

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 10th day of May 2006, by and between the State of Florida, Office of the Attorney General, Department of Legal Affairs ("OAG"), Shri Goyam Inc., and Prashant R. "Peter" Shah.

WHEREAS, OAG has conducted an investigation involving the retail pricing of gasoline in certain markets in Northwest Florida, including issuing CID No.05-129;

WHEREAS, based on this investigation, OAG has determined that Prashant R. "Peter" Shah, acting on his own behalf and on behalf of Shri Goyam, engaged in price-fixing conspiracies involving retail gasoline prices in and around Crestview, Florida, in violation of §542.18, Fla. Stat., by, among other things: (i) agreeing to fix retail gasoline prices at a gasoline station located at 695 North Ferdon, Crestview, as a condition of the purchase of the station; (ii) raising retail gasoline prices at the 695 North Ferdon station to ensure that the pricing remained the same as a competitor's gasoline prices in Crestview, in accordance with the pricing agreement; (iii) agreeing with a different competitor to coordinate retail gasoline prices, resulting in an increase in the gasoline prices at the 695 North Ferdon station on a second occasion; and, (iv) communicating with competitors, in person and via telephone, to discuss the coordination of retail gasoline pricing;

WHEREAS, the parties to this Agreement have determined that it is in their mutual interest to resolve the dispute in order to avoid the expense and delay of protracted litigation;

NOW THEREFORE, OAG, Prashant R. "Peter" Shah, and Shri Goyam Inc. agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

A "Shri Goyam" means Shri Goyam Inc., along with its parent, predecessor, subsidiary, and affiliated corporations or other legal entities, and its employees, contractors, and agents.

B. "Peter Shah" means Prashant R. "Peter" Shah, who resides at 109 Grand Heron Drive, Panama City Beach, Florida. Peter Shah is the Vice President and a Director of Shri Goyam.

C. "Parties" means OAG, Peter Shah, and Shri Goyam, collectively.

D. "Released Claims" means all claims for civil penalties, damages, attorneys' fees, and expenses that OAG could have asserted against Peter Shah and/or Shri Goyam arising from or relating to the fixing of retail gasoline prices in Northwest Florida in violation of Chapters 542 and/or 501, Part II, Fla. Stat., during the Relevant Period.

E. "Relevant Period" means March 2003 through the date of this Agreement.

II. AGREEMENT

To compromise, settle, and fully and finally resolve this matter, the Parties hereby agree to the following provisions:

A. Prohibited Conduct

Both Peter Shah and Shri Goyam agree to refrain, either directly or indirectly, from engaging in any or all of the following conduct: (i) seeking, entering into or performing any agreement or understanding with any competitor involving retail gasoline prices; (ii) communicating with a competitor for purposes of coordinating retail gasoline prices; or, (iii) taking any action that would result in the non-competitive pricing of retail gasoline anywhere in Florida.

B. Compliance Program

(1) Shri Goyam further agrees to implement and maintain an antitrust compliance program for a period of five (5) years from the date of this Agreement, including but not limited to:

(a) distributing a copy of this Agreement to all Shri Goyam managers, officers, directors, and employees with retail gasoline pricing authority within thirty (30) days;

(b) distributing a copy of this Agreement to any new Shri Goyam manager, officer,

director or employee with retail gasoline pricing authority in a timely manner;

(c) briefing annually each person described in subsection (1) on the meaning and requirements of this Agreement, the penalties for violation thereof, and the nature of the antitrust laws, including potential antitrust concerns;

(d) obtaining from each person described in subsection (1) an annual signed certification that he or she has read, understands, and agrees to abide by this Agreement; and,

(e) maintaining for inspection by OAG a record of the recipients to whom this Agreement has been distributed, together with copies of the signed certifications described in subsection (d).

C. Certification

(1) Within sixty (60) days, Shri Goyam will present a proposed antitrust compliance program to OAG for its review and approval.

(2) Within ninety (90) days, Shri Goyam shall certify in writing to OAG that the approved antitrust compliance program has been implemented.

(3) Annually, on or before the anniversary of this Agreement, Shri Goyam shall advise OAG in writing of its compliance or non-compliance with the requirements of subsections II.B.(1)(b), (c), (d), and (e).

III. MONETARY PAYMENT

Peter Shah shall pay OAG the sum of \$15,000.00 and Shri Goyam shall pay OAG the sum of \$70,000.00 for a total payment of \$85,000.00. Of this amount, \$75,000.00 shall be paid as civil penalties pursuant to Chapters 542 and/or 501, Fla. Stat., and the remaining \$10,000.00 shall be paid for OAG's fees and costs incurred in this investigation. Such settlement amounts shall be paid within 45 days of the date of this Agreement by certified check or cashier's check made payable to

the Department of Legal Affairs and delivered to Patricia A. Conners, Director, Antitrust Division, Office of the Attorney General, 107 W. Gaines Street, Tallahassee, Florida 32399.

IV. CONTINUED COOPERATION

As an express condition of this Agreement, both Peter Shah and Shri Goyam agree to provide continuing cooperation, whenever requested by OAG, regarding any matter related to OAG's investigation or litigation involving retail gasoline prices. Such cooperation includes, but is not limited to, producing any and all documents requested by OAG, participating in interviews and/or meetings with OAG, and testifying in a deposition or at trial, without the need for a subpoena.

V. RELEASE AND COVENANT NOT TO SUE

For the consideration set forth herein, OAG releases, relinquishes, and discharges all Released Claims, and hereby covenants and agrees that it shall not file, cause to be filed, or join any claim or complaint in any state or federal court against Peter Shah or Shri Goyam involving the Released Claims. Notwithstanding this release and covenant not to sue, OAG shall have the option, at its discretion, to declare this Agreement null and void and pursue any appropriate legal action against Peter Shah and/or Shri Goyam if either or both of them breach any of the material obligations under this Agreement, including but not limited to, those set forth in subsections II, III or IV.

VI. MISCELLANEOUS

A. The Parties agree that this Agreement contains the entire agreement between them with regard to the matters set forth in the Agreement. There are no other understandings or agreements between the Parties, verbal or otherwise, except as expressly set forth in this Agreement. Any modifications to this Agreement must be in writing and signed by the Parties.

B. The Parties agree that the terms of the Agreement were negotiated in good faith and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

C. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their successors and assigns. The Parties expressly disclaim any intention to create rights under this Agreement that may be enforced by any other person under any circumstances.

D. Both Peter Shah and Shri Goyam warrant that, as of the date of this Agreement, they are not insolvent and that the payment of the settlement amounts will not render them insolvent within the meaning of and/or for the purposes of the United States Bankruptcy Code.

E. Each signatory to this document, by his or her signature, expressly represents that he or she is fully authorized to execute this Agreement on behalf of the corporation or other legal entity.

F. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

G. The Parties agree that the sole and exclusive venue for any action arising out of or in any way relating to this Agreement shall be the Circuit Court for Leon County, Florida.

IN WITNESS WHEREOF, the Parties have entered this Agreement by affixing the signatures of their authorized representatives below.

CHARLES J. CRIST, JR.
Attorney General

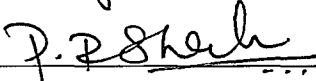


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SHRI GOYAM INC.



By: Rajendra C. Shah President



By: Prashant R. Shah
V. President

PRASHANT R. "PETER" SHAH

