

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

TAYLOR-WHARTON
INTERNATIONAL LLC, et al.¹,

Debtors.

Chapter 11

Case No. 09-14089 (BLS)
(Jointly Administered)

**AMERICAN WELDING & TANK LLC'S
STATEMENT OF FINANCIAL AFFAIRS AND SCHEDULES**

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number are: Taylor-Wharton International LLC (1577); TWI-Holding LLC (8154); Taylor-Wharton Intermediate Holdings LLC (6890); Alpha One Inc. (1392); Beta Two Inc. (1408); Gamma Three Inc. (1367); Delta Four Inc. (1320); Epsilon Five Inc. (1344); TW Cryogenics LLC (1713); TW Cylinders LLC (1665); Sherwood Valve LLC (1781); American Welding & Tank LLC (1945); and TW Express LLC (6414).

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

American Welding & Tank LLC

**GENERAL NOTES AND DISCLAIMERS REGARDING
AMERICAN WELDING & TANK LLC'S SCHEDULES**

On or about November 18, 2009 (the "Petition Date"²), American Welding & Tank LLC (the "Debtor"), and its 12 affiliates, (collectively, the "Debtors") in the above-referenced cases, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The chapter 11 cases have been jointly administered for procedural purposes only under Case No. 09-14089 (BLS). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

With the assistance of its advisors, the Debtor prepared these Schedules of Assets and Liabilities and its Statement of Financial Affairs (collectively, the "Schedules"), pursuant to section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure. The Schedules are unaudited and do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States ("GAAP"), and they are not intended to be fully reconciled to the Debtor's financial statements.

Although the Debtor has made every reasonable effort to ensure that the Schedules are accurate and complete based on information that was available at the time of preparation, subsequent information or discovery may result in material changes to the Schedules, and inadvertent errors or omissions may have occurred. As discussed below in the section entitled "Disclaimer Regarding Information," the information provided herein reflects what was available to the Debtor and its advisors on the Petition Date and thereafter. Because the Schedules contain unaudited information, which information is subject to further review, verification, and potential adjustment, there can be no assurance that the Schedules are complete. Subsequent receipt of information or an audit may result in material changes in financial data requiring amendment of the Schedules. Accordingly, the Schedules remain subject to further review and verification by the Debtor.

The Debtor reserve its right to amend the Schedules from time-to-time as may be necessary or appropriate, including, but not limited to, the right to dispute or otherwise assert offsets or defenses to any claim reflected in the Schedules as to amount, liability, or classification, or to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated." Furthermore, nothing contained in the Schedules shall constitute a waiver of rights with respect to the chapter 11 case, including, but not limited to, any rights or claims of the Debtor against any third party, issues involving substantive consolidation, equitable subordination and/or causes

² Capitalized terms in this statement have the meanings given to them in the attached Statement of Financial Affairs or Schedules.

of action arising under the provisions of chapter 11 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers.

These General Notes and Disclaimers Regarding the Debtor's Schedules are incorporated by reference in, and comprise an integral part of, the Schedules and should be referred to and considered in connection with any review of the Schedules.

Disclaimers Regarding Information

Recharacterization The Debtor has made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules. However, the Debtor reserve all of its rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules at a later time as necessary or appropriate as additional information becomes available.

Claims Description Any failure to designate a claim on the Debtor's Schedules as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such claim is not "disputed," "contingent," or "unliquidated." The Debtor reserve the right to dispute, or to assert offsets or defenses to, any claim reflected on the Schedules as to amount, liability, priority, secured or unsecured status, or classification, or to otherwise designate any claim as "disputed," "contingent," or "unliquidated." Moreover, the Debtor reserves the right to amend the Schedules as necessary and appropriate, including, but not limited to, with respect to claim description and designation.

Insiders. In the circumstances where the Schedules require information regarding "insiders" (as defined in the instructions to the Schedules), the Debtor, respectively, has included information with respect to certain individuals who served as officers and directors, as the case may be, during the relevant time periods. Such individuals may no longer serve as an officer or director of the Debtor. Inclusion of information with respect to any such individual is not intended to be, nor shall it be construed as, a binding or legal characterization of such individual as an "insider," as defined under the Bankruptcy Code, federal and state securities laws or any other applicable law. Additionally, the inclusion of information with respect to any such individual is not intended to be, nor shall it be, an admission of any fact, or any claim, right or defense, and any and all such rights, claims and defenses are hereby expressly reserved for all purposes. Information regarding the individuals listed as "insiders" in the Schedules has been included for informational purposes only; such information may not be used for the purpose of determining control of the Debtor, or the extent to which any individual exercised management responsibilities or functions with respect to, or corporate decision-making authority over, the Debtor.

Schedule D - Creditors Holding Secured Claims. Although the Debtor may have scheduled claims of various creditors as secured claims, the Debtor reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim. The description provided in Section D is intended only to be a summary. Without limiting the foregoing, the inclusion on Schedule D of creditors that have asserted liens is not an acknowledgement of the

validity, extent, or priority of any such liens, and the Debtor reserve its right to challenge such liens and the underlying claims on any ground whatsoever.

Reference to the applicable agreements and other related relevant documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in the General Notes or the Schedules shall be deemed a modification or interpretation of the terms of such agreements.

Schedule G - Executory Contracts. While every effort has been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. The Debtor hereby reserve all of its rights to dispute the validity, status, enforceability or liability under, any contracts, agreements, or leases set forth in Schedule G and to amend or supplement such Schedule as necessary. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G. In addition, the Debtor may have entered into various other types of agreements in the ordinary course of its business, such as subordination, nondisturbance agreements, supplemental agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such documents are also not set forth in Schedule G.

The Debtor reserve all rights to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's claim.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contracts or agreement are not impaired by the omission.

General Reservation of Rights. The Debtor specifically reserves the right to amend, modify, supplement, correct, change or alter any part of the Schedules as and to the extent necessary as they deem appropriate.

**United States Bankruptcy Court
District of Delaware**

In re American Welding & Tank LLC,
Debtor

Case No. 09-14091 (BLS)

Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	5,847,454.71		
B - Personal Property	Yes	8	34,736,742.38		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	2		149,164,270.74	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	13		1,331,301.25	
G - Executory Contracts and Unexpired Leases	Yes	14			
H - Codebtors	Yes	11			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		50			
Total Assets			40,584,197.09		
Total Liabilities				150,495,571.99	

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Building, Land and Land Improvements 3415 Highway 70 E Crossville TN, 38555-2878	Fee Simple	-	6,105.23	0.00
Building, Land and Land Improvements 111 Tank Road Jesup, GA	Fee Simple	-	781,825.27	0.00
Building, Land and Land Improvements 721 Graham Dr Fremont OH, 43420-4074	Fee Simple	-	2,567,182.33	0.00
Building, Land and Land Improvements Location: Salt Lake City, UT	Fee Simple	-	1,639,243.94	0.00
Building, Land and Land Improvements Location: Jesup, GA	Fee Simple	-	456,762.55	0.00
Building, Land and Land Improvements Location: Bloomfield, IA	Fee Simple	-	396,335.39	0.00

Sub-Total > **5,847,454.71** (Total of this page)

Total > **5,847,454.71**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

In re American Welding & Tank LLCCase No. 09-14091 (BLS)

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		3415 Highway 70 East Crossville, TN 38557	-	500.00
		111 Tank Road Jesup, GA 31545	-	200.00
		5601 West Axel Park Road West Jordan, UT 84081	-	500.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
			Sub-Total >	1,200.00
			(Total of this page)	

4 continuation sheets attached to the Schedule of Personal Property

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		Accounts Receivable - Trade: \$8,854,597.94 Accounts Receivable - Employees: \$9,395.96 Allowance for Uncollectible Accounts: (\$80,323.96)	-	8,783,669.94
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > **8,783,669.94**
(Total of this page)

Sheet 1 of 4 continuation sheets attached to the Schedule of Personal Property

In re American Welding & Tank LLCCase No. 09-14091 (BLS)

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NON O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Series A Preferred Earnout Right of \$40,000,000, pursuant to the Amended and Restated Limited Liability Company Agreement of TAYLOR-WHARTON INTERNATIONAL LLC	-	Unknown
		Contingent Litigation Right of Contribution and Counter Claims	-	Unknown
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.		Customer List, at appraised value at 12/07/07	-	6,550,915.00
25. Automobiles, trucks, trailers, and other vehicles and accessories.		See Attachment B25	-	444,327.31
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Computer Hardware - Bloomfield, IA	-	1,983.84
		Computer Hardware - Fremont, OH	-	3,737.44
		Computer Hardware - Fremont, OH	-	2,633.34
		Computer Hardware - Jesup, GA	-	1,166.67
		Computer Hardware - Jesup, GA	-	5,972.34
		Computer Hardware - Salt Lake City, UT	-	2,900.00
		Furniture and Fixtures - Salt Lake City, UT	-	2,176.67
		Furniture and Fixtures - Crossville, TN	-	3,993.47
		Furniture and Fixtures - Jesup, GA	-	14,793.38
			Sub-Total >	7,034,599.46
			(Total of this page)	

Sheet 2 of 4 continuation sheets attached
to the Schedule of Personal Property

In re American Welding & Tank LLCCase No. 09-14091 (BLS)

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NON O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
29. Machinery, fixtures, equipment, and supplies used in business.		Machinery & Equipment - Bloomfield, IA	-	319,195.81
		Machinery & Equipment - Crossville, TN	-	387,958.21
		Machinery & Equipment - Fremont, OH	-	1,817,826.76
		Machinery & Equipment - Jesup, GA	-	362,985.40
		Machinery & Equipment - Jesup, GA	-	546,861.19
		Machinery & Equipment - Salt Lake City, UT	-	894,043.43
		Tools, Patterns and Dies - Fremont, OH	-	15,546.84
		Tools, Patterns and Dies - Salt Lake City, UT	-	5,309.53
		Tools, Patterns and Dies - Jesup, GA	-	535,346.46
		Tools, Patterns and Dies - Bloomfield, IA	-	7,916.67
		Construction in Progress - Jesup, GA	-	19,639.52
		Furniture and Fixtures - Fremont, OH	-	61,074.65
30. Inventory.		See Attachment B30	-	13,192,030.29
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		Goodwill - Purchase of Certified Cylinders	-	409,000.00
		Non-compete agreement, net of amortization	-	222,333.00
		Organization Costs - Purchase of Certified Cylinders	-	85,852.28
		Prepaid Real Estate Taxes - Fremont OH	-	11,555.14
		Prepaid Association Memberships	-	9,945.12
		Prepaid Rent	-	12,500.00
Sub-Total >				18,916,920.30
(Total of this page)				

Sheet 3 of 4 continuation sheets attached
to the Schedule of Personal Property

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		Stop-Loss Insurance Receivable	-	352.68

Sub-Total >	352.68
(Total of this page)	
Total >	34,736,742.38

(Report also on Summary of Schedules)

Sheet 4 of 4 continuation sheets attached
to the Schedule of Personal Property

American Welding & Tank LLC
SCHEDULES OF ASSETS AND LIABILITIES
ATTACHMENT B25

(B25) Automobiles, Trucks, Trailers and Other Vehicles

DESCRIPTION AND LOCATION OF VEHICLE	DEBTOR'S INTEREST IN PROPERTY	
Vehicle Description	Location	
#253 Wilson 48' Trailer	Fremont OH	\$22,229.17
#254 48' Wilson Trailer	Fremont OH	\$22,229.17
#255 Wilson 48' Trailer	Fremont OH	\$22,229.17
#58 Truck Engine Rebuild	Fremont OH	\$0.00
1979 GMC Truck	Salt Lake UT	\$0.00
1985 International Navistar	Salt Lake UT	\$0.00
1992 GEHL DYNALIFT Yard Crane Model #883	Salt Lake UT	\$14,923.34
1992 GEHL DYNALIFT Yard Crane Model #883	Salt Lake UT	\$0.00
1993 #245 Fontaine Trailer	Fremont OH	\$2,600.00
1993 1/2 T Chev Pick-Up	Salt Lake UT	\$2,202.78
1993 Ford F-250 Pick Up Truck	Jesup GA	\$0.00
1993 Strick Trailer	Crossville TN	\$4,443.75
1994 Chevrolet Pickup Truck	Bloomfield IA	\$0.00
1994 Strick Trailer	Crossville TN	\$4,443.75
1996 Volvo Semi CTC #72	Fremont OH	\$0.00
1996 Wilson 48' Flatbed Trailer CT#252	Fremont OH	\$7,461.67
1997 Peterbilt Truck	Crossville TN	\$14,062.50
1998 Cheverolet Silverado	Fremont OH	\$3,430.55
1999 Dodge Ram Truck	Jesup GA	\$2,961.12
1999 Volvo Truck Model VNL64T #74	Fremont OH	\$8,305.55
2000 Freightliner	Jesup GA	\$6,000.00
2000 Freightliner with IMT boom	Crossville TN	\$2,428.57
2000 Freightliner with Unloading Boom	Salt Lake UT	\$3,619.04
2002 Utility Brand Low Profile Trailer Flat Bed	Salt Lake UT	\$27,086.91
2003 Ford F150	Salt Lake UT	\$1,385.72
2005 Palfinger Model PK 11502	Jesup GA	\$0.00
2005 Volvo Truck	Fremont OH	\$48,840.00
2005 Volvo VNL 64 T 430 Truck	Fremont OH	\$28,600.00
2005 Volvo VNL64 T 430 Truck	Fremont OH	\$48,840.00
3 Trailers	Fremont OH	\$24,050.00
3 Trailers	Fremont OH	\$24,050.00
3 Trailers	Fremont OH	\$30,833.34
48' Wilson Trailer CT#250	Fremont OH	\$8,078.34
48" Wilson Trailer CT#249	Fremont OH	\$8,078.34
91 Fruehauf Trailer and Lift Gate	Crossville TN	\$1,095.24
93 Dorsey Trailer	Crossville TN	\$990.00
93 Frue Trailer 726	Crossville TN	\$1,650.01
93 Frue Trailer 730	Crossville TN	\$1,650.01
Bumper Guide Lights CT #58	Fremont OH	\$0.00
CTC#73 1998 Volvo Hoist	Fremont OH	\$794.46
CTC#73 1998 Volvo Semi #73	Fremont OH	\$0.00
Drop Deck Trailer	Crossville TN	\$3,215.82
Drop Deck Trailer	Crossville TN	\$3,215.82
Intr'l Cab/Chas #353	Fremont OH	\$0.00
Purchase Used Spot Truck	Salt Lake UT	\$9,440.49
Running Gears	Fremont OH	\$0.00
Sets of Aluminum Tank Saddles	Salt Lake UT	\$0.00

**American Welding & Tank LLC
SCHEDULES OF ASSETS AND LIABILITIES
ATTACHMENT B25**

(B25) Automobiles, Trucks, Trailers and Other Vehicles

DESCRIPTION AND LOCATION OF VEHICLE		DEBTOR'S INTEREST IN PROPERTY
Vehicle Description	Location	
Stake Pockets on Tlr 249	Fremont OH	\$46.96
Trailer	Crossville TN	\$494.60
Trailer	Crossville TN	\$6,750.00
Transporation Equipment Under 1,000	Crossville TN	\$2,821.11
Used Tractor	Jesup GA	\$0.00
Used Trailer	Jesup GA	\$0.00
Volvo Tractor #1	Crossville TN	\$9,750.01
Volvo Tractor #2	Crossville TN	\$9,000.00
		\$444,327.31

American Welding & Tank LLC
SCHEDULES OF ASSETS AND LIABILITIES
ATTACHMENT B30

(B30) Inventory

DESCRIPTION AND LOCATION OF PROPERTY		DEBTOR'S INTEREST IN PROPERTY
Inventory Description	Location	
Finished Goods	Bloomfield, IA	\$9,143.46
Finished Goods	Consignment Yards	\$3,685,566.07
Finished Goods	Crossville, TN	\$409,206.88
Finished Goods	Fremont, OH	\$1,245,484.49
Finished Goods	Jesup, GA	\$41,279.09
Finished Goods	Jesup, GA	\$152,585.88
Finished Goods	Salt Lake City, UT	\$678,437.82
Raw Materials	Bloomfield, IA	\$5,601.05
Raw Materials	Consignment Yards	\$1,216,307.05
Raw Materials	Crossville, TN	\$705.00
Raw Materials	Fremont, OH	\$3,305,456.98
Raw Materials	Jesup, GA	\$83,501.27
Raw Materials	Jesup, GA	\$1,693,036.31
Raw Materials	Salt Lake City, UT	\$1,315,808.69
Inventory Reserves	Bloomfield, IA	(\$73.00)
Inventory Reserves	Consignment Yards	(\$342,393.71)
Inventory Reserves	Fremont, OH	(\$53,841.02)
Inventory Reserves	Jesup, GA	(\$219,396.44)
Inventory Reserves	Jesup, GA	(\$2,460.00)
Inventory Reserves	Salt Lake City, UT	(\$31,925.58)
		\$13,192,030.29

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN							
Account No.	X -	12/7/2007						1,168.95	Unknown
AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199		Mezzanine Debt Substantially all personal and real property							
Value \$		Unknown							
Account No.	X -	12/7/2007						26,885.89	Unknown
Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199		Mezzanine Debt Substantially all personal and real property							
Value \$		Unknown							
Account No.	X -	12/7/2007						34,688,642.24	Unknown
Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199		Mezzanine Debt Substantially all personal and real property							
Value \$		Unknown							
Account No.	X -	12/7/2007						351,854.47	Unknown
Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199		Mezzanine Debt Substantially all personal and real property							
Value \$		Unknown							
Subtotal								35,068,551.55	0.00
(Total of this page)									

1 continuation sheets attached

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY	
		H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN						
Account No.	X -								
Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022									12/7/2007 Mezzanine Debt Substantially all personal and real property
Value \$									Unknown
Account No.	X -								
General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661									12/7/2007 Accrued Bank Fees Substantially all personal and real property
Value \$									Unknown
Account No.	X -								
General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661									12/7/2007 Revolver Loan Substantially all personal and real property
Value \$									Unknown
Account No.	X -								
General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661									12/7/2007 Term Loan Substantially all personal and real property
Value \$									Unknown
Account No.	X -								
Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT									12/7/2007 Mezzanine Debt Substantially all personal and real property
Value \$									Unknown
Subtotal (Total of this page)							114,095,719.19	0.00	
Total (Report on Summary of Schedules)							149,164,270.74	0.00	

Sheet 1 of 1 continuation sheets attached to
Schedule of Creditors Holding Secured Claims

In re American Welding & Tank LLCCase No. 09-14091 (BLS)Debtor**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

 Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

 Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

 Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

 Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

 Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

 Deposits by individuals

Claims of individuals up to \$2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

 Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

 Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

 Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xx0180 ABERCROMBIE OIL COMPANY INC HIGHWAY 58 200 RIVER ST DANVILLE, VA 24540	-	Trade Vendor				3,630.00
Account No. xx8156 AIRGAS MID AMERICA PO BOX 802615 CHICAGO, IL 60680	-	Trade Vendor				5,594.26
Account No. xxx0815 ARAMARK UNIFORM SERVICES INC PO BOX 16067 DES MOINES, IA 50316	-	Trade Vendor				312.26
Account No. xx9400 B & B X-RAY SERVICE SALES ATTN: BRIAN BAXTER 1085 POINT VIEW RD CHAPIN, SC 29036	-	Trade Vendor				1,082.10
Subtotal (Total of this page)						10,618.62

12 continuation sheets attached

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xx1400 B & W WELDING INC 130 COUNTY ROAD 130 FREMONT, OH 43420		-	Trade Vendor			4,977.42
Account No. xx0251 BUCKEYE INDUSTRIAL SAFETY CO STEVE PIAHLER DIV OF COTON FABRICS COMPANY PO BOX 141018 TOLEDO, OH 43614		-	Trade Vendor			1,366.36
Account No. xx3700 CAPITOL MANUFACTURING ARNOLD LOCH DIVISION OF PHOENIX FORGING 800 FRONT ST CATASAUQUA, PA 18032		-	Trade Vendor			172,329.01
Account No. xxx6747 CHATHAM STEEL 501 W BOUNDARY ST SAVANNAH, GA 31401		-	Trade Vendor			19,891.41
Account No. xx5700 COMMERCIAL METAL FORMING RANDY ARNOLD / AL MILLER 1775 LOGAN AVE PO BOX 599 YOUNGSTOWN, OH 44505		-	Trade Vendor			20,172.22
Sheet no. <u>1</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	218,736.42

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xx2600 CUBBISON COMPANY KEVIN BARRET 380 VICTORIA RD YOUNGSTOWN, OH 44515		-	Trade Vendor			12,043.79
Account No. xx0524 DIVERSIFIED ENERGY JOHN EASTWOOD 1525 N NORWOOD ST WALLACE, NC 28466		-	Trade Vendor			3,300.00
Account No. xx8400 ENGINEERED CONTROLS INC. ATTN: JULIE ALLGEYER 100 REGO DRIVE PO BOX 247 ELON, NC 27244		-	Trade Vendor			576,099.90
Account No. xx0506 FASTENAL COMPANY INC. 1615 N RIVER RD FREMONT, OH 43420		-	Trade Vendor			258.11
Account No. xx3200 FEDERAL PROCESS CORP. PO BOX CLEVELAND, OH 44193		-	Trade Vendor			327.02
Sheet no. <u>2</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	592,028.82

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xx3351		Trade Vendor				
FERALLOY-OREGON PARTNERS C/O OREGON STEEL UP YARD #3 - TRACK 759 RIVERGATE, OR 97203	-					3,168.74
Account No. xx0607		Trade Vendor				
FERRELLGAS (ABERDEEN) SAND HILL INDUSTRIAL PARK ABERDEEN, NC 28315	-					5,720.00
Account No. xx9600		Trade Vendor				
FERRELLGAS (SIOUX FALLS, SD) MATT 5111 W 9TH ST SIOUX FALLS, SD 57107	-					12,270.00
Account No. xx0540		Trade Vendor				
FERRELLGAS (ALPENA MI) J.T. LACOMBE 3223 S. 23 SOUTH ALPENA, MI 49707	-					7,450.00
Account No. xx4400		Trade Vendor				
FERRELLGAS (BRAZIL IN) JASON 11785 N STATE ROAD 59 PO BOX 135 BRAZIL, IN 47834	-					9,308.00
Sheet no. <u>3</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	37,916.74

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xx0621 FERRELLGAS (CHEROKEE) ROGER 1544 SOUTH 2ND STREET CHEROKEE, IA 51012		Trade Vendor -				11,025.00
Account No. xx0614 FERRELLGAS (EFFINGHAM)		Trade Vendor -				6,500.00
Account No. xx0618 FERRELLGAS (INDIAN RIVER MI) PATRICK KOLB 6472 SOUTH STRAITS HWY INDIAN STRAITS, MI 49749		Trade Vendor -				6,000.00
Account No. xx0612 FERRELLGAS (NORWALK OH) GARY HARMAN US 20 EAST P.O. BOX 110 NORWALK, OH 44857		Trade Vendor -				7,465.00
Account No. xx0617 FERRELLGAS (SAULT ST MARIE) PAT KOLB 15325 S M-129 SAULT ST. MARIE, MI 49783		Trade Vendor -				1,800.00
Sheet no. <u>4</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	32,790.00

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xx7600 FERRELLGAS (YANKTON, SD) STEVE SLAYBAUGH EAST HIGHWAY 50 YANKTON, SD 57078		-	Trade Vendor			3,600.00
Account No. xx1200 FREMONT VOLVO & GMC TRUCKS 3108 E STATE STREET P O BOX 626 FREMONT, OH 43420		-	Trade Vendor			2,951.98
Account No. xx0135 GAS ODORANT SERVICE & SUPPLY 24719 MILLERS LN KATY, TX 77493		-	Trade Vendor			1,510.32
Account No. xx9500 GELDBACH PETROLEUM / HERITAGE 340 CHAT RD PARK HILLS, MO 63601		-	Trade Vendor			12,600.00
Account No. xx0075 GENERAL FABRICATIONS CORP. 7777 MILAN RD SANDUSKY, OH 44870		-	Trade Vendor			58.10
Sheet no. <u>5</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	20,720.40

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xx0060 GREAT LAKES ENGRAVING SOLUTIONS 5318 BROOKLAWN DR TOLEDO, OH 43623		-	Trade Vendor			0.50
Account No. xx0079 GREAT LAKES PAINT & CHEMICAL 8285 BELLE VERNON DR NOVELTY, OH 44072		-	Trade Vendor			17,088.36
Account No. xx0080 GREAT LAKES SUPPLY CO.		-	Trade Vendor			11,998.80
Account No. xx0611 HERITAGE PROPANE (EASLEY SC)		-	Trade Vendor			400.00
Account No. xx5000 INERGY GAS (BELLEFONTAINE OH)		-	Trade Vendor			33,515.00
Sheet no. <u>6</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	63,002.66

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xx6696 INERGY GAS (WAPAKONETA OH) SANDY HUNTER 07985 COUNTY ROAD 33A WAPAKONETA, OH 45895		-	Trade Vendor			69,370.00
Account No. xx6795 IVC SOUTH INC 875 PROGRESS CENTER AVE LAWRENCEVILLE, GA 30043		-	Trade Vendor			0.34
Account No. xxx6673 JOSEPH T. RYERSON & SONS, INC. PO BOX 532496 ATLANTA, GA 30353		-	Trade Vendor			3,979.80
Account No. xx0102 KYLYNN, INC. 1623 COUNTY ROAD 37 FREMONT, OH 43420		-	Trade Vendor			81,740.93
Account No. xx0605 LIVE OAK GAS / INERGY JOHN SIMON 1717 HOWARD ST W P.O. DRAWER A Live Oak, FL 32064		-	Trade Vendor			4,500.00
Sheet no. <u>7</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	159,591.07

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xx0042 MYERS DES PROPANE SERVICE			Trade Vendor				21,900.00
Account No. xx1300 PACCAR LEASING LOCKBOX #676378 PO BOX 676378 DALLAS, TX 75267			Trade Vendor				1,541.60
Account No. xx0124 PARACO GAS CORP 800 WESTCHESTER AVE STE S604 RYE BROOK, NY 10573			Trade Vendor				296.00
Account No. xx7200 PERMA COAT LLC 9469 S 500 W STE A SANDY, UT 84070			Trade Vendor				13,133.70
Account No. xx0589 PROGAS (HART MI) DAMON MYERS 920 S STATE ST HART, MI 49420			Trade Vendor				250.00
Sheet no. <u>8</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	37,121.30

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xx0148 PROGRESS SERVICES, INC. 13948 PROGRESS PKWY NORTH ROYALTON, OH 44133		-	Trade Vendor			50.00
Account No. xx9400 READY MACHINE TOOL & DIE CORP. LU ANN NESTER 1321 N ILLINOIS AVE P.O. BOX 285 CONNERSVILLE, IN 47331		-	Trade Vendor			24,339.00
Account No. xx0162 SABROSKE ELECTRIC INC. PO BOX 666 FREMONT, OH 43420		-	Trade Vendor			140.00
Account No. xx0447 SARKA SHEET METAL & FAB. TODD SARKA 70 CLINTON AVE TIFFIN, OH 44883		-	Trade Vendor			675.00
Account No. xx2253 SHERWIN WILLIAM CO 395 OSAGE ST MAUMEE, OH 43537		-	Trade Vendor			33,183.82
Sheet no. <u>9</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	58,387.82

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. xx0514		Trade Vendor				22,455.00	
STAATS GAS ATTN: JOE 1400 E LEBANON RD DOVER, DE 19901	-						
Account No. xx6875		Trade Vendor				6,525.00	
SUBURBAN PROPANE P O BOX 305 13944 OLD HANOVER ROAD REISTERSTOWN, MD 21136	-						
Account No. xx9110		Trade Vendor				2,745.00	
SUBURBAN PROPANE CHANTEL HENDRIX 30405 SE 84TH STREET ISSAQUAH, WA 98027	-						
Account No. xx9900		Trade Vendor				1,030.00	
SUBURBAN PROPANE	-						
Account No. xx0622		Trade Vendor				7,070.00	
SUBURBAN PROPANE (CANTON NY)	-						
Sheet no. <u>10</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	39,825.00

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xx0585 SUBURBAN PROPANE (OAKLAND MD) ATTN: LINN 342 GARRETT HWY OAKLAND, MD 21550		-	Trade Vendor			1,284.00
Account No. xx9140 SUBURBAN PROPANE - 1140		-	Trade Vendor			7,155.00
Account No. xx6800 SUBURBAN PROPANE GAS CO PO BOX 206 WHIPPANY, NJ 07981		-	Trade Vendor			7,090.00
Account No. xx0530 TAYLOR WHARTON HEAD PLANT 201 TANK RD JESUP, GA 31545		-	Trade Vendor			2,481.35
Account No. xx9425 VERIZON NETWORK INTEGRATION 52 E SWEDES FORD RD FRAZER, PA 19355		-	Trade Vendor			19,639.49
Sheet no. <u>11</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	37,649.84

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. xx9300		Trade Vendor					
WORTHINGTON CYLINDERS CORP. ATTN: DUSTY MCCLINTOCK 200 W OLD WILSON BRIDGE RD WORTHINGTON, OH 43085	-					22,912.56	
Account No.							
Account No.							
Account No.							
Account No.							
Sheet no. <u>12</u> of <u>12</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	22,912.56
						Total (Report on Summary of Schedules)	1,331,301.25

In re American Welding & Tank LLCCase No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
AFF Co-Invest, L.P. c/o Audax Management Company LLC Attn: U Peter C Gummeson 280 Park Avenue, 20th Floor New York, NY 10017	Intercreditor Agreement
AGL Welding Supply Company, Inc. Attn: Jim Brancato 600 Route 46 West Clifton, NJ 07015	Rebate Agreement
AIWD Attn: Brent Kortus 982 Greenway Court Eagle Point, OR 97524	Rebate Agreement
American Land Development LLC c/o DRA Advisors LLC 220 East 42nd St. New York, NY 10017	Lease - Non-Residential Real Property
AmeriGas Propane L.P.	Sevice Agreement
Apex Propane Services Inc. Attn: Ricky Watkins 824 East Williams St. Apex, NC 27502	Consignment Agreement
Ark-La-Miss Gas Equip Co LLC Attn: Frazier Thompson 1091-B Raceway Road Greenville, MS 38703	Consignment Agreement
Arundel Gas&Water Conditionin Co Inc. Attn: Tom Parlett 3177 Solomons Is, Rd Edgewater, MD 21037	Consignment Agreement
Audax Co-Invest, L.P. c/o Audax Management Company LLC Attn: U Peter C Gummeson 280 Park Avenue, 20th Floor New York, NY 10017	Intercreditor Agreement

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Audax Mezzanine Fund II, L.P. c/o Audax Management Company LLC Attn: U Peter C Gummeson 280 Park Avenue, 20th Floor New York, NY 10017	Intercreditor Agreement
Audax Trust Co-Invest, L.P. c/o Audax Management Company LLC Attn: U Peter C Gummeson 280 Park Avenue, 20th Floor New York, NY 10017	Intercreditor Agreement
Axmen Propane Inc. 16440 Frenchtown Frontage Rd. Frenchtown, MT 59834	Consignment Agreement
Badger Energy Svcs LLC Attn: Ed Shukoski 720 N. Main St. Oconto Falls, WI 54154	Consignment Agreement
Baker/Doucette Industries Attn: Matt Baker DBA Woodstock Oil 7 South Main Street Bryant Pond, ME 04219	Consignment Agreement
Bemer Petroleum Corp. Attn: Michael Morrissey 210 Commerce St. Gladstonbury, CT 06033	Consignment Agreement
Bergquist Inc. Attn: Bob Barry 1100 King Rd. Toledo, OH 43617	Consignment Agreement
Blue Ridge Energies LLC Attn: Glenda Christian 110 Nuway Circle Lenoir, NC 28645	Consignment Agreement
Brown's Gas Co. Attn: Beverlee McFarland 423 4th St. 2nd Floor Marysville, CA 95901	Consignment Agreement
C & C Diversified Services LLC Attn: Brian Critoph 16654 SW Warfield Blvd Indiantown, FL 34956	Consignment Agreement

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
C & R Fleet Service Inc. Attn: Anthony Reid 353 O'Dell Rd. Griffin, GA 30224	Consignment Agreement
C.H. Robinson Worldwide Inc. Attn: Mark Walker 14800 Charlson Rd. Suite 1000 Eden Prairie, MN 55347-5050	Carrier Service Agreement
Cameron Management Inc. Attn: David Dodd 3000 Canby Street Harrisburg, PA 17103	Sale Agreement
Capitol City Propane Inc. Attn: Rick Vastola 7050 McComber St. PO Box 292698 Sacramento, CA 95828	Consignment Agreement
Carlyle Mezzanine Partners, L.P. c/o The Carlyle Group Attn: Lee R Landrum 11100 Santa Monica Blvd, Suite 400 Los Angeles, CA 90025	Intercreditor Agreement
Carolina Energies Inc. Attn: John Cansler 515 N. Dekalb St. Shelby, NC 28151	Consignment Agreement
Carper Farm Supply Inc. Attn: Jim Carper 300 N. Grand St. Ashley, IN 46703	Consignment Agreement
Cato Gas & Oil Attn: Phil Tonelli 1030 Marine Rd. Salisbury, MD 21801	Consignment Agreement
Century Propane LLC Attn: Bob Cox 27980 South Hwy Mulino, OR 97042	Consignment Agreement
Certified Cylinder Inc. 289 Sawmill Rd. Crosswill, TN 38555	Lease - Non-Residential Real Property

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Champagne's Energy Inc. Attn: Craig Millett 844 Old Post Rd. Arundel, ME 04046	Consignment Agreement
Charlotte Tank Trucks Inc. 2200 Border Drive Charlotte, NC 28208-4061	Consignment Agreement
Charter Fuels Inc. Attn: Douglas Pink 405 W. Linden St. Lancaster, WI 53813	Consignment Agreement
Combined Energy Svcs Inc. Attn: Mike Taylor 216 East Broadway Monticello, NY 12701	Consignment Agreement
Como Oil & Propane Attn: Will Norman 4330 West First St. Suite A. Duluth, MN 55807	Consignment Agreement
Corporation Service Company 2711 Centerville Road Wilmington, DE 19808	Service Agreement
Countrymark Attn: T. Smith 950 N. Meridian St. Indianapolis, IN 46204	Consignment Agreement
Davenport Energy Inc. Attn: Hal Thornton 108 S Main St. Chatham, VA 24531	Consignment Agreement
Dooley Petroleum Inc. Attn: Randy Dooley Highway 12 West Murdock, MN 56271	Consignment Agreement
Dunn Energy Cooperative N. 5725 600th St. Menomonie, WI 54751	Consignment Agreement
E.M. Sergeant Energy Svcs Inc. Attn: Pete Woodruff 542 East Michigan Ave. Kalamazoo, MI 49007	Consignment Agreement

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
EFI Global Inc. Attn: Tom Barker 2218 Northpark Drive Kingwood, TX 77339	Service Agreement
Ernst & Young 233 South Wacker Drive Chicago, IL 60606	Arbitration Agreement
Eshenaur Fuels Inc. Attn: David Skoczynski 200 South 41st St. Harrisburg, PA 17111	Consignment Agreement
F & M Mafco, Inc. Attn: Steve Ashworth PO Box 11013 Cincinnati, OH 45211-1113	Rebate Agreement
F.E.I. Inc. Attn: Brad Moen 913 14th Street Southwest Valley City, ND 58072	Consignment Agreement
Farmers Cooperative Association Attn: Frank Odstrcil 302 West Railroad St. Ogallala, NE 69153	Consignment Agreement
Farmers Union Oil Attn: P. Kuntz 105 Fourth Ave SW Rugby, ND 58368-1033	Consignment Agreement
Felker Propane & Truck Equipment LLC Attn: Dick Klein W 9576 Poker Flats Drive Dale, WI 54931	Consignment Agreement
Flagstaff Service Co. dba Flagstaff Prop Attn: Chad Thornsley 4316 North Highway 89 Flagstaff, AZ 86004	Consignment Agreement
FTI Consulting Attn: Jeff Litvak 333 West Wacker Drive, Suite 600 Chicago, IL 60606	Service Agreement
Gas Service Co., a Heritage Propane Co. Attn: Bernie Rekstad 1010 N. Lindberg Dr. Little Falls, MN 56345-1003	Consignment Agreement

Sheet 4 of 13 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Gas Supply & Equipment Co. Attn: Jack Wayman 1829 Railroad Ave Mt. Vernon, WA 98273	Consignment Agreement
General Electric Capital Corporation As Agent to the Lenders Attn: Account Manager Corporate Finance 501 West Monroe Street Chicago, IL 60661	Intercreditor Agreement
General Electric Capital Corporation, as 500 West Monroe Chicago, IL 60661	Credit Agreement
Green's Blue Flame Gas Co Inc. 13823 Packard St. Houston, TX 77240	Consignment Agreement
Growers Cooperative Attn: Joel Milner 2600 South 13th St. Terre Haute, IN 47802-3206	Consignment Agreement
Hamilton Farm Bureau Attn: Dave Montgomery 4670 Washington St. Hamilton, MI 49419-9694	Consignment Agreement
Heritage Prop LP dba Northern Energy Attn: L. Pope 1400 Guild Rd. Woodland, WA 98674-9585	Consignment Agreement
Heritage Prop LP dba Northern Energy Attn: S. Bedortha 2912 Highway 97 POBox J Redmond, OR 97756-8876	Consignment Agreement
Heritage Prop LP dba Northern Energy N. 411 Havana St. Spokane, WA 99202-4613	Consignment Agreement
Heritage Propane	Collaboration Agreement
Heritage Propane Partners L.P. dba Hall' 3751 Boulder Lane Owensboro, KY 42303	Consignment Agreement
Herring Gas PO Box 829 Meadville, MS 39653	Consignment Agreement

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
HLC LLC PO Box 267, 415 South Bells St. Alamo, TN 38001	Consignment Agreement
Holston Gases, Inc. Attn: Melvin Gay 222 Council Place Knoxville, TN 37920	Rebate Agreement
Illinois Oil Marketing Equipment Co. Inc Attn: George Washbond 850 Brenkman Drive Pekin, IL 61554	Consignment Agreement
Independent Oil Co. dba Dixie LP Gas Attn: Lynn Gray 305 Waco St. Hillsboro, TX 76645-2139	Consignment Agreement
Independent Utility Supply, Inc. Attn: Dwayne Cox 200 East Larch Road Tracy, CA 95304	Consignment Agreement
Inergy Gas LLC 60 Hannon St. Springfield, MA 01105	Consignment Agreement
J.C. Merriman Inc. PO Box 270, 90 South Main St. Norwood, NY 13668	Consignment Agreement
James Oxygen & Supply Co. Attn: Vance James 30 US Highway 321 NW Hickory, NC 28601	Consignment Agreement
Jones Welding and Industrial Supply, Inc Attn: Brandon Jones 1359 Schley Avenue Albany, GA 31707	Rebate Agreement
Keystone Propane Service Inc. 1201 Marshwood Rd. Throop, PA 18512	Consignment Agreement
Kim-Built Propane Inc. PO Box 53 Kimball, MN 55353	Consignment Agreement

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Koopman & Sons Attn: Leroy Koopman 209 E. 6th St. Colton, SD 57018	Consignment Agreement
Koppy's Propane Inc. Attn: David Koppenhaver Rt. 209 Box 36 Williamstown, PA 17098	Consignment Agreement
KTD Enterprises dba Mountain Petroleum Attn: Tim Vanderweile 40 Industrial Drive Shoon Lake, NY 12870	Consignment Agreement
Lake Arthur Butane 801 N Highway 26 Lake Arthur, LA 70549-3407	Consignment Agreement
M&M Holland Propane Inc. Attn: Ryan Holland 10035 US Route 219 West Valley, NY 14171	Consignment Agreement
Main Brother Oil Co. DBA Main Care Energ PO Box 11029 Albany, NY 12211	Consignment Agreement
Mallory's L.P. Products 1677 S Us Highway 69 Mineola, TX 75773	Consignment Agreement
Massey Wood & West Inc. PO Box 5003, 1713 Westwood Ave Richmond, VA 23220	Consignment Agreement
Matthees Oil Inc. Attn: Doug Matthees 31 Jefferson Drive St. Zumbrota, MN 55992	Consignment Agreement
Medford Cooperative Inc. Attn: D. Kalmon 160 Medford Plaza Medford, WI 54451-1595	Consignment Agreement
Merrill Communications LLC One Merrill Circle St. Paul, MN 55108	Service Agreement
Metal Technology Solutions and Prostar P	Purchase Agreement

Sheet 7 of 13 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Meteor Marketing, Inc. Attn: Gary Maul DBA Tri Valley Gas Co. 24501 County Road 25-41 Elbert, CO 80106	Consignment Agreement
Mid Columbia Propane Inc. Attn: Freddy Enriquez 3000 Odell Hwy Hood River, OR 97031	Consignment Agreement
Mirabito Fuel Group Attn: Gene Fuller 44 Grand St. Sidney, NY 13838	Consignment Agreement
Mitchell LP Gas Inc. Attn: Dick Knowles Osceola Mills, PA	Consignment Agreement
MN Marshall Propane Co. Attn: Mark Marshall 4851 Emil Rd. San Antonio, TX 78220	Consignment Agreement
New America Network Inc. dba NAI Global Attn: Transaction Coordinator 4 Independence Way , Suite 400 Princeton, NJ 08540	Service Agreement
New America Network Inc. dba NAI Global Attn: Transaction Coordinator 4 Independence Way , Suite 400 Princeton, NJ 08540	Service Agreement
New Horizons Supply Cooperative Attn: Nick Anderson 770 Lincoln Ave. Fennimore, WI 53808	Consignment Agreement
New Paris Oil Co. Attn: Loren Brubaker 317 North Washington St. New Paris, OH 45347	Consignment Agreement
Noco Energy Corp. 13613 Main Rd. Akron, NY 14001	Consignment Agreement
North Central Co-Op Inc. Attn: Roger McKaig 806 Logan St. Goshen, IN 46528-3509	Consignment Agreement

Sheet 8 of 13 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
North Central Coop Attn: Brian Clayton 806 East Logan St. Goshen, IN 46528-3509	Consignment Agreement
Novack and Macey LLP 100 North Riverside Plaza Chicago, IL 60606-1501	Services Agreement
Paccar Leasing Corporation PO BOX 676369 Dallas, TX 75267-6369	Lease - Personal Property
Paccar Leasing Corporation PO BOX 676369 Dallas, TX 75267-6369	Lease - Personal Property
Paccar Leasing Corporation PO BOX 676369 Dallas, TX 75267-6369	Lease - Personal Property
Paccar Leasing Corporation PO BOX 676369 Dallas, TX 75267-6369	Lease - Personal Property
Pacer Propane, Inc. Attn: Dave Blanchard 506 Industrial Way Molalla, OR 97038	Consignment Agreement
Palmer Gas Co., Inc. Attn: Bill Ermer 13 Hall Farm Road Atkinson, NH 03811	Consignment Agreement
Papco, LLC Attn: Henry Papiano 1709 South Burlington Road Brideton, NJ 08302	Consignment Agreement
Paraco Gas Corporation Attn: Arthur Ravo 2975 Westchester Avenue Purchase, NY 10577	Consignment Agreement
Partners Group Access 55, L.P. c/o Partners Group (Guernsey) Ltd Attn: Dennis O'Malley - Third Floor Tudor House, Le Bodge, St Peter Port Guernsey GY1 1BT	Intercreditor Agreement

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Patriot Propane Attn: Barry Miller 225 East Main Street Richland, PA 17087	Consignment Agreement
Penske Truck Leasing 10 Green Hills P.O. Box 563 Reading, PA 19603-0563	Lease - Personal Property
Penske Truck Leasing Co. L.P. 10 Green Hills P O Box 563 Reading, PA 19603-0563	Guarantor Agreement
Penske Truck Leasing Co. L.P. 10 Green Hills P O Box 563 Reading, PA 19603-0564	Lease - Personal Property
Penske Truck Leasing Co. L.P. 10 Green Hills P O Box 563 Reading, PA 19603-0564	Lease - Personal Property
Penske Truck Leasing Co. L.P. 10 Green Hills P O Box 563 Reading, PA 19603-0564	Lease - Personal Property
Penske Truck Leasing Co. L.P. 10 Green Hills P O Box 563 Reading, PA 19603-0564	Lease - Personal Property
Penske Truck Leasing Co. L.P. 10 Green Hills P O Box 563 Reading, PA 19603-0564	Lease - Personal Property
Penske Truck Leasing Co. L.P. 10 Green Hills P O Box 563 Reading, PA 19603-0564	Lease - Personal Property
Penske Truck Leasing Co. L.P. 10 Green Hills P O Box 563 Reading, PA 19603-0564	Lease - Personal Property

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Pine Tree Propane Attn: Randy Leqassie 43 Propance Lane Herman, ME 04401	Consignment Agreement
Platte Clay Propane LLC Attn: Jay Fisher 16250 HH Highway Platte City, MO 64079	Consignment Agreement
Polson Propane Attn: Ken Mitchell 63101 Highway 93 Polson, MT 59860	Consignment Agreement
Proflame, Inc. Attn: Fritz Gratzner 138 Bridon Way Jerome, ID 83338	Consignment Agreement
Propane Equipment and Supply Attn: Darrell Deppe 3768 South 300 West Salt Lake City, UT 84115	Consignment Agreement
Propane Plus Attn: Joseph Rose 177 Winthrop Street (Route 44) Rehoboth, MA 02769	Consignment Agreement
Prospect Propane Attn: Clay Pearce 2913 East Highway 146 LaGrange, KY 40031	Consignment Agreement
Ray Murray, Inc. Attn: Jim Murray Quarry Hill Business Park 50 Limestone Road, PO Box 339 Lee, MA 01238	Consignment Agreement
Reggie Hall 298 Sawmill Road Crossville, TN 38555	Consulting Agreement
Regions Propane of Alabama, LLC Attn: Randy Thompson 6708 Old National Pike Boonsboro, MD 21713	Consignment Agreement

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Rutherford Equipment Co. Attn: R. Rutherford 1981 Gees Mill Road Conyers, GA 30013	Consignment Agreement
Ryder Truck Rental, Inc D/B/A Ryder Tran Henry Alexander, General Mgr. 3147 Cleveland-726 Fremont, OH	Lease - Personal Property
Sherwood Valve LLC 2200 North Main Street Washington, PA 15301	Supply Agreement
Shred-It 1200 Corporate Boulevard Lancaster, PA 17601	Service Agreement
Sims L.P. Gas, Co. Attn: Ed Sims 2607 Fourth Avenue Moline, IL 61266	Consignment Agreement
Skip McKean Petroleum Transport Attn: Skip McKean 4 Hall Avenue PO Box 496 Henniker, NH 03242	Consignment Agreement
Southeast LP Tank Inspection, Inc. Attn: Bill Ashworth 40 Industry Drinve Boaz, AL 35956	Consignment Agreement
Southern States Coop, Inc. Attn: Steve Knox 6606 West Broad Street Richmond, VA 23230	Consignment Agreement
Southwest Gas Equipment Co., Inc. Attn: Joe Case 1330 South Kansas Avenue Liberal, KS 67901	Consignment Agreement
Steinheiser Propane, Inc Attn: Terry Steinheiser 19 Grant Street Butler, PA 16001	Consignment Agreement
Steven's Gas Service Attn: Matt Steven 189 Colchester Road Essex Junction, VT 05453	Consignment Agreement

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Structural Composites Industries LLC	Intercreditor Agreement
Suburban Propane Attn: S. Owlett 240 Route 10 West Whippany, NJ 07981-0206	Consignment Agreement
Tempaco Attn: Neill Evans 1701 Alden Road Orlando, FL 32803	Consignment Agreement
Triangle Svc Group Inc. dba Diversified P O Box 816 - 414 E. Wait Ave. Wake Forest, NC 27588	Consignment Agreement
W.S. Reichenbach and Son, Inc. Attn: Dan Reichenbanch 469 Schantz Road Allentown, PA 18104	Consignment Agreement
Watts Petroleum Corporation Attn: John Watts 419 Bradley Drive Lynchburg, VA 24501	Consignment Agreement
Worthington Cylinder Corporation 200 Old Wilson Bridge Rd. Columbus, OH 43085	Supply Agreement

In re American Welding & Tank LLCCase No. 09-14091 (BLS)

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

 Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Alpha One Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Alpha One Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Alpha One Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Alpha One Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Alpha One Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022
Alpha One Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Alpha One Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Alpha One Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Alpha One Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Beta Two Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Beta Two Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Beta Two Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Beta Two Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Beta Two Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022
Beta Two Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Beta Two Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Beta Two Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Beta Two Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT
Delta Four Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Delta Four Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Delta Four Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Delta Four Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Delta Four Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022
Delta Four Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Delta Four Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Delta Four Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Delta Four Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT
Epsilon Five Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Epsilon Five Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Epsilon Five Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Epsilon Five Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Epsilon Five Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022
Epsilon Five Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Epsilon Five Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Epsilon Five Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Epsilon Five Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT
Gamma Three Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Gamma Three Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Gamma Three Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Gamma Three Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Gamma Three Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022
Gamma Three Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Gamma Three Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Gamma Three Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Gamma Three Inc. 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT
Sherwood Valve, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Sherwood Valve, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Sherwood Valve, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Sherwood Valve, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Sherwood Valve, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022
Sherwood Valve, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Sherwood Valve, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Sherwood Valve, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Sherwood Valve, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT
Taylor-Wharton Intermediate Holdings LLC 4718 Old Gettysburg Rd Mechanicsburg, PA 17050	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Taylor-Wharton Intermediate Holdings LLC 4718 Old Gettysburg Rd Mechanicsburg, PA 17050	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Taylor-Wharton Intermediate Holdings LLC 4718 Old Gettysburg Rd Mechanicsburg, PA 17050	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Taylor-Wharton Intermediate Holdings LLC 4718 Old Gettysburg Rd Mechanicsburg, PA 17050	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Taylor-Wharton Intermediate Holdings LLC 4718 Old Gettysburg Rd Mechanicsburg, PA 17050	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Taylor-Wharton Intermediate Holdings LLC 4718 Old Gettysburg Rd Mechanicsburg, PA 17050	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Taylor-Wharton Intermediate Holdings LLC 4718 Old Gettysburg Rd Mechanicsburg, PA 17050	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Taylor-Wharton Intermediate Holdings LLC 4718 Old Gettysburg Rd Mechanicsburg, PA 17050	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Taylor-Wharton Intermediate Holdings LLC 4718 Old Gettysburg Rd Mechanicsburg, PA 17050	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT
TW Cryogenics, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Cryogenics, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Cryogenics, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Cryogenics, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Cryogenics, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
TW Cryogenics, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
TW Cryogenics, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
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TW Cryogenics, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT
TW Cylinders, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Cylinders, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Cylinders, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Cylinders, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Cylinders, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
TW Cylinders, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
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TW Cylinders, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
TW Cylinders, LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT
TW Express LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	AFF Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Express LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Express LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Mezzanine Fund II L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Express LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Audax Trust Co-Invest L.P. 101 Huntington Ave 24th Floor Boston, MA 02199
TW Express LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Carlyle Mezzanine Partners L.P. 520 Madison Ave 41st Floor New York, NY 10022

In re American Welding & Tank LLC

Case No. 09-14091 (BLS)

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
TW Express LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
TW Express LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
TW Express LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	General Electric Capital Corporation Attn: Jeff Bottcher 500 West Monroe 17th Floor Chicago, IL 60661
TW Express LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Partners Group 56 L.P. PO Box 557 Tudor House, Le Bordage St. Peter Port Guernsey, GY1 1BT

United States Bankruptcy Court
District of Delaware

In re American Welding & Tank LLC

Debtor(s)

Case No. 09-14091 (BLS)

Chapter 11

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of ___ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date _____

Signature: _____
Debtor

Date _____

Signature: _____
(Joint Debtor, if any)

[If joint case, both spouses must sign.]

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the Treasurer [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the corporation [corporation or partnership] named as a debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 51 sheets [total shown on summary page plus 1], and that they are true and correct to the best of my knowledge, information, and belief.

Date January 5, 2010

Signature: [Handwritten Signature]
Denise Z. MacIvor

[Print or type name of individual signing on behalf of debtor]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court
District of Delaware**

In re **American Welding & Tank LLC**

Debtor(s)

Case No. **09-14091 (BLS)**

Chapter **11**

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$63,542,807.78	YTD 11/17/09 - Gross Sales
\$98,905,764.09	FYE 12/31/08 - Gross Sales
\$5,866,934.54	FYE 12/31/07 - Gross Sales

2. Income other than from employment or operation of business

None State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

3. Payments to creditors

None *Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Thomas Osborne v. American Welding & Tank Co., et al 07CV001294	Personal Injury	Court of Common Pleas, Sandusky County, OH	Request for an Order of Stay filed on 12/08/09
U.S. Consumer Product Safety Commission v. AWT	Conversion underground propane storage tanks defects	The Office of Compliance and Field Operations	Matter closed
Vanikiotis Investment & Leasing Inc v AWT 90918224	Alleged Breach of Contract	Third Judicial District Court of Salt Lake County, State of Utah	Request for an Order of Stay filed on 12/08/09 Dismissed with Prejudice

- None b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

- None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

- None a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

- None List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
Amerigas Employee Promotion		09/14/09	Best Buy Gift Certificate of \$100.00
Canwest United Way		10/21/09	Best Buy Gift Certificate of \$100.00
French Camp Academy Chamberlain Hunt Academy French Camp, MS 39745		03/31/09	Memorial Donation for John Blossman \$100.00

8. Losses

- None List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case.** (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
See Attachment 8		

9. Payments related to debt counseling or bankruptcy

- None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
See Attachment 9		

10. Other transfers

- None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

- None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

- None List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

- None If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
P.O. Box 66 Bloomfield Industrial Park Bloomfield, IA 52537	American Welding & Tank LLC	12/07

16. Spouses and Former Spouses

- None If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18 . Nature, location and name of business

None a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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None b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

19. Books, records and financial statements

- None a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Leonard York 4718 Old Gettysburg Pa, Suite 300 Mechanicsburg, PA 17055	11/09 to Present
Ken Totten 4718 Old Gettysburg Rd Mechanicsburg, PA 17055	06/08 to Present
Joe Folger 4718 Old Gettysburg Pa Mechanicsburg, PA 17055	01/08 to 10/09
Doug Shuff 4718 Old Gettysburg Rd Mechanicsburg, PA 17055	12/07 to 05/08

- None b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
KPMG LLP	1601 Market Street Philadelphia, PA 19103	Opening Balance Sheet 12/07/07 (Audit Procedures Only) Year Ending 12/31/07 (Audit Procedures Only) Year Ending 12/31/09 (Audit Procedures Only)

- None c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
Leonard York	4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055
Ken Totten	4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055

- None d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED
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20. Inventories

- None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
Quarterly Cycle Counts	Hugh Renner	N/A - Cycle Counts
Quarterly Cycle Counts	Paul Goodin	N/A - Cycle Counts
Quarterly Cycle Counts	Gary Carr	N/A - Cycle Counts
Quarterly Cycle Counts	Joe Cantani	N/A - Cycle Counts

- None b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
Quarterly Cycle Counts	AWT-Fremont Plant 721 Graham Drive Fremont, OH 43420
Quarterly Cycle Counts	AWT-Salt Lake Plant 5601 Axel Park Road West Jordan, UT 84088
Quarterly Cycle Counts	AWT-Certified Cylinders Plant 3415 Highway 70E Crossville, TN 38557
Quarterly Cycle Counts	AWT - Head Plant 111 Tank Road Jesup, GA 31598

21 . Current Partners, Officers, Directors and Shareholders

- None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
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- None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
Leonard York 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Vice President and Secretary	
Michelle Minick 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Assistant Secretary	
Nathan Brown 676 N. Michigan Ave, Suite 3700 Chicago, IL 60611	Board Member and Vice President	
Richard Kracum 676 N. Michigan Ave, Suite 3700 Chicago, IL 60611	Board Member	
Taylor-Wharton International LLC 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Member	100% Membership Unit Ownership
Terry Ross 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	President	
William Corbin 4718 Old Gettysburg Rd, Suite 300 Mechanicsburg, PA 17055	Board Member and CEO	

22 . Former partners, officers, directors and shareholders

- None a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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- None b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
Doug Shuff 112 Iron Valley Drive Lebanon, PA 17042	Vice President and Controller	05/08
Joe Folger 5235 Andrea Drive Wescosville, PA 18106	Vice President and Secretary	10/09
Michael Larsen 1805 Silver Pine Circle Mechanicsburg, PA 17050	President	01/09
Robert Gdomski 2332 Spring Valley Road Bethlehem, PA 18015	Board Member and CEO	07/09
Ted Reilly 470 Woodcrest Drive Mechanicsburg, PA 17050	President	10/09

23 . Withdrawals from a partnership or distributions by a corporation

- None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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24. Tax Consolidation Group.

- None If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
TWI-Holding LLC	26-1408154

25. Pension Funds.

- None If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

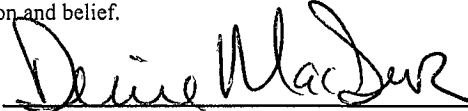
NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
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DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date January 5, 2010

Signature



Denise Z. MacIvor
Treasurer

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**American Welding & Tank LLC
STATEMENT OF FINANCIAL AFFAIRS
ATTACHMENT 8**

(8) Losses

DESCRIPTION OF PROPERTY/CLAIM	VALUE OF PROPERTY/CLAIM	DESCRIPTION OF CIRCUMSTANCES	COVERED BY INSURANCE	DATE OF LOSS
Automobile Damages	\$41,670.85	Insured Vehicle struck other vehicle	Yes-Recovered in Full	05/23/08
Automobile Damages	\$505.68	Other Vehicle Damage: falling object from insured vehicle fault	Yes-Recovered in Full	03/19/08
Automobile Damages	\$1,216.06	Insured Vehicle struck other vehicle	Yes-Recovered in Full	04/24/08
Automobile Damages	\$7,181.22	Insured Vehicle struck other vehicles; secondary impact	Yes-Recovered in Part	07/22/09
Automobile Damages	\$3,205.00	Insured Vehicle struck other vehicles; secondary impact	Yes-Pending	07/22/09
Automobile Damages	\$1,500.00	Insured Vehicle struck other vehicles; secondary impact	Yes-Pending	07/22/09
Automobile Damages	\$5,000.00	Insured Vehicle struck other vehicles; secondary impact	Yes-Pending	07/22/09
Automobile Damages	\$1,282.84	Insured Vehicle struck other vehicle	Yes-Recovered in Full	05/21/09
Automobile Damages	\$2,468.00	Insured Vehicle Damage: Other vehicle fault	Yes-Recovered in Full	04/29/08
Automobile Damages	\$479.33	Insured Vehicle Damage: Other vehicle fault	Yes-Recovered in Full	04/29/08
Automobile Damages	\$5,806.78	Other Vehicle Damage: Insured vehicle fault	Yes-Recovered in Full	05/02/08
Automobile Damages	\$125,000.00	Insured Vehicle domicile damage/personal injury	Yes-Pending	11/25/08
Automobile Damages	Undetermined	Insured Vehicle property damage	Yes-Pending	02/18/08
Automobile Damages	Undetermined	Insured Vehicle damage: other vehicle fault	Yes-Pending	09/29/08
Automobile Damages	Undetermined	Insured Vehicle damage: other vehicle fault	Yes-Pending	09/29/08
Automobile Damages	Undetermined	Insured Vehicle damage: falling object from insured vehicle	Yes-Pending	09/14/09
Automobile Damages	\$1,130.91	Insured Vehicle damage: falling object from insured vehicle	Yes-Recovered in Full	08/28/09
Automobile Damages	\$1,000.00	Payload damage: struck other vehicle	Yes-Pending	10/24/09
Automobile Damages	Undetermined	Insured Vehicle damage: other vehicle fault	Yes-Pending	04/29/08
General - Vehicle Damages	Undetermined	Vehicle damage: falling object from insured vehicle fault	Yes-Pending	09/28/09
Workers Compensation Claim	\$121,515.66	Body Injury: Hip trauma	Yes-Recovered in Part	11/17/08
Workers Compensation Claim	\$79.20	Equipment Injury: Arm burn	Yes-Recovered in Full	01/12/08
Workers Compensation Claim	\$455.36	Falling Equipment Injury: Foot trauma	Yes-Recovered in Full	01/31/08
Workers Compensation Claim	\$1,602.96	Falling Equipment Injury: Thumb contusion	Yes-Recovered in Full	02/12/08
Workers Compensation Claim	\$261.23	Equipment Injury: Finger contusions	Yes-Recovered in Full	03/19/08
Workers Compensation Claim	\$65,637.26	Falling Equipment Injury: Knee strain	Yes-Recovered in Full	04/08/08
Workers Compensation Claim	\$305.30	Falling Equipment Injury: Hand injury	Yes-Recovered in Full	05/29/08
Workers Compensation Claim	\$130.45	Equipment Injury: Hand trauma	Yes-Recovered in Full	06/05/08

**American Welding & Tank LLC
STATEMENT OF FINANCIAL AFFAIRS
ATTACHMENT 8**

(8) Losses

DESCRIPTION OF PROPERTY/CLAIM	VALUE OF PROPERTY/CLAIM	DESCRIPTION OF CIRCUMSTANCES	COVERED BY INSURANCE	DATE OF LOSS
Workers Compensation Claim	\$577.12	Equipment Injury: Finger/Hand contusion	Yes-Recovered in Full	06/17/08
Workers Compensation Claim	\$103.88	Equipment Injury: Hand contusion	Yes-Recovered in Full	06/25/08
Workers Compensation Claim	\$683.42	Body Injury: Forearm injury	Yes-Recovered in Full	06/30/08
Workers Compensation Claim	\$645.62	Equipment Injury: Finger injury	Yes-Recovered in Full	05/19/09
Workers Compensation Claim	Undetermined	Employee Fall: Knee contusion	Yes-Pending	02/06/08
Workers Compensation Claim	\$52.37	Body Movement Injury: Back strain	Yes-Recovered in Full	07/07/08
Workers Compensation Claim	\$89.20	Body Injury: Foreign matter in eye	Yes-Recovered in Full	09/16/08
Workers Compensation Claim	\$640.50	Body Injury: Back strain	Yes-Recovered in Full	01/15/09
Workers Compensation Claim	\$301.24	Falling Equipment Injury: Hand contusion	Yes-Recovered in Full	02/19/09
Workers Compensation Claim	\$47,705.14	Body Movement Injury: Back sprain	Yes-Recovered in Part	03/06/09
Workers Compensation Claim	\$68.00	Impact with Stationary Object Injury: Head/Neck Trauma	Yes-Recovered in Full	03/12/09
Workers Compensation Claim	\$234.34	Falling Equipment Injury: Hand contusion	Yes-Recovered in Full	09/04/09
Workers Compensation Claim	\$927.47	Body Injury: Eye abrasions/burns	Yes-Recovered in Full	09/23/09
Workers Compensation Claim	Undetermined	Body Injury: Elbow strain	Yes-Pending	11/03/09
Workers Compensation Claim	\$645.30	Body Injury: Foreign matter in eye	Yes-Recovered in Full	12/30/08
Workers Compensation Claim	Undetermined	Falling Equipment Injury: Head trauma	Yes-Pending	02/27/09
Workers Compensation Claim	\$76.72	Equipment Injury: Toe contusion	Yes-Recovered in Full	11/05/09
Workers Compensation Claim	Undetermined	Falling Equipment Injury: Shoulder strain	Yes-Pending	11/25/09
Workers Compensation Claim	\$1,432.86	Body Movement Injury: Shoulder dislocation	Yes-Recovered in Full	02/07/09
Workers Compensation Claim	\$726.76	Falling Equipment Injury: Toe contusion	Yes-Recovered in Full	09/25/09
Workers Compensation Claim	Undetermined	Equipment Injury: Forearm injury	Yes-Pending	10/02/09
Workers Compensation Claim	\$17,087.50	Body Injury: Physiological disease	Yes-Recovered in Part	02/26/09
(18k)Gallon Propane Storage Tank Operation Loss	\$25,000.00	Equipment Failure: 1 day Plant evacuation	No - Under Deductible	09/09/08

**American Welding & Tank LLC
STATEMENT OF FINANCIAL AFFAIRS
ATTACHMENT 9**

(9) Payments Related to Bankruptcy Within One Year

NOTE: The following payments were made by Taylor- Wharton International LLC on behalf of itself and related debtors Alpha One, Inc., American Welding & Tank, LLC, Beta Two, Inc., Delta Four, Inc., Epsilon Five, Inc., Gamma Three, Inc., Taylor-Wharton Intermediate Holdings LLC, Sherwood Valve LLC, TW Cryogenics LLC, TW Cylinders LLC, TW Express LLC and TWI-Holding LLC.

<u>NAME AND ADDRESS OF PAYEE</u>	<u>NAME OF PAYOR, IF OTHER THAN DEBTOR</u>	<u>DATE OF PAYMENT</u>	<u>AMOUNT PAID</u>
Alvarez & Marsal 600 Lexington Avenue 5th Floor New York, NY 10022	Taylor- Wharton International LLC	04/30/09	\$150,000.00
		06/01/09	\$58,137.50
		06/30/09	\$178,798.70
		07/31/09	\$150,745.70
		08/17/09	\$150,595.70
		09/03/09	\$150,281.98
		10/06/09	\$150,163.45
		10/31/09	\$150,038.62
			\$1,138,761.65
Audax Management 101 Huntington Avenue Boston, MA 02199	Taylor- Wharton International LLC	09/24/09	\$13,397.63
			\$13,397.63
CRG Partners Group LLC 2 Atlantic Avenue Boston, MA 02110	Taylor- Wharton International LLC	05/13/09	\$13,679.05
		05/22/09	\$23,982.75
		05/22/09	\$33,653.38
		06/30/09	\$53,071.96
		06/30/09	\$45,047.04
		06/30/09	\$62,725.54
		06/30/09	\$45,143.33
		06/30/09	\$22,042.01
		07/31/09	\$9,172.12
		07/31/09	\$7,456.08
		07/31/09	\$20,920.90
		07/31/09	\$8,605.58
		07/31/09	\$24,445.02
		08/14/09	\$22,402.02
		08/14/09	\$60,009.40
		08/21/09	\$5,990.74
08/27/09	\$7,048.53		
09/08/09	\$5,465.35		
09/22/09	\$783.75		
			\$471,644.55

**American Welding & Tank LLC
STATEMENT OF FINANCIAL AFFAIRS
ATTACHMENT 9**

(9) Payments Related to Bankruptcy Within One Year

NOTE: The following payments were made by Taylor- Wharton International LLC on behalf of itself and related debtors Alpha One, Inc., American Welding & Tank, LLC, Beta Two, Inc., Delta Four, Inc., Epsilon Five, Inc., Gamma Three, Inc., Taylor-Wharton Intermediate Holdings LLC, Sherwood Valve LLC, TW Cryogenics LLC, TW Cylinders LLC, TW Express LLC and TWI-Holding LLC.

<u>NAME AND ADDRESS OF PAYEE</u>	<u>NAME OF PAYOR, IF OTHER THAN DEBTOR</u>	<u>DATE OF PAYMENT</u>	<u>AMOUNT PAID</u>
General Electric Capital Corporation 500 West Monroe Street 17th Floor Chicago, IL 60661	Taylor- Wharton International LLC	05/19/09	\$24,775.40
		05/28/09	\$172,700.00
		07/31/09	\$44,664.36
		07/31/09	\$217,325.00
		07/31/09	\$25,027.30
		09/22/09	\$6,455.33
		09/22/09	\$6,547.50
		09/22/09	\$56,400.00
		09/30/09	\$117,975.29
		10/22/09	\$21,309.84
		11/11/09	\$20,530.66
			<u>\$713,710.68</u>
Greenberg Traurig LLP 77 West Wacker Drive Suite3100 Chicago, IL 60601	Taylor- Wharton International LLC	08/27/09	\$911.00
			<u>\$911.00</u>
JHF Consulting LLC 5235 Andrea Drive Wescosville, PA 18106	Taylor- Wharton International LLC	11/16/09	\$1,588.05
			<u>\$1,588.05</u>
Joele Franke, Wilkinson Brimme 140 East 45th Street New York, NY 10017	Taylor- Wharton International LLC	06/30/09	\$30,000.00
		08/17/09	\$24,982.72
		10/29/09	\$30,000.00
			<u>\$84,982.72</u>
Kiski Consulting LLC 110 Nathaniel Court Mooresville, NC 28117	Taylor- Wharton International LLC	06/16/09	\$500,000.00
		06/30/09	\$41,666.67
		07/31/09	\$41,666.67
		08/27/09	\$41,666.67
		09/30/09	\$41,666.67
			<u>\$666,666.68</u>
KPMG LLP PO Box 120001 Dallas, TX 75312-0566	Taylor- Wharton International LLC	10/21/09	\$14,258.00
		10/30/09	\$2,347.00
		10/30/09	\$1,216.00
			<u>\$17,821.00</u>
Lockton Companies, LLC 444 West 47th Street Suite 900 Kansas City, MO 64112	Taylor- Wharton International LLC	11/16/09	\$25,000.00
			<u>\$25,000.00</u>

**American Welding & Tank LLC
STATEMENT OF FINANCIAL AFFAIRS
ATTACHMENT 9**

(9) Payments Related to Bankruptcy Within One Year

NOTE: The following payments were made by Taylor- Wharton International LLC on behalf of itself and related debtors Alpha One, Inc., American Welding & Tank, LLC, Beta Two, Inc., Delta Four, Inc., Epsilon Five, Inc., Gamma Three, Inc., Taylor-Wharton Intermediate Holdings LLC, Sherwood Valve LLC, TW Cryogenics LLC, TW Cylinders LLC, TW Express LLC and TWI-Holding LLC.

<u>NAME AND ADDRESS OF PAYEE</u>	<u>NAME OF PAYOR, IF OTHER THAN DEBTOR</u>	<u>DATE OF PAYMENT</u>	<u>AMOUNT PAID</u>
Merrill Communications, LLC CM-9638 St. Paul, MN 55170-9638	Taylor- Wharton International LLC	05/28/09	\$5,000.00
		07/31/09	\$40,040.90
		09/08/09	\$2,214.25
		10/22/09	\$348.75
		10/22/09	\$62.50
		10/22/09	\$673.50
			\$48,339.90
Neal, Gerber & Eisenberg LLP 2 North LaSalle St, Suite 1700 Chicago, IL 60602	Taylor- Wharton International LLC	04/30/09	\$25,000.00
		06/30/09	\$20,000.00
		10/31/09	(\$16,240.30)
			\$28,759.70
Proskauer Rose LLP 1585 Broadway New York, NY 10036-8299	Taylor- Wharton International LLC	07/31/09	\$16,571.96
		07/31/09	\$48,075.00
		08/17/09	\$31,230.10
		08/27/09	\$97,665.23
		10/29/09	\$38,224.33
			\$231,766.62
Reed Smith LLP 2672 PAYSphere Circle Chicago, IL 60674	Taylor- Wharton International LLC	05/01/09	\$10,206.10
		06/01/09	\$73,263.75
		06/02/09	\$5,665.97
		06/30/09	\$5,424.25
		06/30/09	\$139,301.70
		10/12/09	\$33,764.71
		10/29/09	\$85,962.79
11/16/09	\$346,558.30		
			\$700,147.57
Shipman & Goodwin One Constitution Plaza Hartford, CT 06103-1919	Taylor- Wharton International LLC	08/10/09	\$315.00
			\$315.00
Sitrick And Company 1840 Century Park East Suite 800 Los Angeles, CA 90067	Taylor- Wharton International LLC	11/16/09	\$25,000.00
		11/16/09	\$67,000.00
			\$92,000.00

**American Welding & Tank LLC
STATEMENT OF FINANCIAL AFFAIRS
ATTACHMENT 9**

(9) Payments Related to Bankruptcy Within One Year

NOTE: The following payments were made by Taylor- Wharton International LLC on behalf of itself and related debtors Alpha One, Inc., American Welding & Tank, LLC, Beta Two, Inc., Delta Four, Inc., Epsilon Five, Inc., Gamma Three, Inc., Taylor-Wharton Intermediate Holdings LLC, Sherwood Valve LLC, TW Cryogenics LLC, TW Cylinders LLC, TW Express LLC and TWI-Holding LLC.

<u>NAME AND ADDRESS OF PAYEE</u>	<u>NAME OF PAYOR, IF OTHER THAN DEBTOR</u>	<u>DATE OF PAYMENT</u>	<u>AMOUNT PAID</u>
The Boathouse Group LLC 295 West 11th Street, SUITE 1KL New York, NY 10014	Taylor- Wharton International LLC	07/31/09	\$10,179.18
		07/31/09	\$26,016.43
		07/31/09	\$8,300.23
		08/03/09	\$8,150.00
		08/10/09	\$7,051.33
		08/21/09	\$5,200.00
		08/31/09	\$6,800.00
		10/22/09	\$7,600.00
		10/29/09	\$11,550.00
		10/29/09	\$10,395.63
		10/31/09	\$10,937.97
		11/16/09	\$10,869.34
		11/16/09	\$41,251.34
		\$164,301.45	
York And Company Inc. 505 Bastrop Street Suite 202 Houston, TX 77003	Taylor- Wharton International LLC	11/16/09	\$37,500.00
			\$37,500.00