

Consumers Oil Corporation, and Delaware Petroleum Company, Inc. (collectively, “Consumers” or the “Settling Defendant”) having amicably resolved their dispute before trial without any admission of liability:

BACKGROUND

1. Plaintiffs New Jersey Department of Environmental Protection (“DEP”), and the Administrator of the New Jersey Spill Compensation Fund (“Administrator”) (collectively, “the Plaintiffs”) initiated this action on September 10, 2002, by filing a complaint against defendant Consumers and others, pursuant to the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to 58:10-23.24, which complaint was amended by way of a First Amended Complaint filed on or about October 31, 2003 (collectively, “the Complaint”).

2. Plaintiffs DEP and Administrator, in their complaint, seek reimbursement of the costs they allege they have incurred, and will incur, with respect to the Consumers Property and the Hillwood Lakes Site, and damages for any natural resource of this State that has been, or may be, injured by the discharge of hazardous substances at the Consumers Property and the Hillwood Lakes Site located in Ewing Township, New Jersey.

3. The Settling Defendant subsequently filed responsive pleadings in which it denies liability, and asserts various defenses to the allegations contained in the Plaintiffs’ Complaint. Consumers’ Motion for Summary Judgment seeking dismissal of the Plaintiffs’ claim that Consumers must compensate the Plaintiffs for the costs of well-sealing and the installation of a waterline because the Plaintiffs had no proof that a discharge occurred at the Consumers Property prior to the discovery of contamination at the Hillwood Lakes Site during Consumers’ ownership and operation of the Consumers Property was granted by Court Order dated March 30, 2007. Plaintiffs’ claims concerning Natural Resource Damages were dismissed with prejudice by Court Order on August 24, 2007.

4. By entering into this Consent Judgment, the Settling Defendant does not admit any liability arising from the transactions or occurrences the Plaintiffs allege in the Complaint, the Administrative Action or the Directives.

5. The Hillwood Lakes Site is located in a mixed commercial and residential area, and it has beneath it a freshwater aquifer which, before contamination was detected in 1987, used to provide drinking water to residents of that neighborhood.

6. Plaintiffs allege that at some time prior to April 1987, “hazardous substances,” as defined in N.J.S.A. 58:10-23.11b., were “discharged” at and from the three gasoline stations at the Hillwood Lakes Site, including the Consumers property, within the meaning of N.J.S.A. 58:10-23.11b. and N.J.S.A. 58:10-23.11f.a.(l).

7. Sampling results and site inspections revealed the presence of various hazardous substances in the ground water and soils at the Hillwood Lakes Site.

8. Ground water is a “natural resource” of the State, as defined in N.J.S.A. 58:10-23.11b., which allegedly has been injured by the discharges of hazardous substances at and from the stations at the Hillwood Lakes Site.

9. On March 8, 1990, Plaintiff DEP issued a Spill Act directive (“Directive”) to the Settling Defendant and others pursuant to N.J.S.A. 58:10-23.11f.a., directing the Settling Defendant and the others to fund or perform the site investigation and remedial action and the assessment, restoration and replacement of any natural resource that has been, or may be, injured by the discharges of hazardous substances at and from each of the respective station properties.

10. On December 27, 1999, Plaintiff DEP issued a “Field Directive and Notice to Insurer(s)” (“Field Directive I”) to the Settling Defendant and others pursuant to N.J.S.A. 58:10-

23.11a, et seq., directing the Settling Defendant and others to sample potable wells serving real property located on Hilltop Road, in Ewing, New Jersey.

11. On February 10, 2005, Plaintiff DEP issued a “Field Directive and Notice to Insurer(s)” (“Field Directive II”) to the Settling Defendant and others pursuant to N.J.S.A. 58:10-23.11a, et seq., directing the Settling Defendant and others to sample potable wells serving real property located on Hilltop Road, Upper Ferry Road, Hampton Road, Brighton Road, and Stuart Ave., in Ewing, New Jersey. The Directive, Field Directive I and Field Directive II are collectively referred to herein as the “Directives.”

12. Plaintiff DEP issued Delaware Petroleum Co. an Administrative Order and Notice of Civil Administrative Penalty Assessment (EA ID# PEA06002-00834) (“AO/NOCAPA”) for the Consumers Property, dated December 21, 2006. Plaintiff DEP sought, among other things, an administrative penalty of \$12,000 and certain remediation for alleged violations that occurred at the Consumers Property. Consumers timely filed a Request for an Administrative Appeal, denying all Plaintiff DEP’s allegations in the AO/NOCAPA. Consumers’ Request for an Administrative Appeal was granted, and transferred to the Office of Administrative Law under OAL Docket No. ESR 10385-2007S (the “Administrative Action”). A discharge from underground storage tanks (“USTs”) at the Consumers property was reported in 1992 (92-12-9-1627-26). Consumers has conducted remedial activities including a remedial investigation and remedial action in response to the 1992 discharge. The USTs were closed and remediation of the reported discharge was conducted with the oversight of a DEP case manager, as documented in NJDEP case file for Program Interest No. 000834.

13. Plaintiff DEP has allegedly incurred, and allegedly will continue to incur, costs to investigate and remediate the Hillwood Lakes Site.

14. Plaintiff Administrator has certified, and will continue to certify, for payment, valid claims made against the Spill Fund concerning the Hillwood Lakes Site, and, further, has approved, and will continue to approve, other appropriations to remediate the Hillwood Lakes Site.

15. Plaintiffs DEP and Administrator have also incurred, and will continue to incur, costs and damages, including lost value and reasonable assessment costs, for any natural resource of this State that has been, or may be, injured by the discharges of hazardous substances at the Hillwood Lakes Site.

16. The costs and damages Plaintiffs DEP and Administrator have incurred, and will incur, for the Hillwood Lakes Site are “cleanup and removal costs” within the meaning of N.J.S.A. 58:10-23.11b.

17. The Parties to this Consent Judgment recognize, and this Court by entering this Consent Judgment finds, that the Parties to this Consent Judgment have negotiated this Consent Judgment in good faith; that by entering into this Consent Judgment the Plaintiffs are agreeing to dismiss with prejudice the Complaint and the Directives and are settling the Administrative Action, and will not seek Natural Resource Damages from the Settling Defendant for the Hillwood Lakes Site as a result of the Order dated August 24, 2007, referenced in paragraph C above; that Consumers is agreeing to settle all of Plaintiffs’ alleged Past Cleanup and Removal Costs and Future Cleanup and Removal Costs for the Site and the Administrative Action consistent with the terms of this Consent Judgment, but will not pay Natural Resource Damages for the Site as a result of the Order dated August 24, 2007, referenced in paragraph C above; that the implementation of this Consent Judgment will allow the Parties to this Consent Judgment to avoid continued, prolonged and complicated litigation; and that this Consent Judgment is fair, reasonable, and in the public interest.

18. Defendant Consumers denies all of Plaintiffs' allegations in the Complaint, Directives and Administrative Action, and their inclusion in this Consent Judgment does not constitute, reflect, or suggest any waiver or admission by Consumers.

19. The parties to this Consent Judgment ("the Parties") recognize, and the Court by entering this Consent Judgment finds, that the Parties have negotiated this Consent Judgment in good faith, that the implementation of this Consent Judgment will expedite the remediation of the Hillwood Lakes Site and avoid continued, prolonged and complicated litigation among the Parties, and that this Consent Judgment is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties, it is hereby ORDERED and ADJUDGED:

JURISDICTION

20. This Court has jurisdiction over the subject matter of this action pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to 58:10-23.24. This Court also has personal jurisdiction over the Parties, solely for the purposes of this Consent Judgment and the underlying complaint. The Parties waive all objections and defenses they may have to jurisdiction of the Court, or to venue in this County. The Parties shall not challenge the Court's jurisdiction to enforce this Consent Judgment.

PARTIES BOUND

21. This Consent Judgment applies to, and is binding upon, Plaintiff DEP, Plaintiff Administrator, the Settling Defendant, and their successors and assigns.

DEFINITIONS

22. Unless otherwise expressly provided, terms used in this Consent Judgment that are defined in the Spill Act or in the regulations promulgated under the Spill Act, shall have their statutory or regulatory meaning. Whenever defined terms (as listed below or in other Paragraphs) are used in this Consent Judgment, the definitions shall apply solely for purposes of this Consent

Judgment. Consumers denies that these definitions are legally correct, and Plaintiffs and Consumers deny that they set any precedent:

“Administrator” shall mean the Administrator of the New Jersey Spill Compensation Fund, who is appointed pursuant to N.J.S.A. 58:10-23.11j.

“Consent Judgment” shall mean this Consent Judgment and any appendices identified in Section XVIII.

“Consumers Property” shall mean the gasoline station property at the northwest corner of Route 31 and Upper Ferry Road, Ewing Township, Mercer County, New Jersey, this property being also known and designated as Block 228, Lot 19, on the Tax Map of Ewing Township, which Plaintiff DEP has designated as Site Remediation Program Interest No. 000834.

“Day” shall mean a calendar day unless expressly stated to be a working day. “Working day” shall mean a day other than a Saturday, Sunday, or State holiday. In computing time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State holiday, time shall run until the close of business of the next working day.

“DEP” shall mean the New Jersey Department of Environmental Protection and any successor department or agency of the State.

“Future Cleanup and Removal Costs” shall mean all costs, including direct and indirect costs, that Plaintiffs DEP and Administrator will incur after the date that the Court enters this Consent Judgment, to remediate the Hillwood Lakes Site.

“Interest” shall mean interest at the rate established by R. 4:42 of the then-current edition of the New Jersey Court Rules.

“Natural Resource Damages” shall mean all claims arising from discharges at the Property that occurred prior to the effective date of this Consent Judgment, and that are recoverable by the

Plaintiffs as natural resource damages for injuries to natural resources under the Spill Act; the Water Pollution Control Act; the Oil Pollution Act, 33 U.S.C.A. § § -2701 to 2701; the Clean Water Act, 33 U.S.C.A. § § 1251 to -1387; the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C.A. § § 9601-9675 or any other state or federal common law, statute, or regulation, and include:

a. The costs of assessing injury to natural resources and natural resource services, Plaintiff DEP's Office of Natural Resource Restoration's oversight costs determined pursuant to N.J.A.C. 7:26C-4.7, attorney's fees, consultants' and experts' fees, other litigation costs, and interest, incurred prior to the effective date of this Consent Judgment; and

b. Compensation for restoration of the lost value of, injury to, or destruction of natural resources and natural resource services. Natural Resource Damages do not include:

compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages.

requirements to clean up any contamination as a result of discharges at the Consumers Property.

“Paragraph” shall mean a portion of this Consent Judgment identified by an arabic numeral or an upper case letter.

“Parties” shall mean Plaintiff DEP, Plaintiff Administrator and the Settling Defendant.

“Past Cleanup and Removal Costs” shall mean all costs, including direct and indirect costs, Plaintiffs DEP and Administrator incurred on or before the date that the Consent Judgment is entered by the Court, to remediate the Hillwood Lakes Site, including DEP's oversight costs at the Site through the date of the entry of this Consent Judgment.

“Remediation” shall mean all necessary actions to investigate and clean up or respond to any

known, suspected or threatened discharge of contaminants including, as necessary, the preliminary assessment, site investigation, remedial investigation and remedial action, provided, however, that “remediation” shall not include the payment of compensation for damage to, or loss of, natural resources.

“Section” shall mean a portion of this Consent Judgment identified by a roman numeral.

“Settling Defendant” or “Consumers” or “Defendant” shall mean defendants SLF, Inc. t/a Consumers Oil Corporation and Delaware Petroleum Company and any successor, assign, trustee in bankruptcy, or receiver appointed pursuant to a proceeding in law or equity (“Related Entity”), but only to the extent that the alleged liability of any Related Entity for remediating the site is based upon its status and in its capacity as a Related Entity, and not to the extent that the alleged liability of the Related Entity with respect to the Site arose independently of its status and capacity as a Related Entity of the Settling Defendant.

“Site” or “Hillwood Lakes Site” shall mean the Consumers Property, the two adjacent gasoline stations at the intersection of Route 31 and Upper Ferry Road, and any adjacent areas where soil or ground water have been contaminated by discharges at these properties, consisting of approximately 43 acres of real property, and all other areas where any hazardous substance discharged there has become located. The Site shall also include the Hilltop Road area, which includes, but is not limited to, all those residential properties listed in the Directives, and the area extending to 19 Upper Ferry Road, located in Ewing Township, New Jersey.

“Spill Act” shall mean the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to 58:10-23.24.

“Spill Fund” shall mean the New Jersey Spill Compensation Fund established pursuant to N.J.S.A. 58:10-23.11i.

PARTIES' OBJECTIVES

23. The Parties' objectives in entering into this Consent Judgment are to protect public health and safety and the environment by the Settling Defendant agreeing to undertake, pursuant to the Site Remediation Reform Act, N.J.S.A. 58:10C-1, et seq. and the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1.1, et seq., work set forth in the June 30, 2010 letter from The Whitman Companies, Inc. ("the Scope of Work"), and to reimburse Plaintiffs for their Past Cleanup and Removal Costs and to satisfy Plaintiffs' claims for Future Cleanup and Removal Costs, in return for Plaintiffs DEP and Administrator agreeing to resolve and settle their claims against the Settling Defendant concerning the Hillwood Lakes Site, the Directives and the Administrative Action, and to afford Settling Defendant full contribution protection, all as stated in this Consent Judgment.

SETTLING DEFENDANT'S COMMITMENTS

24. (a) Within 30 days of the Parties filing a fully executed Stipulation of Settlement of the Administrative Action with the New Jersey Office of Administrative Law pursuant to Paragraph 8(b) of this Consent Judgment, the Settling Defendant shall pay plaintiff DEP \$6,000.00 to settle the AO/NOCAPA and the Administrative Action.

(b) The Settling Defendant shall also pay Plaintiff DEP the sum of \$33,000.00 ("Settlement Amount") in settlement of all Past Cleanup and Removal Costs and Future Cleanup and Removal Costs. Payment of the Settlement Amount shall be made in equal quarterly amounts, over three years, beginning 90 days after the entry of this Consent Judgment. No interest shall accrue on any unpaid balance of the Settlement Amount, unless payment is not completed within three years. Notwithstanding the foregoing, Settling Defendants may make full payment of the settlement amount prior to the expiration of the three-year period.

25. The Settling Defendant shall pay the amounts specified in Paragraph 24 above by certified check made payable to the “Treasurer, State of New Jersey.” The Settling Defendant shall mail or otherwise deliver the payments to the Section Chief, Environmental Enforcement Section, Department of Law and Public Safety, Division of Law, Richard J. Hughes Justice Complex, 25 Market Street, P.O. Box 093, Trenton, New Jersey 08625-0093.

26. (a) The Settling Defendant shall perform the proposed Scope of Work set forth in the June 30, 2010 letter from The Whitman Companies at the Consumers Property (“the Scope of Work”), as more fully described in the Scope of Work, in response to Plaintiff DEP’s allegations that a new discharge allegedly arose from the current operating UST system at the Consumers Property. Settling Defendant is agreeing to conduct the Scope of Work through the Licensed Site Remediation Professional (“LSRP”) Program, pursuant to Paragraph 26(b) and in accordance with N.J.S.A. 58:10C-1, et seq. and N.J.A.C. 7:26C-1.1, et seq.

(b) For purposes of any administrative or mandatory time frames that may apply to Settling Defendant’s performance of the Scope of Work, pursuant to the N.J.S.A. 58:10C-1, et seq. and N.J.A.C. 7:26C-1.1, et seq., the compliance time frame shall commence 120 days from the entry of this Consent Judgment by the Court.

DEP & THE ADMINISTRATOR’S COVENANTS

27. (a) The Settling Defendant will perform the Scope of Work pursuant to the Administrative Requirements for the Remediation of Contaminated Site (“ARRCS Rules”), N.J.A.C. 7:26C; the Technical Requirements for Site Remediation (“Tech Rules”), N.J.A.C. 7:26E, and the Underground Storage Tank statute and regulations (“UST Rules”), N.J.S.A. 58:10A et seq. and N.J.A.C. 7:14B, respectively. The Settling Defendant will remediate any contamination detected during the implementation of the Scope of Work that resulted from a discharge at the Property, regardless of the age of that contamination or its specific on-site origin, unless the Settling

Defendant is not a discharger or in any way responsible to remediate any such contamination under the Spill Act. The Settling Defendant's LSRP may issue a Response Action Outcome ("RAO") for any Remediation performed under the Scope of Work. Notwithstanding the foregoing, the Settling Defendant's LSRP may issue a separate RAO for Spill No. 92-12-9-1627-26 associated with the former underground storage tank system at the Property prior to the completion of the Scope of Work whenever appropriate as that LSRP may determine.

(b) Within thirty (30) days of the entry of this Consent Judgment by the Court, the Plaintiffs shall execute and deliver to Defendants a Stipulation of Settlement of the Administrative Action, which Defendants shall file with the New Jersey Office of Administrative Law.

(c) In consideration of the payments that the Settling Defendant is making pursuant to Paragraph 24 above and its agreement to perform the Scope of Work and any necessary Remediation arising under the Scope of Work at the Property, and upon the issuance of a RAO by the Settling Defendant's LSRP for Spill No. 92-12-9-1627-26, Plaintiffs DEP and the Administrator will fully and forever release and covenant not to sue or take administrative action against the Settling Defendant for, and agree that no further Remediation of the Property is required under, Spill Nos. 89-08-21-0903 and 92-12-9-1627-26, Field Directive I, Field Directive II, and the Notice of Deficiency, dated October 7, 2009.

28. In further consideration of the payments pursuant to Paragraph 24 above and the work the Settling Defendant is doing pursuant to Paragraph 26 above, and except as otherwise provided in Paragraphs 32 through 35 below, the Plaintiffs fully and forever release and covenant not to sue, and agree not to otherwise take administrative action against the Settling Defendant for any and all of the Plaintiffs' causes of actions for any cleanup and removal costs, including not seeking Natural Resource Damages from Consumers for the Site as a result of the Order dated August 24, 2007,

referenced in Paragraph 3 above, or any other costs and/or damages from Consumers that the Plaintiffs have allegedly incurred or will incur in the future, resulting from the discharge of hazardous substances at the Site prior to the effective date of this Consent Judgment; provided, however, that the covenant not to sue provided by this paragraph shall not extend to Future Cleanup and Removal Costs incurred by Plaintiffs DEP and/or the Administrator to remediate a discharge of hazardous substances at the Consumers Property that Consumers has failed to remediate in conformity with any RAO issued for the Scope of Work, for which Consumers is a discharger or is in any way responsible under the Spill Act .

29. The covenants and releases contained in Paragraphs 27 and 28 above shall take effect upon Plaintiffs DEP and Administrator receiving the payments the Settling Defendant is required to make pursuant to Paragraphs 24 and 25 above, in full, and in the prescribed time and manner and upon the issuance of a RAO by the Settling Defendant's LSRP for Spill No. 92-12-9-1627-26.

30. The covenants and releases contained in Paragraphs 27 and 28 above extend only to the Settling Defendant, and not to any other person.

DEP & ADMINISTRATOR'S RESERVATIONS

31. Notwithstanding any other provision of this Consent Judgment, but subject to the provisions of paragraph 27(c), Plaintiffs DEP and Administrator reserve, and this Consent Judgment is without prejudice to, the Plaintiffs' right to sue or take administrative action to compel the Settling Defendant to further remediate, or to reimburse Plaintiff DEP and/or the Spill Fund for any additional costs and damages incurred because of undiscovered contamination found on the Consumers Property for which Consumers is in any way responsible under the Spill Act if, after Consumers's LSRP issues a RAO for the Scope of Work on the Consumers Property, Plaintiffs receive information, previously unknown to Plaintiffs, in whole or in part; and these previously unknown conditions or information, caused by a discharge for which Consumers is a discharger or is

in any way responsible, indicate that the RAO issued for the Scope of Work at the Consumers Site is not protective of human health and safety or the environment, pursuant to N.J.S.A. 58:10C-22.

32. For the purposes of Paragraph 31, the information and the conditions known to Plaintiffs shall include the information and conditions known to Plaintiffs and/or Settling Defendant's LSRP as of the date Consumers's LSRP issues a RAO for the Scope of Work for the Consumers Property.

33. Notwithstanding any other provision other than as set forth in this Consent Judgment, and subject to the provisions of this Consent Judgment, Plaintiffs DEP and Administrator retain all authority, and reserve all rights, to undertake any remediation authorized by law concerning the Hillwood Lakes Site.

34. The covenants contained in Paragraphs 27 and 28 above do not pertain to any matters other than those expressly stated. Except as otherwise provided for in this Consent Judgment, Plaintiffs DEP and Administrator reserve, and this Consent Judgment is without prejudice to, all rights against the Settling Defendant concerning all other matters, including the following:

- a. claims based on the Settling Defendant's failure to satisfy any term or provision of this Consent Judgment;
- b. liability arising from the Settling Defendant's past, present or future discharge or unsatisfactory storage or containment of any hazardous substance outside the Site;
- c. liability for any future discharge or future unsatisfactory storage or containment of any hazardous substance by Consumers at the Consumers Property;
- d. criminal liability; and

e. liability for any violation of federal or state law due to a new discharge by Consumers at the Site that occurs after entry of this Consent Judgment, during or after the performance of the work set forth in the Scope of Work.

SETTLING DEFENDANT'S COVENANTS

35. The Settling Defendant covenants not to oppose entry of this Consent Judgment by this Court, or to challenge any provision of this Consent Judgment, if this Consent Judgment is entered within 60 days of Consumers' execution hereof, unless Plaintiffs DEP and Administrator notify the Settling Defendant, in writing, prior to entry of this Consent Judgment, that they no longer support entry of the Consent Judgment.

36. The Settling Defendant further covenants, subject to Paragraphs 37 and 38 below, not to sue or assert any claim or cause of action against the State, including any department, agency or instrumentality of the State, concerning the Hillwood Lakes Site, other than as necessary to seek enforcement of any rights or benefits accorded Consumers under this Consent Judgment. This covenant shall include the following:

a. any direct or indirect claim for reimbursement from the Spill Fund concerning the Consumers Property; and

b. any claim or cause of action concerning the Remediation of the Hillwood Lakes Site by Plaintiffs, including Plaintiff DEP's selection, performance or oversight of the Remediation, or Plaintiff DEP's approval of the plans for the Remediation, other than as necessary to preclude unreasonable, arbitrary and/or capricious enforcement of any rights or benefits accorded Consumers under this Consent Judgment and other applicable laws and regulations.

SETTLING DEFENDANT'S RESERVATIONS

37. The Settling Defendant reserves, and this Consent Judgment is without prejudice to, claims against the State of New Jersey, subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1

to -12-3; the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to 13-10; the New Jersey Constitution, N.J. Const. art. VIII, §2, ¶2; or any other applicable provision of law, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any State employee while acting within the scope of his office or employment under circumstances where the State, if a private person, would be liable to the claimant. Any such claim, however, shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a State employee as that term is defined in N.J.S.A. 59:1-3; nor shall any such claim include a claim based on plaintiff DEP's selection and performance of the remediation or plaintiff DEP's oversight or approval of the Settling Defendant's plans or activities relating to the remediation. The foregoing applies only to claims that the Settling Defendant may bring pursuant to any statute other than the Spill Act, and for which the waiver of sovereign immunity is found in a statute other than the Spill Act.

38. Nothing in this Consent Judgment shall be deemed to constitute preauthorization of a claim against the Spill Fund within the meaning of N.J.S.A. 58:10-23.11k. or N.J.A.C. 7:1J.

FINDINGS & ADMISSIONS OF LIABILITY

39. Nothing contained in this Consent Judgment shall be considered an admission by the Settling Defendant with respect to any matter, allegation or finding whether known or unknown. Nothing contained in this Consent Judgment shall be considered a finding by Plaintiffs DEP and Administrator, of any wrongdoing or liability on the Settling Defendant's part for anything the Plaintiffs have actual knowledge of having occurred at the Hillwood Lakes Site as of the effective date of this Consent Judgment.

EFFECT OF SETTLEMENT & CONTRIBUTION PROTECTION

40. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Judgment. The preceding sentence

shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Judgment may have under applicable law.

41. The Settling Defendant expressly reserves all rights, including any right to contribution, defenses, claims, demands, and causes of action that the Settling Defendant may have concerning any matter, transaction, or occurrence concerning the Site against any person not a Party to this Consent Judgment.

42. When entered, this Consent Judgment will constitute a judicially approved settlement under the meaning of N.J.S.A. 58:10-23.11f.a.(2)(b) and 42 U.S.C.A. §9613(f)(2) for the purpose of providing protection to the Defendant from contribution actions. The Parties agree, and by entering this Consent Judgment this Court finds, the Settlement Defendants is paying its fair share of the costs and damages asserted by the Plaintiffs in the Complaint except for Natural Resource Damages and that the Settlement Defendant is entitled, upon fully rendering payment pursuant to Paragraphs 24 and 25 of this Consent Judgment, to protection from contribution actions or claims for matters addressed in this Consent Judgment and/or Complaint, including Past Cleanup and Removal Costs and Future Cleanup and Removal Costs, except for Natural Resource Damages. The Parties further agree that Plaintiffs will not oppose any motion or application by Settling Defendant in any action in which Settling Defendant seeks contribution protection that this Consent Judgment is intended to provide, except for Natural Resource Damages. The Parties further agree that in any future settlement that Plaintiffs reach with any other person regarding the matters addressed in this Consent Judgment and/or Complaint, Plaintiffs will require a provision in the settlement that such person will not seek and thereby waives all rights of contribution regarding the matters addressed in this Consent Judgment and/or the Complaint from Settling Defendants, except for Natural Resource Damages.

43. In order for the Defendant to obtain protection under N.J.S.A. 58:10-23.11f(a)(2)(b) from contribution claims concerning matters addressed in this Consent Judgment, which is subject to a 30 day comment period, the Plaintiffs published notice of this Consent Judgment in the New Jersey Register on December 2, 2013 and on Plaintiff's website, in accordance with N.J.S.A. 58:10-23.11e.2. Such notice included the following information:

The caption of this case;

The name and location of the Consumers Property;

The names of the Settling Defendant; and

A summary of the terms of this Consent Judgment.

44. The Plaintiffs, in accordance with N.J.S.A. 58:10-23.11e2, arranged for written notice of the Consent Judgment to all other potentially responsible parties of whom the Plaintiffs had notice as the date the Plaintiffs published notice in the New Jersey Register of the proposed settlement in this matter, in accordance with Paragraph 43 above.

45. The Plaintiffs will submit this Consent Judgment to the Court for entry unless, as a result of the notice of this Consent Judgment, the Plaintiffs receive information that discloses facts or considerations that indicate to them, in their sole discretion, that the Consent Judgment is inappropriate, improper or inadequate.

46. The Parties agree, and by entering this Consent Judgment this Court finds, the Settling Defendant is entitled, as of the effective date of this Consent Judgment, to full protection from contribution actions or claims for matters addressed in this Consent Judgment and/or Complaint. For the purposes of this Consent Judgment, "matters addressed" shall mean those matters contained in this Consent Judgment, including, but not limited to, (a) Past Cleanup and Removal

Costs and Future Cleanup and Removal Costs; and (b) the Remediation of the Hillwood Lakes Site and Consumers Property.

47. The Settling Defendant further agrees that with respect to any suit or claim for contribution it may bring for matters addressed in this Consent Judgment, it shall notify the Plaintiffs, in writing, no later than 20 days before initiating the suit or claim.

48. The Settling Defendant also agrees that with respect to any suit or claim for contribution brought against it for matters addressed in this Consent Judgment, it will notify the Plaintiffs, in writing, within 20 days of service of the complaint on it. In addition, the Settling Defendant agrees to notify the Plaintiffs, in writing, within 20 days of service or receipt of any dispositive motion, and within 20 days of receipt of any order from a court setting the case for trial. Failure of the Settling Defendant to provide notice to Plaintiffs consistent with Paragraph 47, shall not constitute a waiver by Settling Defendants of any rights or remedies that the Settling Defendant has at law or under this Consent Judgment for contribution protection.

49. Plaintiffs DEP and Administrator enter into this Consent Judgment pursuant to the police powers of the State of New Jersey for the enforcement of the laws of the State and the protection of the public health and safety and the environment. All obligations imposed upon the Settling Defendant by this Consent Judgment are continuing regulatory obligations pursuant to these police powers.

50. No payment owed or made pursuant to this Consent Judgment is intended to constitute a debt, damage claim, penalty or other claim that may be limited or discharged in a bankruptcy proceeding.

ACCESS TO INFORMATION

51. Upon receipt of a written request by Plaintiff DEP or plaintiff Administrator, the Settling Defendant shall submit or make available to Plaintiff DEP all information relevant to the claims made in Civil Action No. MER-L-2933-02 that the Settling Defendant has concerning the Hillwood Lakes Site, including technical records and contractual documents, but excluding information or documents that are confidential, privileged, constitute protected attorney work product, or have already been made available to Plaintiffs.

52. The Settling Defendant may assert a claim of confidentiality or privilege for any information submitted to plaintiff DEP or plaintiff Administrator pursuant to this Consent Judgment. The Settling Defendant, however, agrees not to assert any privilege or confidentiality claim to preclude production of sampling data related to the Hillwood Lakes Site conditions, sampling, or monitoring.

RETENTION OF RECORDS

53. The Settling Defendant shall preserve during the pendency of this Consent Judgment and for a minimum of seven years after its effective date, all data and information, including technical records, potential evidentiary documentation and contractual documents, in the Settling Defendant's possession or in the possession of its divisions, employees, or agents, which in any way concern the Consumers Property, despite any document retention policy to the contrary.

NOTICES AND SUBMISSIONS

54. Except as otherwise provided in this Consent Judgment, whenever written notice or other documents are required to be submitted by one Party to another, they shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing.

As to Plaintiffs DEP & Administrator:

Section Chief
Environmental Enforcement Section
Department of Law & Public Safety
Division of Law
Richard J. Hughes Justice Complex
P.O. Box 093
Trenton, New Jersey 08625-0093
609-984-4863

As to Defendant Consumers:

Thomas J. Burns, Esq.
5 Greentree Center, Suite 201
525 Route 73 North
Marlton, NJ 08053, and

Cristina Stummer, Esquire
Saul Ewing LLP
750 College Road East, Suite 100
Princeton, New Jersey 08540

55. All submissions shall be considered effective upon receipt, unless otherwise provided in this Consent Judgment.

56. The Settling Defendant shall not construe any informal advice, guidance, suggestions, or comments by plaintiff DEP, plaintiff Administrator, or by persons acting for plaintiff DEP or plaintiff Administrator, as relieving the Settling Defendant of its obligation to obtain written approvals or modifications as required by this Consent Judgment.

EFFECTIVE DATE

57. The effective date of this Consent Judgment shall be the date upon which this Consent Judgment is entered by the Court.

RETENTION OF JURISDICTION

58. This Court retains jurisdiction over both the subject matter of this Consent Judgment and the Parties, except as relating to the Administrative Action for which the Court does not have jurisdiction, for the duration of the performance of the terms and provisions of this Consent

Judgment and the Site Investigation for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction of this Consent Judgment, or to effectuate or enforce compliance with its terms, or to resolve disputes.

APPENDICES

59. The following appendix are attached to and incorporated into this Consent Judgment:
“Appendix A” is the June 30, 2010 Scope of Work.

MODIFICATION

60. This Consent Judgment, including the appendix identified in Paragraph 60, represents the entire integrated agreement between plaintiff DEP, plaintiff Administrator, and the Settling Defendant concerning the Hillwood Lakes Site, the Directives, Administrative Action, and the remediation of the Consumers Property, and supersedes all prior negotiations, representations or agreements, either written or oral.

61. Any notices or other documents specified in this Consent Judgment may only be modified by agreement of the Parties. All such modifications shall be made in writing.

62. Nothing in this Consent Judgment shall be deemed to alter the Court’s power to enforce, supervise or approve modifications, as agreed to by the Parties, to this Consent Judgment.

ENTRY OF THIS CONSENT DECREE

63. The Defendant consents to the entry of this Consent Judgment without further notice.

64. Upon conclusion of the public comment period as provided in N.J.S.A. 58:10-23.11e.2, the Plaintiffs shall promptly submit this Consent Judgment to the Court for entry.

65. If for any reason the Court should decline to approve this Consent Judgment in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

SIGNATORIES/SERVICE

66. Each undersigned representative of a Party to this Consent Judgment certifies that he or she is authorized to enter into the terms and conditions of this Consent Judgment, and to execute and legally bind such party to this Consent Judgment.

67. This Consent Judgment may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Consent Judgment.

68. The Settling Defendant shall identify on the attached signature pages, the name, address and telephone number of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Judgment. The Settling Defendant agrees to accept service in this manner, and to waive the formal service requirements set forth in R. 4:4-4, including service of a summons.

69. The Complaint in this matter is hereby dismissed with prejudice.

SO ORDERED this ____ day of _____, 2014.

Hon. Douglas H. Hurd, P.J.Cv.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Kevin F. Kratina, Assistant Director
Enforcement and Information Support
Element
Site Remediation Program

Dated:

NEW JERSEY SPILL COMPENSATION FUND

By: _____
Anthony J. Farro, Administrator
New Jersey Spill Compensation Fund

Dated:

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Richard Boornazian
Assistant Commissioner,
Natural & Historic Resources

Dated:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF
NEW JERSEY

By: _____
A. Paul Stofa
Deputy Attorney General

Dated:

SLF, INC. t/a Consumers Oil Corporation
and Delaware Petroleum, Inc.

By:

Stacey Fineburg
SLF, Inc. t/a Consumers Oil
Corporation and
Delaware Petroleum, Inc.

By:

Thomas J. Burns, Esquire
Attorney for SLF, Inc. t/a Consumers
Oil Corp. and Delaware
Petroleum, Inc.

Dated: