

CONFIDENTIALITY AGREEMENT AND ACKNOWLEDGEMENT OF DISCLAIMER
NRC SALE #801 – BP Surplus

THIS CONFIDENTIALITY AGREEMENT AND ACKNOWLEDGMENT OF DISCLAIMER is made as of the ____ day of _____ 200_, by and between _____ ("Recipient"), a _____, with an address of _____ and BP PRODUCTS NORTH AMERICA INC. ("BP"), c/o BP America Inc., 4101 Winfield Road, Mail Code 5 East, Warrenville, Illinois 60555, Attn: Atlanta Real Estate Attorney.

WHEREAS:

A. In connection with discussions (the "Discussions") between Recipient and BP or NRC Realty Advisors, LLC ("NRC") regarding the possible acquisition (a "Possible Transaction") by Recipient of certain of BP's retail motor fuel sales facilities and /or convenience store assets being marketed by NRC in NRC's Sale #801 – BP Surplus (the "Retail Assets"), Recipient may choose to review certain information considered proprietary by BP; and

B. BP intends to make available to Recipient certain proprietary and non-public information as an accommodation to Recipient without any representation or warranty concerning the information whatsoever, but desires to protect the confidentiality of that information; and

C. BP and Recipient, in agreeing to share this confidential information, wish to agree on the conditions under which this information is being supplied.

NOW THEREFORE, in consideration of the foregoing recitals and the provision of the information, Recipient hereby agrees as follows:

1. "Confidential Information" includes all oral, electronic and written information and material, in tangible or intangible form (including, without limitation, technical, operating, business, environmental and financial information), which BP furnishes or makes available to Recipient, directly or indirectly, in connection with the Discussions. However, the following will not be considered Confidential Information:

a. information that was already known to the Recipient or to any of its Representatives (as defined below) without obligation of confidentiality prior to disclosure of such information to the Recipient by BP;

b. information that is disclosed to the Recipient or to any of its Representatives without obligation of confidentiality by a third party who has the right to make such disclosure;

c. information that is in the public domain or hereafter enters the public domain through no fault of the Recipient or any of its Representatives; and

d. information that is independently developed by the Recipient without access or reference to BP's Confidential Information.

Recipient shall bear the burden of proving that any information is within any of the foregoing exceptions.

2. The Recipient shall (i) keep the Confidential Information which it receives in confidence; (ii) protect it with the same degree of care as the Recipient treats its own confidential information; (iii) not, without the prior written consent of BP, disclose or permit Confidential Information to be disclosed to anyone other than the Recipient's directors, officers, employees, agents, affiliates or consultants ("Representatives") who have a legitimate need to know the Confidential Information in order for the parties to negotiate, participate in, or perform related services with respect to the Possible Transaction, and in such case, Recipient shall require such Representatives to maintain the Confidential Information confidentially consistent with the terms hereof; and (iv) not use and not permit its Representatives to use the Confidential Information for any other reason.

3. In the event the Recipient or any of its Representatives is required by any court or legislative or administrative body (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) to disclose any Confidential Information, the Recipient shall provide BP with prompt notice of such requirement in order to afford BP an opportunity to seek an appropriate protective order. If BP is unable to obtain or does not seek such protective order and the Recipient is, in the opinion of its counsel, compelled to disclose such Confidential Information, such disclosure shall not be deemed to be a violation of this Agreement. Nothing in this Agreement shall be construed to authorize Recipient to use in any manner or to disclose Confidential Information except as permitted by this Section and pursuant to any applicable protective order.

4. Within thirty (30) days of receipt of notice that BP will not enter into a Purchase and Sale Agreement ("PSA") with Recipient, or if for any reason Recipient does not close on its purchase of the Retail Assets, the Recipient shall return to BP, at the address on Page 1 of this Agreement, any documents or CD ROMs containing Confidential Information which were disclosed to the Recipient. Notwithstanding anything to the contrary contained elsewhere herein, if Recipient fails to return the Confidential Information to BP in a timely manner, Recipient consents to injunctive or other appropriate equitable relief, including injunction and specific performance, upon the institution of legal proceedings by BP. Such remedy shall not be deemed to be the exclusive remedy of BP for any breach of this Section but shall be in addition to all other remedies available at law or equity to BP.

5. All rights in and title to Confidential Information, related materials, samples, data or processes shall remain with BP. Neither the execution of this Agreement nor the furnishing of any information hereunder shall be construed as granting, either expressly or by implication, any license under any invention or patent now or hereafter owned or controlled by BP, nor any right to use on a royalty-free basis the information made available to the Recipient by BP, nor any copyrights nor any other intellectual property rights.

6. Recipient acknowledges the following Disclaimer:

BP AND NRC AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBSIDIARIES, AND AFFILIATES (COLLECTIVELY, "REPRESENTATIVES"), DISCLOSE THAT THEY MAY NOT HAVE COMPLETE

KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTIES BEING SOLD. ACCORDINGLY (EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THE PSA), BP AND NRC, AND THEIR REPRESENTATIVES DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING (A) THE CONDITION OR STATE OF REPAIR OF THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY CONDITION ARISING IN CONNECTION WITH THE GENERATION, USE, TRANSPORTATION, STORAGE, RELEASE, OR DISPOSAL OF PETROLEUM PRODUCTS, TOXIC OR HAZARDOUS SUBSTANCES, ON AND UNDER, ABOVE, UPON, OR IN THE VICINITY OF THE PROPERTIES, AND ITS IMPACT ON WATER, SOIL AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTIES AND THEIR WATER, SOIL AND GEOLOGY FOR ANY ACTIVITIES AND USE THAT THE BUYER MAY ELECT TO CONDUCT; (C) THE EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, EASEMENT, LICENSE, RESERVATION, OR CONDITION IN CONNECTION WITH THE PROPERTIES; (D) THE COMPLIANCE OF THE PROPERTIES OR THEIR OPERATION WITH ANY APPLICABLE LAWS, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, INCLUDING WITHOUT LIMITATION, COMPLIANCE WITH ANY LAND USE, AMERICANS WITH DISABILITIES ACT, WETLAND, OR ZONING LAW OR REGULATION, OR APPLICABLE ENVIRONMENTAL OR COASTAL LAWS, RULES, ORDINANCES, AND REGULATIONS; (E) TITLE TO OR THE BOUNDARIES OF THE PROPERTIES; AND (F) THE PHYSICAL CONDITION OF THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE STRUCTURAL, MECHANICAL AND ENGINEERING CHARACTERISTICS OF THE IMPROVEMENTS TO THE PROPERTIES.

EXCEPT AS STATED ABOVE AND AS SET FORTH IN THE PSA, THE SALE OF THE PROPERTIES WILL BE ON AN "AS IS, WHERE IS, WITH ALL FAULTS," BASIS. THE RECIPIENTS EXPRESSLY AGREE THAT BP AND NRC AND THEIR REPRESENTATIVES MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTIES. THE BUYERS WILL BUY THE PROPERTIES BASED ON THEIR OWN INVESTIGATIONS. BY ACCEPTING TITLE TO ANY PROPERTY, THE BUYERS WILL ACKNOWLEDGE THAT THEY HAVE CONDUCTED ANY INVESTIGATION THAT THEY HAVE CONSIDERED NECESSARY OR ADVISABLE AND THAT THEY ARE NOT RELYING UPON ANY REPRESENTATIONS OF BP, NRC OR EITHER OF THEIR REPRESENTATIVES. THE MATERIALS AND INFORMATION CONCERNING THE PROPERTIES CONTAINED IN ANY SALES BROCHURES, POSTCARDS, THE PROPERTY SPECIFIC PACKAGE, THE BID PACKAGE AND ANY OTHER DISCLOSURES (INCLUDING INFORMATION ON ANY CD-ROM), AND ANY OTHER INFORMATION PROVIDED BY BP AND NRC OR THEIR REPRESENTATIVES, IS BASED IN PART UPON INFORMATION AND MATERIALS OBTAINED FROM SOURCES CONSIDERED RELIABLE, WITHOUT INDEPENDENT VERIFICATION. ADDITIONALLY, BP IS NOT INCLUDING ALL OF ITS FILES, DOCUMENTS OR INFORMATION IN THE DISCLOSED INFORMATION. IT IS POSSIBLE THAT THE OMITTED FILES, DOCUMENTS AND INFORMATION WOULD MODIFY THE DISCLOSED INFORMATION. RECIPIENTS MUST NOT BASE THEIR BIDS UPON THAT INFORMATION OR ENVIRONMENTAL STUDIES, REPAIR ESTIMATES, OTHER STUDIES, OR PROFORMA AND FINANCIAL INFORMATION THAT BP OR NRC PROVIDES, BUT MUST RELY SOLELY ON THEIR OWN ESTIMATES AND STUDIES. NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY BP, NRC, OR

EITHER OF THEIR REPRESENTATIVES, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO RECIPIENTS.

7. Nothing contained in this Agreement shall require either BP or the Recipients to continue any of the Discussions or enter into an agreement in connection with the Discussions or otherwise, or preclude any of the parties from entering into any agreement with any other party, or obligate any of the parties to the other, except as expressly provided herein or in any other written agreement existing or entered into by the parties. Nothing contained in this Agreement shall compel a party to furnish information to the other party.

8. This Agreement may not be assigned by Recipient without the prior written consent of BP, and may not be amended or modified except by a written agreement signed by each party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and permitted assigns. The terms of this Agreement shall be independent of, and unless otherwise expressly agreed, this Agreement shall survive the execution of any further documents or agreements between the parties.

9. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provisions shall be stricken from this Agreement without effect on the remaining provisions of the Agreement as a whole.

10. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other or further right, power, or privilege hereunder.

11. Notices to either party may be sent to the addresses above stated.

12. Any controversy or claim ("claim"), whether based on contract, tort, statute or other legal or equitable theory (including but not limited to any claim of fraud, misrepresentation or fraudulent inducement or any question of validity or effect of this agreement including this clause) arising out of or related to this Agreement (including any amendments or extensions), or the breach or termination thereof shall be settled by arbitration in accordance with the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes, and this provision. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. The arbitration shall be held in Georgia. There shall be one arbitrator. The arbitrator shall determine the claims of the parties and render a final award in accordance with the substantive law of Georgia, excluding the conflicts provisions of such law. The arbitrator shall set forth the reasons for the award in writing.

IN WITNESS WHEREOF, Recipient has caused this Agreement to be executed by its duly authorized representatives.

(Print full legal name of Recipient)

(Signature of Recipient)

(Print name of Signatory)

(Print title of Signatory)

Date: _____

Please fax this signed Confidentiality Agreement to (888) 735-7338