underlying real estate and the buildings thereon. The Company also assumed all liabilities related to the operations of those truck stops. The Company did not assume any liabilities related to the underlying real estate. In addition, the obligations of All American to the Company relating to the notes and other amounts as described in these condensed consolidated financial statements survive the business combination. The financial information related to the assets acquired and liabilities assumed is not yet available. The shares of the Company were valued at a fixed price of \$3.00 per share for purposes of the Purchase Agreement. The share price of the Company's common stock as of May 30, 2007 as listed on the Pink Sheets was \$1.65.

Please see Note 21 for the unaudited proforma income statement representing consolidated results of operations for the Company had the acquisition of All American occurred at the beginning of the earliest period presented.

### All American Financing

On June 1, 2005, All American completed a financing that may impact the Company. Pursuant to the terms of the Securities Purchase Agreement (the "Agreement") among All American and certain purchasers ("Purchasers"), the Purchasers loaned All American an aggregate of \$5,000,000, evidenced by Secured Debentures dated June 1, 2005 (the "Debentures"). The Debentures were due and payable on June 1, 2007, subject to the occurrence of an event of default, with interest payable at the rate per annum equal to LIBOR for the applicable interest period, plus 4% payable on a quarterly basis on April 1st, July 1st, October 1st and January 1st, beginning on the first such date after the date of issuance of the Debentures. As of the date of this Report, the Company's Board has not approved the transfer of the debt that would also require the transfer of additional assets from All American as consideration for the Company to assume the debt. Should the Company's Board approve the transfer of the debt, the Debentures will be convertible into shares of the Company's common stock at a conversion rate of the lesser of (i) the purchase price paid by the Company for each share of All American common stock in the acquisition, or (ii) \$3.00, subject to further adjustment as set forth in the agreement.

The loan is secured by real estate property owned by All American in Pennsylvania and New Hampshire. Pursuant to the Agreement, these Debentures are in default, as All American did not complete the merger with the Company prior to the expiration of the 12-month anniversary of the Agreement. Pursuant to the Additional Investment Right (the "AIR Agreement") among All American and the Purchasers, the Purchasers may loan All American up to an additional \$5,000,000 of secured convertible debentures on the same terms and conditions as the initial \$5,000,000 loan, except that the conversion price will be \$4.00 if the Company's Board approves the transfer of debt, upon such assumption, the Company will assume the obligations of All American under the Agreement, the Debentures and the AIR Agreement through the execution of a Securities Assumption, Amendment and Issuance Agreement, Registration Rights Agreement, Common Stock Purchase Warrant Agreement and Variable Rate Secured Convertible Debenture Agreement, each between the Purchasers and the Company (the "Able Energy Transaction Documents"). Such documents provide that All American shall cause the real estate collateral to continue to secure the loan, until the earlier of full repayment of the loan upon expiration of the Debentures or conversion by the Purchasers of the Debentures into shares of the Company's common stock at a conversion rate of the lesser of (i) the purchase price paid by the Company for each share of All American common stock in the acquisition, or (ii) \$3.00 (the "Conversion Price"), subject to further adjustment as set forth in the Able Energy Transaction Documents. However, the Conversion Price with respect to the AIR Agreement shall be \$4.00. In addition, the Purchasers shall have the right to receive five-year warrants to purchase 2,500,000 of the Company's common stock at an exercise price of \$3.75 per share.

In the event the Company's Board of Directors does approve the transfer of debt and pursuant to the Able Energy Transaction Documents, the Company shall also have an optional redemption right (which right shall be mandatory upon the occurrence of an event of default) to repurchase all of the Debentures for 125% of the face amount of the Debentures plus all accrued and outstanding interest, as well as a right to repurchase all of the Debentures in the event of the consummation of a new financing in which the Company sells securities at a purchase price that is below the Conversion Price. The stockholders of All American have placed 1,666,667 shares of Able common stock in escrow to satisfy the conversion of the \$5,000,000 in outstanding Debentures in full should the Company's Board



approve the transfer of debt.

#### Notes and Loans to All American

The Company loaned All American \$1,730,000 as evidenced by a promissory note dated July 27, 2005. As of December 31, 2006, this note is still outstanding with a maturity date of August 15, 2007. Interest income related to this note for the three and six months ended December 31, 2006 was \$41,452 and \$82,850, respectively, and accrued interest receivable as of that date is \$153,425. The note and accrued interest receivable in the amount of \$1,883,425 have been classified as contra-equity on the Company's condensed consolidated balance sheet as of December 31, 2006.

On May 19, 2006, the Company entered into a letter of interest agreement with Manns Hagggerskjold of North America, Ltd. ("Manns"), for a bridge loan to the Company in the amount of \$35,000,000 and a possible loan in the amount of \$1.5 million based upon the business combination with All American ("Manns Agreement"). The terms of the letter of interest provided for the payment of a commitment fee of \$750,000, which was non-refundable to cover the due-diligence cost incurred by Manns. On June 23, 2006, the Company advanced to Manns \$125,000 toward the Manns Agreement due diligence fee. During the period from July 7, 2006 through November 17, 2006, the Company advanced an additional \$590,000 toward the Manns Agreement due diligence fee. The amount outstanding relating to these advances as of December 31, 2006 was \$715,000. As a result of not obtaining the financing (see below), \$175,000 and \$715,000 was expensed to amortization of deferred financing costs for the three and six month periods ended December 31, 2006, respectively.

As a result of the Company receiving a Formal Order from the SEC on September 22, 2006, the Company and Manns agreed that the commitment to fund being sought under the Manns Agreement would be issued to All American, since the stockholders had approved an acquisition of All American by Able and since the collateral for the financing by Manns would be collateralized by real estate owned by All American. Accordingly, on September 22, 2006, All American agreed that in the event Manns funds a credit facility to All American rather than the Company, upon such funds being received by All American, it will immediately reimburse the Company for all expenses incurred and all fees paid to Manns in connection with the proposed credit facility from Manns to the Company. On or about February 2, 2007, All American received a term sheet from UBS Real Estate Investments, Inc. ("UBS") requested by Manns as co-lender to All American. All American rejected the UBS offer as not consistent with the Manns' commitment of September 14, 2006. All American subsequently demanded that Manns refund all fees paid to Manns by Able and All American. In order to enforce its rights in this regard All American has retained legal counsel. The Company and All American intend to pursue their remedies against Manns. All recoveries and fees and costs of the litigation will be allocated between the Company and All American in proportion to the amount of the Manns due diligence fees paid.

On July 5, 2006, the Company loaned \$905,000 of the Laurus proceeds to All American (See Note 16). Interest income on the note for the three months and six months ended December 31, 2006 was \$24,284 and \$47,600, respectively. The note and accrued interest of \$938,881 have been classified as contra-equity on the Company's condensed consolidated balance sheet as of December 31, 2006.

In consideration for the loan, All American has granted the Company an option, ("the option") exercisable in the Company's sole discretion, to acquire 80% of the CCIG stock All American acquired from CCIG pursuant to a Share Exchange Agreement. In addition, in the event that the Company exercises the Option, 80% of the outstanding principal amount of the All American note will be cancelled and shall be deemed fully paid and satisfied. The remaining principal balance of the All American note and all outstanding and accrued interest on the loan shall be due and payable one year from the exercise of the Option. The Option must be exercised in whole and not in part and the Option expires on July 5, 2008. In the event the Company does not exercise the Option, the All American note shall be due in two years, on July 6, 2008, unless the Company has issued a declaration of intent not to exercise the Option, in which case the All American note shall be due one year from such declaration. The Company has determined, that given the lack of liquidity in the shares of CCIG and the lack of information in regard to the financial condition of CCIG, that this option has no value and has not been recorded by the Company.

On August 14, 2006, the Company loaned All American \$600,000. On August 30, 2006, All American repaid the \$600,000 plus interest in the amount of \$2,684.

#### Note Receivable – Related Party

In connection with two loans entered into by the Company in May 2005, fees in the amount of \$167,500 were paid to Unison Capital Corporation ("Unison"), a company controlled by Mr. Nocito, an officer of the Company. This individual also has a related-party interest in All American. Subsequent to the payments being made and based on discussions with Unison, it was determined the \$167,500 was to be reimbursed to the Company over a twelve month period beginning in October 2005. As of December 31, 2006, no payments have been made and this note is still outstanding. The maturity date of the note has been extended to August 15, 2007 and has been personally guaranteed by Mr. Nocito. Interest income related to this note for the three and six months ended December 31, 2006 was \$2,533 and \$5,066, respectively, and accrued interest receivable as of that date is \$16,796. The note and accrued interest in the amount of \$184,296 have been classified as contra-equity in the accompanying condensed consolidated balance sheet as of December 31, 2006.

#### Note Payable Related Party

On February 22, 2005, the Company borrowed \$500,000 from Able Income Fund, LLC ("Able Income"), which is partially-owned by the Company's former CEO, Timothy Harrington. The note from Able Income bore interest at the rate of 14% per annum payable

interest only in the amount of \$5,833 per month with the principal balance and any accrued unpaid interest due and payable on May 22, 2005. The note was secured by a mortgage on property located in Warrensburg Industrial Park, Warrensburg, New York, owned by Able

Energy New York, Inc. Able Income agreed to surrender the note representing this loan on October 14, 2005 in exchange for 57,604 shares of Able common stock (based on a conversion price equal to 80% of the average closing price of our common stock during the period October 3, 2005 to October 14, 2005). Interest expense related to the note payable paid to Able Income during the three and six months ended December 31, 2005 was zero and \$17,500, respectively.

#### Fuel Supply Contract

In December 2006, the Company entered into a Fuel Purchase agreement with All American. Under the agreement, the Company pre-paid \$350,000 to All American in exchange for fuel purchased pursuant to this agreement to be provided by All American at a \$.05 per gallon discount from the Newark, New Jersey daily spot market price. All American has satisfied \$52,941 and \$338,942 of its obligations under this agreement as of December 31, 2006 and June 30, 2007, respectively. The prepaid balance under the agreement at December 31, 2006 was \$297,059 and is included as receivable from a related party in the condensed consolidated balance sheet at December 31, 2006.

#### Change in Officers Status

On September 28, 2006, Gregory Frost, gave notice to the Board of Directors that he was taking an indefinite leave of absence as Chief Executive Officer of the Company and resigned as Chairman of the Board. Mr. Christopher P. Westad, the acting Chief Financial Officer of the Company, was designated by the Board to serve as acting Chief Executive Officer. In connection with Mr. Westad's service as acting Chief Executive Officer, Mr. Westad stepped down, temporarily, as acting Chief Financial Officer. The Board designated Jeffrey S. Feld, the Company's Controller, as the acting Chief Financial Officer. Mr. Feld has been with the Company since September 1999. Mr. Frost resumed his duties as Chief Executive Officer effective May 24, 2007. Mr. Westad remains the President of the Company and Mr. Feld is continuing in his role as acting Chief Financial Officer. The Company had further management changes on September 24, 2007 (See Note 22).

#### **Note 20 - Product Information**

The Company sells several types of products and provides services. The following are revenues by product groups and services for the three and six months ended December 31, 2006 and 2005:

	<b>Three Months Ended</b>		<b>Six Months Months</b>	
	<b>December 31,</b>		<b>Ended</b>	
	<b>2006</b>	<b>2005</b>	<b>2006</b>	<b>2005</b>
# 2 heating oil	\$13,744,041	\$15,419,974	\$19,851,312	\$21,230,872
Gasoline, diesel fuel, kerosene, propane and lubricants	4,683,600	6,025,663	10,795,320	12,632,114
Equipment sales, services and installation	<u>838,375</u>	<u>1,009,825</u>	<u>1,454,937</u>	<u>1,725,541</u>
Net Sales	<u>\$19,266,016</u>	<u>\$22,455,462</u>	<u>\$32,101,569</u>	<u>\$35,588,527</u>

#### **Note 21 – Purchase of Horsham Franchise**

On December 13, 2006, the Company purchased certain of the assets and assumed certain liabilities of its Horsham franchise from Able Oil Montgomery, Inc., a non-related party, for \$764,175. Able Oil Montgomery is a full service retail fuel oil and service company located in Horsham, Pennsylvania, which until this acquisition, was a franchise operation of the Company and an entity to whom the Company sold #2 heating oil.

The purchase price allocation, as shown below, has not been finalized and represents management's preliminary estimate:

Description	Amount
HVAC parts and tools	\$ 28,000
Furniture and fixtures	5,000
Vehicles	34,000
Customer list - fuel distribution	500,000
Customer list - HVAC business	197,175
	<hr/>
Total	<u>\$ 764,175</u>

The purchase price was paid as follows:

Down payment	\$ 128,000
Note to seller	345,615
Note payable to seller	269,480
Accounts receivable from seller	21,080
	<hr/>
Total	<u>\$ 764,175</u>

The impact due to the purchase of the Horsham Franchise on the results of operations of the Company is immaterial, therefore no supplemental pro forma information is included in the footnotes to these condensed consolidated financial statements.

The customer lists are included in the intangible assets on the condensed consolidated balance sheet as of December 31, 2006 and are being amortized over a 15 year period (See Note 9).

The purchase agreement called for a down payment by the Company of \$128,000, a 5 year, 7.0% per annum note in favor of the seller in the amount of \$345,615 and the offset of money owed by the seller to the buyer of \$290,560. In addition, the seller paid to the Company \$237,539 of monies collected in advance by Able Oil Montgomery relating to customer pre-purchase payments.

In addition, Able entered into a consulting agreement with Drew Schmidt, the owner of Able Oil Montgomery Inc., to assist Able with the transition and on-going development of the Horsham business. The term of this agreement was from December 13, 2006 to April 14, 2007 at a rate of \$6,000 per month.

The following unaudited proforma income statement represents consolidated results of operations of the Company had the acquisition of All American Plazas and Able Oil Montgomery Inc. occurred at the beginning of the earliest period presented:

	Three months ended:		Six months ended:	
	December 31, 2006	December 31, 2005	December 31, 2006	December 31, 2005
Net Revenue	\$ 63,886,016	\$ 70,634,462	\$ 131,505,451	\$ 126,324,582
Net loss	\$ (3,209,995)	\$ (2,375,828)	\$ (3,714,468)	\$ (3,173,916)
Basic and Diluted Earnings (loss) per Share	\$ (0.22)	\$ (0.17)	\$ (0.25)	\$ (0.22)

The above proforma information does not purport to be indicative of what would have occurred had the acquisitions been made as of such date or the results which may occur in the future.

## **Note 22 - Subsequent Events**

### Change of Officers

On September 24, 2007, the Company's Board of Directors appointed (i) Richard A. Mitstifer, the former President of All American as President of the Company; (ii) William Roger Roberts, the former Chief Operating Officer of All American, as the Company's Chief Operating Officer; (iii) Daniel L. Johnston, the former Controller of All American, as Chief Financial Officer of the Company; and (iv) Louis Aponte, the President of All American Industries, Inc. and All American Realty and Construction Corp., which are affiliates of All American specializing in real estate development and construction, as the Company's Vice-President of Special Projects. The Board also promoted Frank Nocito, the Company's Vice-President of Business Development, to Executive Vice President and expanded his duties to include heading the Company's expansion into alternative and clean energy fuels and products. Mr. Nocito is the controlling person of the Cheldnick Family Trust, the largest shareholder of the Company. Messrs. Mitstifer, Roberts and Aponte were officers of All American in June 2005 when the Company entered into an asset purchase agreement with All American, pursuant to which the Company agreed to acquire substantially all of All American's assets and assume all liabilities of All American other than mortgage debt liabilities. They were also officers of All American at the time the transaction closed in May 2007. Effective September 24, 2007, Christopher P.



Westad stepped down as President of the Company and Jeffrey Feld stepped down as Acting Chief Financial Officer of the Company. The Board subsequently appointed Mr. Westad as the President of the Company's home heating oil subsidiaries, namely Able Oil, Inc., Able Energy New York, Inc. and Able Oil Melbourne, Inc.

#### Credit Card Receivable Financing

On March 20, 2007, the Company entered into a credit card receivable advance agreement with Credit Cash, LLC ("Credit Cash") whereby Credit Cash agreed to loan the Company \$1.2 million. The loan is secured by the Company's existing and future credit card collections. Terms of the loan call for a repayment of \$1,284,000, which includes the one-time finance charge of \$84,000, which is payable over a seven-month period. This finance charge payment will be accomplished through Credit Cash withholding 18% of credit card collections of Able Oil Company and 10% of credit card collections of PriceEnergy.com, Inc. over the seven-month period beginning March 21, 2007. There are certain provisions in the agreement which allows Credit Cash to increase the withholding, if the amount withheld by Credit Cash over the seven-month period is not sufficient to satisfy the required repayment of \$1,284,000.

On July 18, 2007, August 3, 2007, November 9, 2007, December 28, 2007, January 18, 2008, February 4, 2008 and February 14, 2008, the Company, in accordance with its agreement with Credit Cash, refinanced the loan in the amounts of \$250,000, \$300,000, \$1,100,000, \$250,000, \$500,000, \$250,000 and \$500,000, respectively. The outstanding Credit Cash loan as of March 6, 2008 was \$699,000.

Prior to the business combination between the Company and All American (now known as All American Properties, Inc.), All American entered into a loan agreement with Credit Cash, which was an advance against credit card receivables at the truck stop plazas then operated by All American. As a result of the business combination this obligation was assumed by the Company's wholly-owned subsidiary, All American Plazas, Inc. ("Plazas") as it became the operator of the truck stop plazas. Credit Cash, while acknowledging the business combination, has continued to obligate both Properties and Plazas in their loan documents as obligors of the loan. Accordingly, on July 16, 2007, Credit Cash agreed to extend further credit of \$400,000 secured by the credit card receivables at the truck stops operated by All American.

This July 16, 2007 extension of credit agreement was in addition to and supplemented all previous agreements with Credit Cash. Terms of the original loan and extensions called for repayment of \$1,010,933 plus accrued interest which will be repaid through Credit Cash withholding 15% of credit card collections from the operations of the truck stop plazas until the loan balance is paid in full. The interest rate is prime plus 3.75% (12% at September 30, 2006). There are certain provisions in the agreement, which allows the Lender to increase the withholding, if the amount it is withholding is not sufficient to satisfy the loan in a timely manner. The outstanding balance of the loan as of October 31, 2007 was \$321,433 plus accrued interest. However, on November 2, 2007 and again on January 18, 2008, Credit Cash again agreed to extend an additional credit in the amount of \$1,100,000 and \$600,000 respectively. Terms of the agreement are the same as the prior July 16, 2007 financing. The Credit Cash loan balance as of January 18, 2008 was \$1,376,804.

#### Accounts Receivable Financing

On January 8, 2007, All American entered into an Account Purchase Agreement with Crown Financial ("Crown") whereby Crown advanced \$1,275,000 to All American in exchange for certain existing accounts receivables and taking ownership of new accounts originated by All American.

Repayment of the loan is to be made from the direct payments to Crown from the accounts it purchased from All American and a fee equal to 2.5% of the outstanding advance for the preceding period payable on the 15<sup>th</sup> and 30<sup>th</sup> day of each month.

The Crown loan is secured by the mortgages on the real property and improvements thereon owned by All American known as the Strattanville and Frystown Gables truck stop plazas and a personal guarantee by Frank Nocito.

Subsequent to the May 2007 closing of the business combination between the Company and All American, on July 1, 2007 the Account Purchase Agreement between All American and Crown Financial has been amended and modified from "Eligible Accounts having a 60 day aging" to a "90 day aging that are not reasonably deemed to be doubtful for collections" and the fee of 2.5% payable on the 15<sup>th</sup> and 30<sup>th</sup> day of each month has been modified to 1.375%. The Company has assumed this obligation based on the business combination; however, All American has agreed to continue to secure this financing with the aforementioned real estate mortgages.

#### Related Party Transactions

On December 10, 2007, All American Properties Inc, concluded a refinancing allowing them to repay approximately \$910,000 on their note to the Company (see Note 19 on related party note).

#### Purchase Commitments

The Company is obligated to purchase #2 heating oil under various contracts with its suppliers. Subsequent to September 30, 2006, the Company entered into additional contracts in the amount of approximately \$3,299,000, through May 2008.

#### Fuel Financing

On October 17, 2007, the Company entered into a loan agreement with S&S NY Holdings, Inc. for \$500,000 to purchase #2 heating fuel. The term of the agreement is for 90 days with an option to refinance at the end of the 90 day period for an additional 90 days. The repayment of the principal amount will be \$.10 cents per gallon of fuel sold to the Company's customers excluding pre-purchase gallons. An additional \$.075 per gallon will be paid as interest. The agreement also provides that in each 30 day period the interest amount can be

no less than \$37,500.00. As of January 17, 2008 the Company had repaid approximately \$100,000 and exercised its right to refinance the amount until March 31, 2008. The company is still negotiating the final terms of this refinancing.

On December 20, 2007, the Company entered in to a second loan agreement with S&S NY Holdings, Inc for \$500,000 to purchase #2 heating fuel. The term of the agreement is thru March 31, 2008. The repayment of principle is not due until the maturity date. An additional \$.075 per gallon will be paid as interest. The agreement also provides that in each 30 day period the interest amount can be no less than \$37,500.00.

On October 5, 2007, All American reclassified all outstanding trade payables with TransMontaigne, a supplier of fuel to a note payable in the amount of approximately \$15,000,000. Interest at the rate of 8% is being accrued on all past due amounts as of October 5, 2007. In addition, an amount of \$1,550,000.00 was added to the note to begin a prepaid purchase program whereby All American will prepay for its fuel prior to delivery. Repayment of this note is to commence on or about March 15, 2008 with a 25 year amortization schedule with a maturity of November 15, 2009. If a threshold payment is made on or before March 15, 2008 and before August 15, 2008 (after initial 25 year amortization begins) in the amount of \$3,000,000 then a new 25 year amortization schedule will commence effective July 31, 2009 and mature on March 31, 2011. Collateral on this note are certain properties owned by All American Properties Inc.

On February 22, 2008, the Company increased an existing credit line by executing a Fuel Purchase Loan ("FPL") agreement with EGC. The increase, in the amount of \$0.5 million, is a further extension of credit under an existing May 13, 2005 agreement between the Company and EGC (the "Loan Agreement") (See Note 13). In addition to the general terms of the Loan Agreement, under the repayment terms of the FPL, EGC will reduce the loan amount outstanding by applying specific amounts from the Company's availability under the Loan Agreement. These amounts start at \$2,500 per business day, commencing March 1, 2008, gradually increasing to \$10,000 per business day on June 1, 2008 and thereafter until the FPL is paid in full. In further consideration for making the FPL, commencing February 22, 2008, EGC shall be entitled to receive a revenue share of four cents (\$0.04) per gallon of fuel purchased with the FPL funds, subject to a \$5,000 per week minimum during the first seven weeks of the program.

#### Litigation

On June 26, 2007, the Company and its affiliate, All American (together with the Company the "Claimants"), filed a Demand for Arbitration and Statement of Claim in the Denver, Colorado office of the American Arbitration Association against Manns Hagggerskjold of North America, Ltd. ("Manns"), Scott Smith and Shannon Coe (collectively the "Respondents"), Arbitration Case No. 77 148 Y 00236 07 MAV. The Statement of Claim filed seeks to recover fees of \$1.2 million paid to Manns to obtain financing for the Company and All American. The Claimants commenced the Arbitration proceeding based upon the Respondents breach of the September 14, 2006 Commitment letter from Manns to All American that required Manns to loan All American \$150 million. The Statement of Claim sets forth claims for breach of contract, fraud and misrepresentation and lender liability. On July 23, 2007, Respondents filed their answer to the Statement of Claim substantially denying the allegations asserted therein and interposing counterclaims setting forth claims against the Company for breach of the Non-Circumvention Clause, breach of the Exclusivity Clause and unpaid expenses. Respondents also assert counterclaims for fraudulent misrepresentation and unjust enrichment. On Respondents' counterclaim for breach of the Non-Circumvention Clause, Respondents claim damages of \$6,402,500. On their counterclaim for breach of the Exclusivity Clause, Respondents claim damages of \$3,693,750, plus an unspecified amount related to fees on loans exceeding \$2,000,000 closed by All American or the Company over the next five years. Respondents do not specify damages relative to their other counterclaims.

On August 7, 2007, the Claimants filed their reply to counterclaims denying all of Respondents material allegations therein. Respondents' counterclaims were based on the false statement that the Claimants had, in fact, received the financing agreed to be provided by Manns from a third party. The parties have selected an Arbitrator and are presently engaged in discovery, which will be followed by the taking of a limited number of depositions. The hearing of the parties' claims is scheduled to commence before the Arbitrator on April 7, 2008.

On October 10, 2007, the Company entered into a Stipulation settling the action it had commenced against Mark Roy Anderson, Camden Holdings, Inc., Summit Oil and Gas, Inc., Summit Ventures, Inc., Harvest Worldwide, LLC and Harvest Worldwide, Inc. in the Superior Court of California for the County of Los Angeles, Case No. BC363149, as well as the counterclaims asserted therein by Summit Ventures, Inc. and Mark Anderson against the Company and certain of its present and former directors and officers, Gregory Frost, Tim Harrington, Christopher Westad, Timothy Harrington and Frank Nocito. The Stipulation provides that in consideration of the parties discontinuing with prejudice all their claims against each other, Summit Ventures, Inc. will return its stock certificate evidencing its ownership of 142,857 shares of the Company's common stock and upon such return it will be issued a new certificate for such shares free of any restrictive legend. Upon execution of the Stipulation of Settlement the parties exchanged general releases of all claims they had or may have had against each other to the date of the releases.

On October 1, 2007, the Company and its Chief Executive Officer ("CEO") filed an action in New York state court against Marcum & Kliegman, LLP (the Company's former auditors) and several of its partners for numerous claims, including breach of contract, gross negligence and defamation. The Company and its CEO are seeking compensatory damages in the amount of at least \$1 million and punitive damages of at least \$20 million. The claims asserted by the Company and its CEO arise out of Marcum & Kliegman's conduct with respect to the preparation and filing of the Company's SEC Reports. On November 26, 2007, Marcum & Kliegman and its partners filed a motion to dismiss the complaint on the ground that it fails to state a claim for relief as a matter of law. As of the date of this Report, the court has not ruled on this motion to dismiss.



### Consulting Agreement

On August 27, 2007 the Company entered into a service agreement with Axis Consulting Services LLC. The agreement calls for Axis Consulting to develop a marketing plan (phase 1) and manage (phase 2) "The Energy Store" (an e-commerce retail sales portal for energy products and services). During phase 1, the terms are \$2,750 per month and once phase 2 commences an amount of \$5,600 per month. This agreement ends on December 31, 2008. Axis Consulting's President (Joe Nocito) has a direct relationship as the son of the Company's Executive Vice President Frank Nocito.

### SEC Formal Order of Private Investigation

On August 31, 2007, the Company was served with a second subpoena *duces tecum* (the "Second Subpoena") from the Securities and Exchange Commission ("SEC") pursuant to the Formal Order of Investigation issued by the SEC on September 7, 2006 (see note 17). The Company continues to gather, review and produce documents to the SEC and is cooperating fully with the SEC in complying with the Second Subpoena. As of the date of this Report, the Company has produced documents in response to the Second Subpoena and the Company expects to produce additional documents in response to the Second Subpoena as soon as practicable. As of the date of this Report, the Company is not aware of any information that has been discovered pursuant to the Formal Order of Investigation which would indicate that the Company or any of its officers and directors was guilty of any wrongdoing.

### Changes in Registrant's Certifying Accountant

On August 13, 2007, the Company dismissed Marcum & Kliegman LLP as its independent registered public accounting firm. The report of Marcum & Kliegman LLP on the Company's financial statements for the fiscal year ended June 30, 2006 ("FY 2006") was modified as to uncertainty regarding (1) the Company's ability to continue as a going concern as a result of, among other factors, a working capital deficiency as of June 30, 2006 and possible failure to meet its short and long-term liquidity needs, and (2) the impact on the Company's financial statements as a result of a pending investigation by the SEC of possible federal securities law violations with respect to the offer, purchase and sale of the Company's securities and the Company's disclosures or failures to disclose material information.

The Company's Audit Committee unanimously recommended and approved the decision to change independent registered public accounting firms.

In connection with the audit of the Company's financial statements for FY 2006, and through August 13, 2007, there have been no disagreements with Marcum & Kliegman LLP on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Marcum & Kliegman LLP would have caused it to make reference to the subject matter of such disagreements in connection with its audit report. There were no reportable events as defined in Item 304(a)(1)(v) of Regulation S-K. On August 24, 2007, Marcum & Kliegman LLP sent a responsive letter to the Current Report on Form 8-K dated August 13, 2007, filed by the Company, which discussed the Company's termination of Marcum and Kliegman LLP as its auditors. This responsive letter claimed that there were two reportable events. The Company filed an amended Form 8-K Report acknowledging one reportable event that Marcum and Kliegman LLP had advised the Company of material weaknesses in the Company's internal controls over financial reporting. The Company added disclosure in the Amended 8-K to reflect this reportable event. This reportable event occurred in conjunction with Marcum & Kliegman's audit of the consolidated financial statements for the year ended June 30, 2006 and not, as stated in the Auditor's Letter, in conjunction with Marcum & Kliegman's "subsequent reviews of the Company's condensed consolidated financial statements for the quarterly periods ended September 30, 2006 and December 31, 2006." In June 2007, when Marcum & Kliegman began its review of the Company quarterly financial statements for the periods ended September 30, 2006 and December 31, 2006, the Company had already disclosed the material weakness in its internal controls over financial reporting in the Company's annual Report on Form 10-K for the year ended June 30, 2006 (filed on April 12, 2007). Further, no such advice of these material weaknesses over internal controls was discussed, in writing or orally, with the Company by representatives of Marcum & Kliegman during the review of such quarterly financial statements.

The Company engaged Lazar Levine & Felix LLP ("LLF") as its new independent registered public accounting firm as of September 21, 2007. Prior to its engagement, LLF had been and continues to act as independent auditors for All American, an affiliate and the largest stockholder of the Company.

On Monday, January 7, 2008, the Company, its Chief Executive Officer, Gregory D. Frost, and its Vice-President of Business Development, Frank Nocito, were served with a summons and complaint in a purported class action complaint filed in the United States District Court, District of New Jersey. This action, which seeks class certification, was brought by shareholders of CCI Group, Inc. ("CCIG"). The complaint relates to a Share Exchange Agreement (the "Share Exchange Agreement"), dated July 7, 2006, between All American Properties (f/k/a All American Plazas, Inc.) ("All American") with CCIG, pursuant to which seventy percent (70%) of the outstanding and issued shares of CCIG were exchanged into 618,557 shares of the Company which were owned by All American of which 250,378 shares were to be distributed to the shareholders of CCIG and the balance of the shares were to be used to pay debts of CCIG. Neither the Company nor Messrs. Frost or Nocito were parties to the Share Exchange Agreement. All American remains the largest shareholder of the Company. The Share Exchange Agreement was previously disclosed by the Company in its Current Report on Form 8-K filed with the SEC on July 7, 2006 as part of a disclosure of a loan by the Company to All American.

Each of the Company and Messrs. Frost and Nocito believes it/he has defenses against the alleged claims and intends to vigorously

defend itself/himself against this action and have filed a motion to dismiss the complaint. As of the date of this Report, the time within which the plaintiffs may respond to the motion has not expired.

### Sale of Able Melbourne Assets

On February 8, 2008, Able Oil Melbourne, Inc. ("Able Melbourne"), a wholly owned subsidiary of the Company, executed an Asset Purchase Agreement ("APA") with Able Oil of Brevard, Inc. ("Able Brevard"), a Florida corporation, owned by a former employee of Able Melbourne. For consideration in the amount of \$375,000, the APA provided for the sale to Able Brevard of all of the tangible and intangible assets (excluding corporate books and records), liabilities and lease obligations of Able Melbourne, as is, on the closing date.

The Company is in the process of assembling the information required to determine the reportable impact, if any, of the sale of the Able Melbourne assets on the results of operations of the Company. Therefore, no supplemental pro form information is included in the footnotes to these condensed consolidated financial statements.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.**

Statements in this Quarterly Report on Form 10-Q concerning the Company's outlook or future economic performance, anticipated profitability, gross billings, expenses or other financial items, and statements concerning assumptions made or exceptions to any future events, conditions, performance or other matters are "forward looking statements," as that term is defined under the Federal Securities Laws. Forward-looking statements are subject to risks, uncertainties, and other factors that would cause actual results to differ materially from those stated in such statements. Such risks, and uncertainties and factors include, but are not limited to: (i) changes in external competitive market factors or trends in the Company's results of operation; (ii) unanticipated working capital or other cash requirements and (iii) changes in the Company's business strategy or an inability to execute its competitive factors that may prevent the Company from competing successfully in the marketplace.

### **OVERVIEW**

Able Energy Inc. ("Able") was incorporated in Delaware in 1997. Able Oil, a wholly-owned subsidiary of Able, was established in 1989 and sells both residential and commercial heating oil and complete HVAC service to its heating oil customers. Able Energy NY, a wholly-owned subsidiary of Able, sells residential and commercial heating oil, propane, diesel fuel, and kerosene to customers around the Warrensburg, NY area. Able Melbourne, a wholly-owned subsidiary of Able, was established in 1996 and sells various grades of diesel fuel around the Cape Canaveral, Florida area. PriceEnergy.com, Inc., a majority owned subsidiary of Able, was established in 1999 and has developed an internet platform that has extended the Company's ability to sell and deliver liquid fuels and related energy products.

Management's Discussion and Analysis of Financial Condition and Results of Operation contains forward-looking statements, which are based upon current expectations and involve a number of risks and uncertainties. In order for us to utilize the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, investors are hereby cautioned that these statements may be affected by the important factors, among others, set forth below, and consequently, actual operations and results may differ materially from those expressed in these forward-looking statements. The important factors include:

- § Commodity Supply
- § Commodity Pricing
- § Customers Converting to Natural Gas
- § Alternative Energy Sources
- § Winter Temperature Variations (Degree Days)
- § Customers Moving Out of The Area
- § Legislative Changes
- § The Availability (Or Lack of) Acquisition Candidates
- § The Success of Our Risk Management Activities
- § The Effects of Competition
- § Changes in Environmental Law
- § General Economic, Market, or Business Conditions

We undertake no obligation to update or revise any such forward-looking statements.

## **CRITICAL ACCOUNTING POLICIES**

We consider the following policies to be the most critical in understanding the judgments involved in preparing the condensed consolidated financial statements and the uncertainties that could impact our results of operations, financial condition and cash flows.

### **REVENUE RECOGNITION, UNEARNED REVENUE AND CUSTOMER PRE-PURCHASE PAYMENTS**

Sales of fuel and heating equipment are recognized at the time of delivery to the customer, and sales of equipment are recognized at the time of installation. Revenue from repairs and maintenance service is recognized upon completion of the service. Payments received from customers for heating equipment service contracts are deferred and amortized into income over the term of the respective service contracts, on a straight-line basis, which generally do not exceed one year. Payments received from customers for the pre-purchase of fuel is recorded as a current liability until the fuel is delivered to the customer, at which time it is recognized as revenue by the Company.

### **DEPRECIATION, AMORTIZATION AND IMPAIRMENT OF LONG-LIVED ASSETS**

We calculate our depreciation and amortization based on estimated useful lives and salvage values of our assets. When assets are put into service, we make estimates with respect to useful lives that we believe are reasonable. However, subsequent events could cause us to change our estimates, thus impacting the future calculation of depreciation and amortization.

Additionally, we assess our long-lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. Such indicators include changes in our business plans, a change in the extent or manner in which a long-lived asset is being used or in its physical condition, or a current expectation that, more likely than not, a long-lived asset that will be sold or otherwise disposed of significantly before the end of its previously estimated useful life. If the carrying value of an asset exceeds the future undiscounted cash flows expected from the asset, an impairment charge would be recorded for the excess of the carrying value of the asset over its fair value. Determination as to whether and how much an asset is impaired would necessarily involve numerous management estimates. Any impairment reviews and calculations would be based on assumptions that are consistent with our business plans and long-term investment decisions.

### **ALLOWANCE FOR DOUBTFUL ACCOUNTS**

We routinely review our receivable balances to identify past due amounts and analyze the reasons such amounts have not been collected. In many instances, such uncollected amounts involve billing delays and discrepancies or disputes as to the appropriate price or volumes of oil delivered, received or exchanged. We also attempt to monitor changes in the creditworthiness of our customers as a result of developments related to each customer, the industry as a whole and the general economy. Based on these analyses, we have established an allowance for doubtful accounts that we consider adequate, however, there is no assurance that actual amounts will not vary significantly from estimated amounts.

### **INCOME TAXES**

As part of the process of preparing consolidated financial statements, the Company is required to estimate income taxes in each of the jurisdictions in which it operates. Significant judgment is required in determining the income tax expense provision. The Company recognizes deferred tax assets and liabilities based on differences between the financial reporting and tax bases of assets and liabilities using the enacted tax rates and laws that are expected to be in effect when the differences are expected to be recovered. The Company assesses the likelihood of our deferred tax assets being recovered from future taxable income. The Company then provides a valuation allowance for deferred tax assets when the Company does not consider realization of such assets to be more likely than not. The Company considers future taxable income and ongoing prudent and feasible tax planning strategies in assessing the valuation allowance. Any decrease in the valuation allowance could have a material impact on net income in the year in which such determination is made.

### **RECENT ACCOUNTING PRONOUNCEMENTS**

In June 2005, the Financial Accounting Standards Board (FASB) published Statement of Financial Accounting Standards No. 154, "Accounting Changes and Error Corrections" ("SFAS 154"). SFAS 154 establishes new standards on accounting for changes in accounting principles. Pursuant to the new rules, all such changes must be accounted for by retrospective application to the financial statements of prior periods unless it is impracticable to do so. SFAS 154 completely replaces Accounting Principles Bulletin No. 20 and SFAS 3, though it carries forward the guidance in those pronouncements with respect to accounting for changes in estimates, changes in the reporting entity, and the correction of errors. The requirements in SFAS 154 are effective for accounting changes made in fiscal years beginning after December 15, 2005. The Company will apply these requirements to any accounting changes after the implementation date. The application of this pronouncement did not have an impact on the Company's condensed consolidated financial position, results of operations or cash flows.



00-19, Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock" ("EITF No. 05-4") addresses financial instruments, such as stock purchase warrants, which are accounted for under EITF 00-19 that may be issued at the same time and in contemplation of a registration rights agreement that includes a liquidated damages clause. The consensus of EITF No. 05-4 has not been finalized. In July and August 2006, the Company entered into two private placement agreements for convertible debentures and a note payable, a registration rights agreement and issued warrants in connection with the private placement (See Note 16). Based on the interpretive guidance in EITF Issue No. 05-4, view C, since the registration rights agreement includes provisions for uncapped liquidated damages, the Company determined that the registration rights is a derivative liability.

In February 2006, the FASB issued SFAS No. 155 "Accounting for Certain Hybrid Financial Instruments", which eliminates the exemption from applying SFAS 133 to interests in securitized financial assets so that similar instruments are accounted for similarly regardless of the form of the instruments. SFAS 155 also allows the election of fair value measurement at acquisition, at issuance, or when a previously recognized financial instrument is subject to a remeasurement event. Adoption is effective for all financial instruments acquired or issued after the beginning of the first fiscal year that begins after September 15, 2006. Early adoption is permitted. The adoption of SFAS 155 is not expected to have a material effect on the Company's consolidated financial position, results of operations or cash flows.

In March 2006, the FASB issued SFAS No. 156, "Accounting for Servicing of Financial Assets", which amended SFAS No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities", with respect to the accounting for separately recognized servicing assets and servicing liabilities. SFAS 156 permits an entity to choose either the amortization method or the fair value measurement method for each class of separately recognized servicing assets or servicing liabilities. The application of this statement is not expected to have an impact on the Company's consolidated financial statements.

In July 2006, the FASB issued FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes - an interpretation of FASB Statement No. 109" ("FIN 48"), which clarifies the accounting for uncertainty in tax positions. This interpretation requires that the Company recognize in its consolidated financial statements, the impact of a tax position, if that position is more likely than not of being sustained on audit, based on the technical merits of the position. The provisions of FIN 48 are effective as of July 1, 2007, with the cumulative effect of the change in accounting principle recorded as an adjustment to opening retained earnings. The Company is currently evaluating the impact of adopting FIN 48 on its consolidated financial statements.

In September 2006, the FASB issued SFAS No.157, "Fair Value Measurements", which defines fair value, establishes a framework for measuring fair value in United States generally accepted accounting principles and expands disclosures about fair value measurements. Adoption is required for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years. Early adoption of SFAS 157 is encouraged. The Company is currently evaluating the impact of SFAS 157 and the Company will adopt SFAS 157 in the fiscal year beginning July 1, 2008.

In September 2006, the staff of the Securities and Exchange Commission ("SEC") issued Staff Accounting Bulletin ("SAB") No. 108, which provides interpretive guidance on how the effects of the carryover or reversal of prior year misstatements should be considered in quantifying a current year misstatement. SAB 108 becomes effective in fiscal 2007. Adoption of SAB 108 did not have a material impact on the Company's condensed consolidated financial position, results of operations or cash flows.

In September 2006, the FASB issued SFAS no. 158, "Employers Accounting for Defined Pension and Other Postretirement Plans-an amendment of FASB No.'s 87, 88, 106 and 132(R)." SFAS 158 requires an employer and sponsors of one or more single employer defined plans to recognize the funded status of a benefit plan; recognize as a component of other comprehensive income, net of tax, the gain or losses and prior service costs or credits that may arise during the period; measure defined benefit plan assets and obligations as of the employer's fiscal year; and, enhance footnote disclosure. For fiscal years ending after December 15, 2006, employers with equity securities that trade on a public market are required to initially recognize the funded status of a defined benefit postretirement plan and to provide the enhanced footnote disclosures. For fiscal years ending after December 15, 2008, employers are required to measure plan assets and benefit obligations. Management of the Company is currently evaluating the impact of adopting this pronouncement on the consolidated financial statements.

In December 2006, the FASB issued FASB Staff Position ("FSP") EITF 00-19-2 "Accounting for Registration Payment Arrangements" ("FSP EITF 00-19-2"), which specifies that the contingent obligation to make future payments or otherwise transfer consideration under a registration payment arrangement should be separately recognized and measured in accordance with SFAS No. 5, "Accounting for Contingencies." Adoption of FSP EITF 00-19-02 is required for fiscal years beginning after December 15, 2006, and is not expected to have a material impact on the Company's condensed consolidated financial position, results of operations or cash flows.

In February 2007, the FASB issued SFAS No. 159 "The Fair Value Option for Financial Assets and Financial Liabilities - Including an amendment of FASB Statement No. 115", which permits entities to choose to measure many financial instruments and certain other items at fair value. The fair value option established by this Statement permits all entities to choose to measure eligible items at fair value at specified election dates. A business entity shall report unrealized gains and losses on items for which the fair value option has been elected in earnings at each subsequent reporting date. Adoption is required for fiscal years beginning after November 15, 2007. Early adoption is permitted as of the beginning of a fiscal year that begins on or before November 15, 2007, provided the entity also elects to apply the provisions of SFAS Statement No. 157, Fair Value Measurements. The Company is currently evaluating the

expected effect of SFAS 159 on its condensed consolidated financial statements and is currently not yet in a position to determine such effects.

In December 2007, the FASB issued SFAS No. 160. "Noncontrolling Interests in Consolidated Financial Statements—an amendment of ARB No. 51." SFAS 160 establishes accounting and reporting standards pertaining to ownership interests in subsidiaries held by parties other than the parent, the amount of net income attributable to the parent and to the noncontrolling interest, changes in a parent's ownership interest and the valuation of any retained noncontrolling equity investment when a subsidiary is deconsolidated. This statement also establishes disclosure requirements that clearly identify and distinguish between the interests of the parent and the interests of the noncontrolling owners. SFAS 160 is effective for fiscal years beginning on or after December 15, 2008. The Company is in the process of evaluating the effect that the adoption of SFAS 160 will have on its consolidated results of operations, financial position and cash flows.

In December 2007, the FASB issued SFAS No. 141 (revised 2007), "Business Combinations" (SFAS 141R). SFAS 141R establishes principles and requirements for how an acquirer recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, any noncontrolling interest in the acquiree and the goodwill acquired. SFAS 141R also establishes disclosure requirements to enable the evaluation of the nature and financial effects of the business combination. SFAS 141R is effective for financial statements issued for fiscal years beginning after December 15, 2008. The Company is currently evaluating the potential impact of adoption of SFAS 141R on its consolidated financial statements.

## **RESULTS OF OPERATIONS**

### **Three Months Ended December 31, 2006 Compared To Three Months Ended December 31, 2005**

Revenue for the three months ended December 31, 2006 decreased approximately \$3.2 million or 14.2% compared to the three months ended December 31, 2005. This decrease can be attributed primarily to a drop in #2 heating oil gallons sold due to the unusual warm weather and a decrease in our commercial sales.

Gross profit for the three months ended December 31, 2006 decreased approximately \$673,000 or 28.1%. The decrease in gross profit was due to the drop in sales noted above and a decrease in gross margin percentage from 10.6% to 8.9%. The decrease in profit margin was primarily the result of an approximately \$460,000 loss incurred on #2 heating oil futures contracts.

Selling, general and administrative expenses for the three months ended December 31, 2006 increased by approximately \$225,000 or 9.6% compared to the three months ended December 31, 2005. The Company attributes this change primarily to an increase in professional fees of approximately \$220,000 related to consultants engaged to assist the Company with its SEC compliance matters and filings.

Depreciation and amortization expense for the three months ended December 31, 2006 decreased by approximately \$7,000 or 4.6% compared to the three months ended December 31, 2005. This decrease was primarily related to a reduction in depreciation on machinery and equipment.

Operating loss for the three months ended December 31, 2006 was approximately \$1,010,000 compared to operating loss of approximately \$119,000 for the three months ended December 31, 2005. The net increase in the operating loss for the current period of approximately \$900,000 was primarily related to the drop in gross profit of approximately \$673,000 and the increase in selling, general and administrative expenses \$225,000.

Other expenses-net decreased to a net expense of approximately \$0.6 million for the three months ended December 31, 2006 from approximately \$1.7 million in the three months ended December 31, 2005. The decrease in other expenses-net is primarily related to a decrease in the amortization of debt discounts on convertible debenture and notes payable of \$933,000, a decrease in note conversion expense of \$125,000, an increase in interest and other income of \$127,000 and an increase in interest income related parties of \$57,000, offset by an increase in registration rights penalty of approximately \$165,000.

Net loss for the three months ended December 31, 2006 approximately \$1.6 million compared to a net loss of approximately \$1.8 million for the three months ended December 31, 2005. The results are directly related to a decrease in gross margin of \$673,000 and an increase in selling, general and administrative expenses of \$225,000, offset by a reduction in other expenses-net of \$1.1 million.

### **Six Months Ended December 31, 2006 Compared To Six Months Ended December 31, 2005**

Revenue for the six months ended December 31, 2006 decreased approximately \$3.5 million or 9.8% over the six months ended December 31, 2005. This decrease can be attributed primarily to a drop in #2 heating oil gallons sold due to the unusual warm weather and a decrease in our commercial sales.

Gross profit decreased \$603,000 or 17.1% for the six months ended December 31, 2006 compared to the prior period. The decrease in gross profit was due to the drop in sales noted above and a decrease in gross margin percentage from 9.9% to 9.1%. The decrease in gross margin is primarily a result of an approximately \$526,000 loss incurred on #2 heating oil futures contracts.

Selling, general and administrative expenses for the six months ended December 31, 2006 increased by approximately \$654,000 or 15.5% compared to the six months ended December 31, 2005. The Company attributes this increase primarily to an increase in



professional fees of approximately \$667,000 related to consultants engaged to assist the Company with its SEC compliance matters and filings

Depreciation and amortization expense for the six months ended December 31, 2006 decreased by approximately \$108,000 or 25.0% compared to the six months ended December 31, 2005. This decrease was primarily related to a decrease in depreciation of machinery and equipment and a decrease in the amortization of website development costs.

Operating loss for the six months ended December 31, 2006 was approximately \$2.3 million compared to approximately \$1.1 million for the six months ended December 31, 2005, an unfavorable variance of approximately \$1.2 million, or 109.1%. The net increase in the operating loss for the period was directly related to the loss of gross margin relating to the drop in sales volume of approximately \$3.5 million, a further decrease in gross margin primarily resulting from losses on futures contracts of approximately \$526,000, and an increase in selling, general and administrative expenses related to an increase in professional fees of approximately \$667,000.

Other expenses - net decreased to a net expense of approximately \$1.5 million in the six months ended December 31, 2006 from approximately \$2.1 million in the six months ended December 31, 2005. The change is primarily related to a decrease in amortization of debt discounts on convertible debentures and notes payable of \$1.0 million, a decrease in note conversion expense of \$125,000 and an increase in interest and other income of \$248,000 partially offset by an increase in registration rights penalty of \$366,000 and an increase in amortization of deferred financing costs of approximately \$523,000.

Net loss of approximately \$3.8 million for the six months ended December 31, 2006 was comparable to a net loss of \$3.3 million in the six months ended December 31, 2005. The impact of a decrease in gross profit of \$603,000 and increase in selling, general and administrative expenses of \$654,000 was substantially offset by a reduction in depreciation and amortization expense and a reduction in the amortization of debt discounts on convertible securities and notes payable of approximately \$1.0 million and decrease in note conversion expenses of \$125,000 offset by an increase in registration rights penalty of \$366,000.

## **LIQUIDITY AND CAPITAL RESOURCES**

During the three and six months ended December 31, 2006, we incurred a net loss of approximately \$1.6 million and \$3.8 million respectively, used cash in operations of approximately \$1.4 million for the six month period and had a working capital deficiency of approximately \$3.3 million at December 31, 2006. Our principal sources of working capital have been the proceeds from private placements of securities, primarily consisting of convertible debentures and notes payable. There were no financings consummated during the three months ended December 31, 2006. During the six months ended December 31, 2006, the Company has secured financings of approximately \$3 million from the proceeds of convertible debentures and a note payable and approximately \$55,000 in proceeds from option exercises. Out of such proceeds, approximately \$1.9 million was expended for advances to related parties, repayment of loans, purchase of investments and hedging transactions with the balance used for day-to-day operations of the Company for the six month period ended December 31, 2006.

We had a working capital deficiency of approximately \$3.3 million at December 31, 2006 compared to a working capital deficiency of approximately \$432,000 at June 30, 2006. The working capital decrease of approximately \$2.9 million was primarily due to an increase in customer pre-purchase payment liability of approximately \$2.1 million, unrealized loss on futures contracts of approximately \$383,000 and a decrease in cash of approximately \$900,000, offset by an increase in inventories of approximately \$1.5 million.

As of January 31, 2008, the Company had a cash balance of approximately \$2.5 million, \$0.6 million of available borrowings through its credit line facility and approximately \$1.8 million in obligations for funds received in advance under the pre-purchase fuel program. In order to meet our liquidity requirements, the Company is negotiating a second mortgage on our oil terminal located on Route 46 in Rockaway, New Jersey, through which the Company believes it may borrow an additional funds.

On May 30, 2007, the Company completed its previously announced business combination between All American Plazas, Inc. ("All American") and the Company whereby the Company, in exchange for an aggregate of 11,666,667 shares of the Company's restricted common stock, purchased the operating businesses of eleven truck stop plazas owned and operated by All American. The acquisition included all assets comprising the eleven truck plazas other than the underlying real estate and the buildings thereon. Information related to assets acquired and liabilities assumed has not been finalized as of the date of this filing. Accordingly, the effect of the acquisition on the liquidity of the Company is not readily determinable. However, the Company anticipates that the business combination will result in greater net revenue and reduce overall operational expenses by consolidating positions and overlapping expenses. The Company also expects that the combination will result in the expansion of the Company's home heating business by utilizing certain of the truck plazas as additional distribution points for the sale of the Company's products. Additionally, the Company expects that the business combination will lessen the impact on seasonality on the Company's cash flow since the combined Company will generate year-round revenues. The Company also plans to utilize certain of the truck plazas for the construction of bio-diesel producing facilities and the distribution of those fuels which should further increase the Company's revenues.

In order to conserve its capital resources, the Company will continue to issue, from time to time, common stock and stock options to compensate employees and non-employees for services rendered. The Company is also focusing on its core business by expanding distribution programs and new customer relationships to increase demand for its products. In addition, the Company is pursuing other lines of business, which include expansion of its current commercial business into other products and services such as bio-diesel,

solar energy and other energy related home services. The Company is also evaluating all of its product lines for cost reductions, consolidation

of facilities and efficiency improvements.

On July 5, 2006, the Company closed a Securities Purchase Agreement entered into on June 30, 2006 whereby it sold a \$1,000,000 convertible term note to Laurus Master Fund, Ltd. ("Laurus"). The Company paid fees of \$49,000 to Laurus and received net proceeds of \$951,000, of which \$905,000 was advanced in the form of a note to All American. The Company incurred escrow fees of \$1,500, which in the aggregate will be capitalized as deferred financing costs and amortized on a straight-line basis over the three year term of the convertible term note. The Company will pay interest on the note monthly in arrears commencing on August 1, 2006 at a rate equal to the prime rate published in the Wall Street Journal plus two percent (2.0%), calculated as of the last business day of the calendar month. Amortizing payments of the principal amount of the note shall be made by the Company commencing on June 30, 2007 and on the first business day of each succeeding month thereafter in the amount of \$27,778 through the maturity date of the note on June 30, 2009.

The note is convertible at the option of Laurus into shares of the Company's common stock, at an initial fixed conversion price of \$6.50 per share. The conversion rate of the note is subject to certain adjustments and limitations as set forth in the note. In connection with Laurus' purchase of the note, the Company granted Laurus a warrant exercisable through June 30, 2011 to purchase 160,000 shares of the Company's common stock at a price of \$5.57 per share, subject to the adjustments and limitations set forth in the warrant.

The Company agreed that within sixty days from the date of issuance of the note (September 3, 2006) and warrant that it would file a registration statement with the SEC covering the resale of the shares of the Company's stock issuable upon conversion of the note and the exercise of the warrant. This registration statement would also cover any additional shares of stock issuable to Laurus as a result of any adjustment to the fixed conversion price of the note or the exercise price of the warrant. As of the date of this Report, the Company is not able to file a registration statement and Laurus has not yet waived its rights under this agreement. As a result of its failure to comply with the registration rights provision, the Company has included all the amounts due for the convertible term note as a current liability in the condensed consolidated balance sheet as of December 31, 2006. There are no stipulated liquidated damages outlined in the Registration Rights Agreement. Under the agreement, the holder is entitled to exercise all rights granted by law, including recovery of damages, and will be entitled to specific performance of its rights under this agreement. Mr. Frank Nocito, an officer and a stockholder and Mr. Stephen Chalk, a director have each provided a personal guarantee, of up to \$425,000 each, in connection with this financing.

The Company's obligations to Laurus under the Securities Purchase Agreement, the convertible term note and other related agreements are guaranteed by the following subsidiaries of the Company: Able Oil Co.; Able Propane Co, LLC; Able Energy New York, Inc.; Able Oil Melbourne, Inc.; Able Energy Terminal, Inc.; Priceenergy.com, Inc.; and, Priceenergy.com Franchising, LLC.

As discussed above, on July 5, 2006, the Company loaned to All American the sum of \$905,000 from the \$1 million the Company received for the sale of the convertible term note to Laurus. All American subsequently loaned the \$905,000 received from Able to CCI Group, Inc ("CCIG", a 70% owned subsidiary of all American), who utilized such funds toward the development and operation of a project operated by CCIG's subsidiary, Beach Properties Barbuda Limited ("BPBL").

On January 10, 2007, the Company received from Laurus a notice of a claim of default. Laurus claimed default under section 4.1(a) of the Term Note as a result of non-payment of interest and fees in the amount of \$8,826 that were due on January 5, 2007, and a default under sections 6.17 and 6.18 of the Securities Purchase Agreement for "failure to use best efforts" (i) to cause CCIG to provide Laurus on an ongoing basis with evidence that any and all obligations in respect of accounts payable of the project operated by BPBL, have been met; and (ii) cause CCIG to provide within 15 days after the end of each calendar month, unaudited/internal financial statements (balance sheet, statements of income and cash flow) of the Beach House and evidence that BPBL and the Beach House are current in all of their ongoing operational needs. In connection with the claim of default, Laurus claimed an acceleration of maturity of the principal amount of the note of \$1,000,000 and approximately \$154,000 default payment ("Default Payment") as well as accrued interest and fees of approximately \$12,000.

The aforementioned interest and fees were paid by the Company on January 11, 2007. Further, the Company attempted to cause CCIG to provide reports and information to Laurus as provided for in the Securities Purchase Agreement. On March 7, 2007, Laurus notified the Company that it waived the event of default and that Laurus had waived the requirement for the Company to make the default payment.

On August 8, 2006, the Company issued \$2,000,000 of convertible debentures to certain investors which are due on August 8, 2008. The convertible debentures are convertible into shares of the Company's common stock at a conversion price of \$6.00 per share, which was the market value of the Company's common stock on the date of issuance. The Company received net proceeds of \$1,820,000 and incurred expenses of legal fees of \$40,000 and broker fees of \$140,000 in connection with this financing that will be charged to deferred issuance costs and amortized on a straight-line basis over the two year term of the convertible debenture. The debentures bear interest at the greater of either LIBOR (5.4% at December 31, 2006) plus 6.0%, or 12.5%, per annum, and such interest is payable quarterly to the holder either in cash or in additional convertible debentures.

The investors also were issued 333,333, 166,667 and 172,667 five-year warrants to purchase additional shares of the Company's common stock at \$4.00, \$6.00 and \$7.00 per share, respectively.

On May 30, 2007, upon consummation by the Company of the business combination transaction with All American, the Company may

redeem the convertible debentures at a price of 120% of the face amount, plus any accrued but unpaid interest and any unpaid liquidated

damages or under certain conditions, the Company may redeem the amount at 120% of the face amount in cash, or redeem through the issuance of shares of common stock at the lower of the existing conversion price or 90% of the volume weighted average price, as stipulated in the agreement.

At any time, the holder may convert the convertible debenture into shares of common stock at a conversion price of \$6.00 per share, or into 333,333 shares of common stock which represents a conversion at the face value of the convertible debenture. These warrants were valued at \$3,143,000, using the Black-Scholes model, applying an interest rate of 4.85%, volatility of 98.4% dividends of 0% and a term of five years. The Company has recorded a debt discount related to the value of the beneficial conversion feature of the convertible term note of \$778,000 which is amortizable on the interest method over the two year term of the debenture. In accordance with EITF 98-5, "Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratios" ("EITF 98-5") and EITF 00-27, "Application of Issue No. 98-5 to Certain Convertible Instruments" ("EITF 00-27"), on a relative fair value basis, the warrants were recorded at a value of approximately \$1,222,000. The conversion feature, utilizing an effective conversion price and market price of the common stock on the date of issuance of \$2.00 and \$6.00, per share, respectively, were valued at approximately \$1,333,000 which was then limited to \$778,000, the remaining undiscounted value of the proceeds from the convertible term note. Accordingly, the Company has recorded a debt discount related to the warrants of \$1,222,000, the beneficial conversion feature of the convertible term note of \$778,000 and for issuance costs of \$140,000, which amounts are amortizable utilizing the interest method over the two year term of the convertible term note. The amortization of debt discounts related to the convertible debentures for the three and six months ended December 31, 2006 was \$174,078 and \$274,361 respectively. The amortization of deferred financing costs related to the convertible debentures for the three and six months ended December 31, 2006 was \$15,649 and \$24,665, respectively.

The Company had agreed to file a registration statement within forty-five days which was September 22, 2006, covering the resale of the shares of common stock underlying the convertible debentures and warrants issued to the investors, and by October 15, 2006, to have such registration statement declared effective. The registration rights agreement with the investors provides for partial liquidated damages in the case that these registration requirements are not met. From the date of violation, the Company is obligated to pay liquidated damages of 2.0% per month of the outstanding amount of the convertible debentures, up to a total obligation of 24.0% of such obligation. The Company has not yet filed a registration statement regarding these securities. Accordingly, through February 16, 2008, the Company has incurred a liquidated damages and related interest obligation of approximately \$556,000, none of which has been paid. The Company is obligated to pay 18.0% interest per annum on any liquidated damages amount not paid in full within 7 (seven) days. As of the date of this Report, the Company is not able to file a registration statement and the holder has not yet waived its rights under this agreement. However, the Company, as of the date of this Report, has not received a notice of default regarding these matters. EITF 05-04, The Effect of a Liquidated Damages Clause on a Freestanding Financial Instrument Subject to EITF Issue No.00-19, "Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock" ("EITF 05-4"), view (C) allows Able to account for the value of the warrants as equity and separately record the fair value of the registration right as a derivative liability. Accordingly, in determining whether the transaction was recorded properly, Able followed view (C) to measure the amount of the registration rights derivative liability. Unless these liquidated damages are cured, the incurred liquidated damages and an estimate of future amount will be accounted for as a derivative liability by the Company.

The obligations of the Company in this financing transaction are secured by a first mortgage on certain property owned by the Company in Warrensburg, New York, a pledge of certain rights the Company has in securities of CCIG, guarantees by the Company's subsidiaries and liens on certain other property.

On September 8, 2006, the Company entered into a five year lease, treated as a capital lease, for five new oil delivery trucks, that were delivered during December 2006, for an aggregate purchase price of approximately \$506,000.

On December 13, 2006, the Company purchased the assets of its Horsham franchise from Able Oil Montgomery, Inc., a non-related party, for \$764,175. Able Oil Montgomery is a full service retail fuel oil and service company located in Horsham, Pennsylvania. Pursuant to the agreement, the Company paid cash at closing of \$128,000, issued a 5 year note payable bearing interest at a rate of 7% per annum in the amount of \$345,615 and forgave an amount of \$290,560 due from the seller to the Company. In addition, the seller paid to the Company \$237,359 for monies collected in advance by Able Oil Montgomery from its customers.

On March 20, 2007, the Company entered into a credit card receivable advance agreement with Credit Cash, LLC ("Credit Cash") whereby Credit Cash agreed to loan the Company \$1.2 million. The loan is secured by the Company's existing and future credit card collections. Terms of the loan call for a repayment of \$1,284,000, which includes the one-time finance charge of \$84,000, over a seven-month period. This will be accomplished through Credit Cash withholding 18% of Credit Card collections of Able Oil Company and 10% of Credit Card collections of PriceEnergy.com, Inc. over the seven-month period beginning March 21, 2007. There are certain provisions in the agreement which allows Credit Cash to increase the withholding, if the amount withheld by Credit Cash over the seven-month period is not sufficient to satisfy the required repayment of \$1,284,000.

On July 18, 2007, August 3, 2007, November 9, 2007, December 28, 2007 and January 18, 2008, the Company, in accordance with its agreement with Credit Cash, refinanced the loan in the amounts of \$250,000, \$300,000, \$1,100,000, \$250,000 and \$500,000, respectively. The outstanding Credit Cash loan as of January 22, 2008 was \$997,315.

Prior to the business combination between the Company and All American (now known as All American Properties, Inc.), All American entered into a loan agreement with Credit Cash, which was an advance against credit card receivables at the truck stop



then operated by All American. As a result of the business combination this obligation was assumed by the Company's newly formed, wholly-owned subsidiary, All American Plazas, Inc. ("Plazas") as it became the operator of the truck stop plazas. Credit Cash, while acknowledging the business combination, has continued to obligate both All American and Plazas in their loan documents as obligors of the loan. Accordingly, on July 16, 2007, Credit Cash agreed to extend further credit of \$400,000 secured by the credit card receivables at the truck stops operated by Plazas.

This July 16, 2007 extension of credit agreement was in addition to and supplemented all previous agreements with Credit Cash. Terms of the original loan and extensions called for repayment of \$1,010,933 plus accrued interest which will be repaid through Credit Cash withholding 15% of credit card collections from the operations of the truck stop plazas until the loan balance is paid in full. The interest rate is prime plus 3.75%. There are certain provisions in the agreement, which allows the Lender to increase the withholding, if the amount it is withholding is not sufficient to satisfy the loan in a timely manner. On November 2, 2007 and again on January 18, 2008, Credit Cash agreed to extend an additional credit in the amount of \$1,100,000 and \$600,000, respectively. Terms of the agreement are the same as the prior July 16, 2007 financing. The Credit Cash loan balance as of January 18, 2008 was \$1,376,804.

Our net loss for the three and six months ended December 31, 2006 was approximately \$1,462,000 and \$3,102,000, respectively, including non-cash charges totaling approximately \$622,000 and \$1,022,000, respectively. The Company has been funding its operations through an asset-based line of credit, the issuance of convertible debentures and notes payable and the proceeds from the exercise of options and warrants. The Company will need some combination of the collection of All American notes receivable, new financing, restructuring of existing financing, improved receivable collections and/or improved operating results in order to maintain adequate liquidity over the course of this 2007 fiscal year.

The Company is pursuing other lines of business, which include expansion of its current commercial business into other products and services such as bio-diesel, solar energy and other energy related home services. The Company is also evaluating all of its business segments for cost reductions, consolidation of facilities and efficiency improvements. There can be no assurance that we will be successful in our efforts to enhance our liquidity situation.

The Company has incurred a net loss during the year ended June 30, 2006 of approximately \$6,242,000. Net cash used in operations during the year ended June 30, 2006 was approximately \$1,712,000. During the three and six months ended December 31, 2006, we incurred a net loss of approximately \$1.6 million and \$3.3 million respectively and used cash in operations of approximately \$1.4 million during the six months ended December 31, 2006. These factors raise substantial doubt about the Company's ability to continue as a going concern. These condensed consolidated financial statements do not include any adjustments relating to the recoverability of the recorded assets or the classification of the liabilities that may be necessary should the Company be unable to continue as a going concern.

On June 1, 2005, All American completed a financing that may impact the Company. Pursuant to the terms of the Securities Purchase Agreement (the "Agreement") among All American and certain purchasers ("Purchasers"), the Purchasers loaned All American an aggregate of \$5,000,000, evidenced by secured debentures dated June 1, 2005 (the "Debentures"). The Debentures were due and payable on June 1, 2007, subject to the occurrence of an event of default, with interest payable at the rate per annum equal to LIBOR for the applicable interest period, plus 4% payable on a quarterly basis on April 1st, July 1st, October 1st and January 1st, beginning on the first such date after the date of issuance of the Debentures. As of the date of this Report, the Company's Board has not approved the transfer of the debt that would also require the transfer of additional assets from All American as consideration for the Company to assume the debt. Should the Company's Board approve the transfer of the debt, the Debentures will be convertible into shares of the Company's common stock at a conversion rate of the lesser of (i) the purchase price paid by the Company for each share of All American common stock in the acquisition, or (ii) \$3.00, subject to further adjustment as set forth in the agreement.

The loan is secured by real estate property owned by All American in Pennsylvania and New Hampshire. Pursuant to the Agreement, these Debentures are in default, as All American did not complete the merger with the Company prior to the expiration of the 12-month anniversary of the Agreement. Pursuant to the Additional Investment Right Agreement (the "AIR Agreement") among All American and the Purchasers, the Purchasers may loan All American up to an additional \$5,000,000 of secured convertible debentures on the same terms and conditions as the initial \$5,000,000 loan, except that the conversion price will be \$4.00.

If the Company assumes the obligations of All American under the Agreement, the Debentures and the AIR Agreement through the execution of a Securities Assumption, Amendment and Issuance Agreement, Registration Rights Agreement, Common Stock Purchase Warrant Agreement and Variable Rate Secured Convertible Debenture Agreement, each between the Purchasers and the Company (the "Able Energy Transaction Documents"). Such documents provide that All American shall cause the real estate collateral to continue to secure the loan, until the earlier of full repayment of the loan upon expiration of the Debentures or conversion by the Purchasers of the Debentures into shares of the Company's common stock at a conversion rate of the lesser of (i) the purchase price paid by the Company for each share of All American common stock in the acquisition, or (ii) \$3.00 (the "Conversion Price"), subject to further adjustment as set forth in the Able Energy Transaction Documents. However, the Conversion Price with respect to the AIR Agreement shall be \$4.00. In addition, the Purchasers shall have the right to receive five-year warrants to purchase 2,500,000 of the Company's common stock at an exercise price of \$3.75 per share.

In the event the Company's Board of Directors does approve the transfer of debt and pursuant to the Able Energy Transaction Documents, the Company shall also have an optional redemption right (which right shall be mandatory upon the occurrence of an



of default) to repurchase all of the Debentures for 125% of the face amount of the Debentures plus all accrued and outstanding interest, as well as a right to repurchase all of the Debentures in the event of the consummation of a new financing in which the Company sells securities at a purchase price that is below the Conversion Price. The stockholders of All American have placed 1,666,667 shares of Able common stock in escrow shares to satisfy the conversion of the \$5,000,000 in outstanding Debentures in full should the Company's Board approve the transfer of the debt.

On May 19, 2006, the Company entered into a letter of interest agreement with Manns Hagerskjold of North American, Ltd. ("Manns"), for a bridge loan to the Company in the amount of \$35,000,000 and a possible loan in the amount of \$1.5 million based upon the business combination with All American ("Manns Agreement"). The terms of the letter of interest provided for the payment of a commitment fee of \$750,000, which was non-refundable to cover the due-diligence cost incurred by Manns. On June 23, 2006, the Company advanced to Manns \$125,000 toward the Manns Agreement due diligence fee. During the period July 7, 2006 through November 17, 2006, the Company advanced an additional \$590,000 toward the Manns Agreement due diligence fee. Amounts outstanding relating to these advances as of December 31, 2006 were \$715,000 and have been expensed on the Company's condensed consolidated income statement as of December 31, 2006, as a result of not obtaining the financing.

As a result of the Company receiving a Formal Order of Investigation from the SEC on September 22, 2006, the Company and Manns agreed that the commitment to fund being sought under the Manns Agreement would be issued to All American, since the stockholders had approved an acquisition of All American by Able and since the collateral for the financing by Manns would be collateralized by real estate owned by All American. Accordingly, on September 22, 2006, All American agreed that in the event Manns funds a credit facility to All American rather than the Company, upon such funds being received by All American, it will immediately reimburse the Company for all expenses incurred and all fees paid to Manns in connection with the proposed credit facility from Manns to the Company. On or about February 2, 2007, All American received a Term Sheet from UBS Real Estate Investments, Inc. ("UBS") requested by Manns as co-lender to All American. All American rejected the UBS offer as it was not consistent with the Manns' commitment of September 14, 2006. All American subsequently demanded that Manns refund all fees paid to Manns by Able and All American.

On June 26, 2007, the Company and its affiliate, All American (together with the Company the "Claimants"), filed a Demand for Arbitration and Statement of Claim in the Denver, Colorado office of the American Arbitration Association against Manns Hagerskjold of North America, Ltd. ("Manns"), Scott Smith and Shannon Coe (collectively the "Respondents"), Arbitration Case No. 77 148 Y 00236 07 MAV. The Statement of Claim filed seeks to recover fees of \$1.2 million paid to Manns to obtain financing for the Company and All American. The Claimants commenced the Arbitration proceeding based upon the Respondents breach of the September 14, 2006 Commitment letter from Manns to All American that required Manns to loan All American \$150 million. The Statement of Claim sets forth claims for breach of contract, fraud and misrepresentation and lender liability. On July 23, 2007, Respondents filed their answer to the Statement of Claim substantially denying the allegations asserted therein and interposing counterclaims setting forth claims against the Company for breach of the Non-Circumvention Clause, breach of the Exclusivity Clause and unpaid expenses. Respondents also assert counterclaims for fraudulent misrepresentation and unjust enrichment. On Respondents' counterclaim for breach of the Non-Circumvention Clause, Respondents claim damages of \$6,402,500. On their counterclaim for breach of the Exclusivity Clause, Respondents claim damages of \$3,693,750, plus an unspecified amount related to fees on loans exceeding \$2,000,000 closed by All American or the Company over the next five years. Respondents do not specify damages relative to their other counterclaims.

On August 7, 2007, the Claimants filed their reply to counterclaims denying all of Respondents material allegations therein. Respondents' counterclaims were based on the false statement that the Claimants had, in fact, received the financing agreed to be provided by Manns from a third party.

On August 13, 2007, the Company dismissed Marcum & Kliegman LLP ("M&K") as its independent registered public accounting firm. The report of M&K on the Company's financial statements for the fiscal year ended June 30, 2006 ("FY 2006") was modified as to uncertainty regarding (1) the Company's ability to continue as a going concern as a result of, among other factors, a working capital deficiency as of June 30, 2006 and possible failure to meet its short and long-term liquidity needs, and (2) the impact on the Company's financial statements as a result of a pending investigation by the SEC of possible federal securities law violations with respect to the offer, purchase and sale of the Company's securities and the Company's disclosures or failures to disclose material information.

The Company's Audit Committee unanimously recommended and approved the decision to change independent registered public accounting firms.

On August 31, 2007, the Company was served with a second subpoena *duces tecum* (the "Second Subpoena") from the Securities and Exchange Commission ("SEC") pursuant to the Formal Order of Investigation issued by the SEC on September 7, 2006 (see note 17). The Company continues to gather, review and produce documents to the SEC and is cooperating fully with the SEC in complying with the Second Subpoena. As of November 30, 2007, the Company has produced documents in response to the Second Subpoena and the Company expects to produce additional documents in response to the Second Subpoena as soon as practicable. As of the date of this Report, the Company is not aware of any information that has been discovered pursuant to the Formal Order of Investigation which would indicate that the Company or any of its officers and directors was guilty of any wrongdoing.

The Company engaged Lazar Levine & Felix LLP ("LLF") as its new independent registered public accounting firm as of September

21, 2007. Prior to its engagement, LLF had been and continues to act as independent auditors for All American, an affiliate and the largest stockholder of the Company.

On September 24, 2007, the Company's Board of Directors appointed (i) Richard A. Mitstifer, the former President of All American as President of the Company; (ii) William Roger Roberts, the former Chief Operating Officer of All American, as the Company's Chief Operating Officer; (iii) Daniel L. Johnston, the former Controller of All American, as Chief Financial Officer of the Company; and (iv) Louis Aponte, the President of All American Industries, Inc. and All American Realty and Construction Corp., which are affiliates of All American specializing in real estate development and construction, as the Company's Vice-President of Special Projects. The Board also promoted Frank Nocito, the Company's Vice-President of Business Development, to Executive Vice President and expanded his duties to include heading the Company's expansion into alternative and clean energy fuels and products. Mr. Nocito is the controlling person of the Cheldnick Family Trust, the largest shareholder of the Company. Messrs. Mitstifer, Roberts and Aponte were officers of All American in June 2005 when the Company entered into an asset purchase agreement with All American, pursuant to which the Company agreed to acquire substantially all of All American's assets and assume all liabilities of All American other than mortgage debt liabilities. They were also officers of All American at the time the transaction closed in May 2007. Effective September 24, 2007, Christopher P. Westad stepped down as President of the Company and Jeffrey Feld stepped down as Acting Chief Financial Officer of the Company. The Board subsequently appointed Mr. Westad as the President of the Company's home heating oil subsidiaries, namely Able Oil, Inc., Able Energy New York, Inc. and Able Oil Melbourne, Inc.

On January 8, 2007, All American entered into an Account Purchase Agreement with Crown Financial ("Crown") whereby Crown advanced \$1,275,000 to All American in exchange for certain existing accounts receivables and taking ownership of new accounts originated by All American. Repayment of the loan is to be made from the direct payments to Crown from the accounts it purchased from All American and a fee equal to 2.5% of the outstanding advance for the preceding period payable on the 15<sup>th</sup> and 30<sup>th</sup> day of each month.

The Crown loan is secured by the mortgages on the real property and improvements thereon owned by All American known as the Strattanville and Frystown Gables truck stop plazas and a personal guarantee by Frank Nocito.

Subsequent to the May 2007 closing of the business combination between the Company and All American, on July 1, 2007 the Account Purchase Agreement between All American and Crown Financial has been amended and modified from "Eligible Accounts having a 60 day aging" to a "90 day aging that are not reasonably deemed to be doubtful for collections" and the fee of 2.5% payable on the 15<sup>th</sup> and 30<sup>th</sup> day of each month has been modified to 1.375%. The Company has assumed this obligation based on the business combination; however, All American has agreed to continue to secure this financing with the aforementioned real estate mortgages.

On October 5, 2007, All American reclassified all outstanding trade payables with TransMontaigne to a note payable in the amount of approximately \$15,000,000. Interest at the rate of 8% is being accrued on all past due amounts as of October 5, 2007. In addition, an amount of \$1,550,000 was added to the note to begin a prepaid purchase program whereby All American will prepay for its fuel prior to delivery. Repayment of this note is to commence on or about March 15, 2008 with a 25 year amortization schedule with a maturity of November 15, 2009. If a threshold payment is made on or before March 15, 2008 and before August 15, 2008 (after initial 25 year amortization begins) in the amount of \$3,000,000 then a new 25 year amortization schedule will commence effective July 31, 2009 and mature on March 31, 2011. Collateral for this note are certain properties owned by All American.

On October 17, 2007, the Company entered into a loan agreement with S&S NY Holdings, Inc. for \$500,000 to purchase #2 heating fuel. The term of the agreement is for 90 days with an option to refinance at the end of the 90 day period for an additional 90 days. The repayment of the principal amount will be \$.10 cents per gallon of fuel sold to the Company's customers excluding pre-purchase gallons. An additional \$.075 per gallon will be paid as interest. The agreement also provides that in each 30 day period the interest amount can be no less than \$37,500.00. As of January 17, 2008 the Company had repaid approximately \$100,000 and exercised its right to refinance the amount until March 31, 2008.

On December 20, 2007, the Company entered in to a second loan agreement with S&S NY Holdings, Inc for \$500,000 to purchase #2 heating fuel. The term of the agreement is thru March 31, 2008. The repayment of principle is not due until the maturity date. An additional \$.075 per gallon will be paid as interest. The agreement also provides that in each 30 day period the interest amount can be no less than \$37,500.

The Company must also bring current each of its SEC filings as part of a plan to raise additional capital. In addition to the filing of this Form 10-Q/A for the quarter ended December 31, 2006, the Company must also complete and file its Form 10-Q for the quarters ended March 31, 2007, September 30, 2007 and December 31, 2007 and the Company's Annual Report on Form 10-K for the year ended June 30, 2007.

There can be no assurance that the financing or the cost saving measures as identified above will be satisfactory in addressing the short-term liquidity needs of the Company. In the event that these plans can not be effectively realized, there can be no assurance that the Company will be able to continue as a going concern.

## CONTRACTUAL OBLIGATIONS

The following schedule summarizes our contractual obligations as of December 31, 2006 in the periods indicated:

<u>Contractual Obligation</u>	<u>Total</u>	<u>Less Than 1 Year</u>	<u>1-3 Years</u>	<u>3-5 years</u>	<u>More than 5 years</u>
Long term debt	\$ 7,726,418	\$ 1,473,201	\$ 3,121,994	\$ 314,041	\$ 2,817,182
Capital lease obligations	889,556	311,476	487,380	90,699	-
Operating leases	495,201	223,113	272,089	-	-
Unconditional purchase obligations	3,412,979	3,412,979	-	-	-
Other long term obligations	335,975	335,975	-	-	-
Total contractual obligations	<u>\$ 12,860,129</u>	<u>\$ 5,756,744</u>	<u>\$ 3,881,463</u>	<u>\$ 404,740</u>	<u>\$ 2,817,182</u>

Excluded from the table above are estimated interest payments on long-term debt and capital leases of approximately \$623,000, \$719,000, \$380,000 and \$1,942,000 for the periods less than 1 year, 1-3 years, 3-5 years and more than 5 years, respectively. In addition, excluded from above are unconditional purchase obligations of approximately \$3,299,000 that the Company entered into subsequent to December 31, 2006.

As of December 31, 2006, there were no other off balance sheet arrangements.

## SEASONALITY

Approximately 65% of the Company's revenues are earned and received from October through March, and the overwhelming majority of such revenues are derived from the sale of home heating oil. During the spring and summer months, revenues from the sale of diesel and gasoline fuels increase due to the increased use of automobiles and construction apparatus.

Each of the Company's divisions is seasonal. From May through September, Able Oil experiences considerable reduction of retail heating oil sales.

Able Energy NY's propane operation can experience up to 80% decrease in heating related propane sales during the months of April to September, which is offset somewhat by an increase of pool heating and cooking fuel.

Over 90% of Able Melbourne's revenues are derived from the sale of diesel fuel for construction vehicles, and commercial and recreational sea-going vessels during Florida's fishing season, which begins in April and ends in November. Only a small percentage of Able Melbourne's revenues are derived from the sale of home heating fuel. Most of these sales occur from December through March, Florida's cooler months.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company does not issue or invest in financial instruments or derivatives for trading or speculative purposes. All of the operations of the Company are conducted in the United States, and, as such, are not subject to material foreign currency exchange rate risk. At December 31, 2006, the Company had approximately \$4 million of outstanding long-term debt and convertible debentures. Although the Company's assets included approximately \$1.3 million in cash, the market rate risk associated with changing interest rates in the United States is not material.

## ITEM 4. CONTROLS AND PROCEDURES

Our management, with the participation of our Chief Executive Officer and Acting Chief Financial Officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this quarterly Report on Form 10-Q/A. Based on this evaluation, our Chief Executive Officer and Acting Chief Financial Officer concluded that these disclosure controls and procedures were not effective as of such date.

- a) Evaluation of Disclosure Controls and Procedures: An evaluation of the Company's disclosure controls and procedures (as defined in Section 13a-15(e) of the Securities Exchange Act of 1934 (the "Act")) was carried out under the supervision and with the participation of the Company's Chief Executive Officer and Acting Chief Financial Officer and several other members of the Company's senior management at December 31, 2006. Based on this evaluation, and as noted below, the Company's Chief Executive Officer and Acting Chief Financial Officer concluded that as of December 31, 2006, the Company's disclosure controls and procedures were not effective, at a reasonable level of assurance, in ensuring that the information required to be disclosed by the Company in the Reports it files or submits under the Act is (i) accumulated and communicated to the Company's management (including the Chief Executive Officer and Acting Chief Financial Officer) in a timely manner, and (ii) recorded, processed, summarized and reported within the time periods specified in the SEC's



- b) Changes in Disclosure Controls and Procedures: The Company identified a weakness during the preparation of the June 30, 2006 Form 10-K. The weakness related to the Company's loss of its then Chief Financial Officer and the appointment of an Acting Chief Financial Officer. During the preparation of the June 30, 2006 Form 10-K and during the quarter ended September 30, 2006, the Company retained independent consultants with experience in public company disclosure requirements to assist the Chief Executive Officer and the Chief Financial Officer in their respective duties during the review, preparation and disclosures required in SEC rules and regulations. As of the filing of the original December 31, 2006 Form 10-Q on July 31, 2007, under the Acting Chief Financial Officer and as of the date of the filing of this Form 10-Q/A, under the new Chief Financial Officer appointed as of September 24, 2007, the Company continues to engage independent consultants with experience in public company disclosure requirements to assist such officers in their respective duties during the review, preparation and disclosures required in SEC rules and regulations.

## **PART II. OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

On December 8, 2006, the Company commenced an action in the Superior Court of California, for the County of Los Angeles against Summit Ventures, Inc. (“Summit”), Mark Roy Anderson (“Anderson”), the principal of Summit and four other companies controlled by Anderson, Camden Holdings, Inc., Summit Oil and Gas, Inc. d/b/a Nevada Summit Oil and Gas, Harvest Worldwide LLC and Harvest Worldwide, Inc. seeking to compel the return of 142,857 shares (the “Shares”) of the Company’s common stock issued to Summit. The shares were issued to Summit in connection with a consulting agreement the Company had entered into with Summit in January 2005 (also see Note 5). The complaint also sought damages as a result of Summit’s and Anderson’s breach of contract, fraud, and misrepresentation with respect to the consulting agreement. On June 28, 2007, Summit and Anderson interposed a cross-complaint against the Company, Greg Frost, the Company’s Chief Executive Officer and Chairman, Chris Westad, the Company’s President, Frank Nocito, Vice President of Business Development for the Company, Stephen Chalk, a Director of the Company and Timothy Harrington, the former Chief Executive Officer of the Company. The Company has recently settled the Anderson litigation (See Note 22).

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

None

### **ITEM 3 DEFAULTS UPON SENIOR SECURITIES**

In connection with a \$1,000,000 convertible term note issued in July 2006, the Company agreed that within sixty days from the date of issuance of the note (September 3, 2006) and warrant that it would file a registration statement with the SEC covering the resale of the shares of the Company’s stock issuable upon conversion of the note and the exercise of the warrant. This registration statement would also cover any additional shares of stock issuable as a result of any adjustment to the fixed conversion price of the note or the exercise price of the warrant. As of the date of this Report, the Company was not able to file a registration statement and the holder has not yet waived its rights under this agreement, and the Company had not received a default notice from the lender on these matters. There are no stipulated liquidated damages outlined in the Registration Rights Agreement.

In conjunction with \$2,000,000 of convertible debentures issued on August 2006, the Company had agreed to file a registration statement within forty-five days or September 22, 2006, covering the resale of the shares of common stock underlying the convertible debentures and warrants issued to the investors, and by October 15, 2006, to have such registration statement declared effective. The registration rights agreement with the investors provides for partial liquidated damages in the case that these registration requirements are not met. From the date of violation, the Company is obligated to pay liquidated damages of 2% per month of the outstanding amount of the convertible debentures, up to a total obligation of 24% of such obligation. The Company has not yet filed a registration statement regarding these securities. Accordingly, through February 16, 2008, the Company has incurred a liquidated damages obligation including interest of approximately \$556,000, none of which has been paid. The Company is obligated to continue to pay 18% interest per annum on any damage amount not paid in full within 7 (seven) days. As of the date of this Report, the Company is not able to file a registration statement and the holder has not yet waived its rights under this agreement. However, the Company has not received a default notice from the lender on these matters.

### **ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS**

None

### **ITEM 5. OTHER INFORMATION**

None

### **ITEM 6. EXHIBITS**

- 31.1 Certification of Chief Executive Officer of Periodic Report pursuant to Rule 13a-14(a) and Rule 15d-14(a).
- 31.2 Certification of Chief Financial Officer of Periodic Report pursuant to Rule 13a-14(a) and Rule 15d-14(a).
- 32.1 Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350.

## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

**Able Energy, Inc.**

*By: /s/ Gregory D. Frost  
Gregory D. Frost  
Chief Executive Officer and  
Chairman*

*By: /s/ Daniel L. Johnston  
Daniel L. Johnston  
Chief Financial Officer*

March 13, 2008