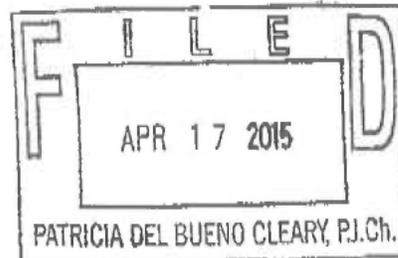


JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs



By: Glenn T. Graham (013822009) / Jeffrey Koziar (015131999)
Deputy Attorneys General

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MONMOUTH COUNTY
DOCKET NO. MON-C-80-13 & C-190-13

JOHN J. HOFFMAN, Acting Attorney General of the State of New Jersey, STEVE C. LEE, Acting Director of the New Jersey Division of Consumer Affairs, and HOWARD PINE, Acting Superintendent of the State of New Jersey, Office of Weights and Measures,

Plaintiffs,

Civil Action

v.

PASMEL PROPERTY, INC.; DANINKA FUEL, INC. d/b/a GETTY; MANTUA PIKE LUKOIL, INC. d/b/a EXPRESS FUEL OF TRENTON; ELM - ST. GEORGE S/S INC. d/b/a KEYPORT DELTA; EVERGREEN LUKOIL INC. d/b/a MANASQUAN LUKOIL; LAWRENCEVILLE LUKOIL, INC.; SCOTCH PLAINS LUKOIL, INC.; LEE TRANSPORT SYSTEMS, LLC; AND ZEPHYR OIL AND GAS, LLC; JANE AND JOHN DOES 1-10, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of PASMEL PROPERTY, INC.; DANINKA FUEL, INC. d/b/a GETTY; MANTUA PILE LUKOIL, INC. d/b/a EXPRESS FUEL OF TRENTON; ELM - ST. GEORGE S/S INC. d/b/a KEYPORT DELTA; EVERGREEN LUKOIL INC. d/b/a MANASQUAN LUKOIL; LAWRENCEVILLE LUKOIL, INC.; SCOTCH PLAINS LUKOIL, INC.; LEE TRANSPORT SYSTEMS, LLC; AND ZEPHYR OIL AND GAS, LLC and XYZ CORPORATIONS 1-10,

**FINAL
CONSENT
ORDER AS TO
ZEPHYR OIL
AND
GAS, LLC**

Defendants.

PASMEL PROPERTY, INC., et al.,

Defendants / Third-Party Plaintiffs

v.

ZEPHYR OIL AND GAS, LLC, et al.,

Third-Party Defendants.

WHEREAS the parties to this Action and Final Consent Order (“Consent Order”) are plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey (“Attorney General”), Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs (“Director”), and Howard Pine, Acting Superintendent of the State of New Jersey, Office of Weights and Measures (“Superintendent”) (collectively, “Plaintiffs”),¹ and defendant Zephyr Oil and Gas, LLC (“Zephyr Oil”) (collectively “Parties”).

WHEREAS on May 20, 2013 Plaintiffs commenced this Action, alleging that Zephyr Oil violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), through its Sale, distribution and/or causing the distribution of Aviation Fuel that was misrepresented as traditional grades of fuel being sold for motor vehicle use.

WHEREAS Zephyr Oil denied all material allegations asserted by Plaintiffs in the Action;

WHEREAS Zephyr Oil strenuously denies that it has engaged in any misrepresentation, fraud or deceptive practices prohibited by paragraphs 5.1 through paragraph 5.3 of this Consent Order; Zephyr Oil continues to assert that they had no knowledge of any deceptive practices allegedly committed by others and had no communications with other named parties until after the delivery of the product took place; and Zephyr Oil enters this settlement agreement in the interest of avoiding protracted litigation which would be time consuming and costly;

¹ This action was commenced on behalf of Jeffrey S. Chiesa, former Attorney General, Eric T. Kanefsky, former Director, and Robert J. Campanelli, former Superintendent. Pursuant to R. 4:34-4, the caption has been revised to reflect the current Attorney General, Director and Superintendent.

WHEREAS Plaintiffs and Zephyr Oil acknowledge that this is a settlement of disputed issues and Zephyr Oil neither admits nor denies the allegations made against it in the Complaint and maintains that it did not act in any deceptive manner;

WHEREAS this Consent Order shall not be deemed or construed in any other proceeding as: (1) an admission of the truth or falsity of any claims or allegations made; (2) an admission by Zephyr Oil that it has violated any law, statute, including the CFA, regulation, term, provision, covenant, or obligation of any agreement; or (3) an acknowledgement or admission by Zephyr of any duty, obligation, fault, or liability whatsoever to any party in this Action or to any third party;

WHEREAS this Consent Order shall not be used as evidence or precedent in any action or proceeding, except an action or proceeding brought to enforce or collect on this Consent Order;

WHEREAS Zephyr Oil has cooperated fully with Plaintiffs' prosecution of this action;

WHEREAS Zephyr Oil has expressed its desire to continue its cooperation with Plaintiffs in their prosecution of the remaining defendants in this Action; and

WHEREAS on this basis and to avoid the necessity of additional time and expense and, in recognition of Zephyr Oil's cooperation in this Action, the Parties have agreed to the terms that follow in this Consent Order.

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Order. The Court retains jurisdiction for the

purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Order.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Order shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Monmouth County.

3. EFFECTIVE DATE

3.1 This Consent Order shall be effective on the date that it is entered with the Court ("Effective Date").

4. DEFINITIONS

As used in this Consent Order, the following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

4.1 "Action" shall refer to the matter titled John J. Hoffman, Acting Attorney General of the State of New Jersey, Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs, and Robert J. Howard Pine, Acting Superintendent of the State of New Jersey, Office of Weights and Measures v. Pasmel Property, Inc., Daninka Fuel, Inc. d/b/a Getty, Mantua Pike Lukoil, Inc. d/b/a Express Fuel of Trenton, Elm -- St. George S/S Inc. d/b/a Keyport Delta, Evergreen Lukoil Inc. d/b/a Manasquan Lukoil, Lawrenceville Lukoil, Inc., Scotch Plains Lukoil, Inc., Lee Transport Systems, LLC, and Zephyr Oil and Gas, LLC, Superior Court of New Jersey, Chancery Division, Monmouth County, Docket No. MON-C-80-13, Consolidated Docket

No. MON-C-190-13, and all pleadings and proceedings related thereto, including the Complaint, filed May 20, 2013.

4.2 "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a).

4.3 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

4.4 "Aviation Fuel" shall refer to 100 octane aviation gasoline.

4.5 "Consumer" shall refer to any Person who is offered Merchandise for Sale.

4.6 "Division" or "Division of Consumer Affairs" shall refer to the New Jersey Division of Consumer Affairs.

4.7 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c) and includes Aviation Fuel.

4.8 "New Jersey" and "State" shall refer to the State of New Jersey.

4.9 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).

4.10 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Zephyr Oil shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA.

5.2 Zephyr Oil shall not Advertise, offer for Sale, sell, distribute and/or cause to be distributed Aviation Fuel as traditional grades of motor fuel (e.g. regular gasoline, plus gasoline and/or premium gasoline).

5.3 Zephyr Oil shall not Advertise, offer for Sale, sell, distribute and/or cause to be distributed Aviation Fuel to any retail motor fuel station in the State.

6. SETTLEMENT PAYMENT

6.1 The Parties have agreed to a settlement of the Action in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) pursuant to N.J.S.A. 56:8-13 ("Settlement Payment").

6.2 Zephyr Oil has agreed to make the Settlement Payment to Plaintiffs on or before the Effective Date.

6.3 The Settlement Payment shall be made by bank check, cashier's check, certified check, money order, wire transfer, credit card or other guaranteed funds made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to the undersigned:

Glenn T. Graham, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

6.4 Upon making the Settlement Payment, Zephyr Oil shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

7. DISMISSAL OF ACTION AS TO ZEPHYR OIL

7.1 The entry of this Consent Order constitutes a dismissal with prejudice of Plaintiffs' allegations in this Action as to Zephyr Oil only. This Consent Order is limited to Plaintiffs and Zephyr Oil and will not affect the remaining parties to the Action.

8. GENERAL PROVISIONS

8.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

8.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

8.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

8.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Plaintiffs and Zephyr Oil.

8.5 Except as otherwise explicitly provided for in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

8.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

8.7 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

8.8 This Consent Order is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of Zephyr Oil; and (b) an admission by Zephyr Oil that any of its acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate any of the Consumer protection laws of the State. This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Order; or (b) any action or proceeding involving a Released Claim (as defined in Section 10) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

8.9 Nothing contained in this Consent Order shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Consent Order with respect to any of the matters contained herein.

8.10 The Parties represent and warrant that their signatories to this Consent Order have authority to act for and bind the respective Parties.

8.11 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

9. DUTY TO COOPERATE

9.1 Zephyr Oil shall cooperate with Plaintiffs in their continued prosecution against the remaining defendants in this Action.

10. RELEASE

10.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Zephyr Oil making the Settlement Payment, Plaintiffs hereby agree to release Zephyr Oil from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Plaintiffs could have brought prior to the Effective Date against Zephyr Oil for violations of the CFA as alleged in the Action, as well as the matters specifically addressed in this Consent Order ("Released Claims").

10.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Zephyr Oil by any other agency or subdivision of the State.

11. PENALTIES FOR FAILURE TO COMPLY

11.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Order or to seek sanctions for violations hereof or both.

12. COMPLIANCE WITH ALL LAWS

12.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- (a) Relieving Zephyr Oil of its obligations to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- (b) Limiting or expanding any right the Plaintiffs may otherwise have to obtain information, documents or testimony from Zephyr Oil pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Zephyr Oil may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

13. NOTICES UNDER THIS CONSENT ORDER

13.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Order shall be sent by the United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

Glenn T. Graham, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For Zephyr Oil:

Michael Wenning, Esq.
Keith, Winters & Wenning, L.L.C.
Main Street and Lareine Avenue
Bradley Beach, New Jersey 07720

IT IS ON THE 17 DAY OF April 2015 SO ORDERED,
ADJUDGED AND DECREED.

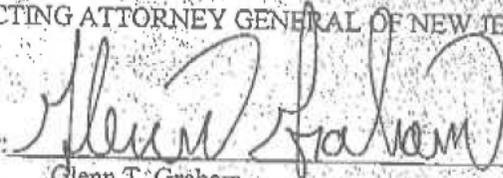

HON. PATRICIA DEL BUENO CLEARY, P.J., CH.



JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 

Dated: April 16, 2015

Glenn T. Graham
Deputy Attorney General
Consumer Fraud Prosecution Section

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR ZEPHYR OIL:

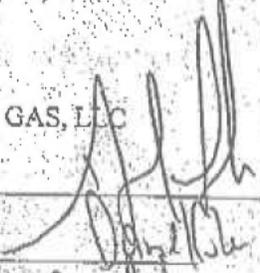
KEITH, WINTERS & WENNING, L.L.C

By: 

Dated: 3/17, 2015

Michael Wenning, Esq.
Keith, Winters & Wenning, L.L.C.
Main Street and Lareine Avenue
Bradley Beach, New Jersey 07720
Telephone: (732) 774-1212

ZEPHYR OIL AND GAS, LLC

By: 

Dated: 3/17, 2015

Print Name: _____

Print Title or Position: _____

Daniel W. Maguire

