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## BIDDER PROFILE

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- If interested in being placed in our database for contact when stores are available for bid, complete this form in its entirety.
- The Bidder Profile must be accompanied by the Confidentiality Agreement in order to be placed in our database.
- All information must be clear and legible.
- No incomplete or illegible forms will be considered.

You can return this form to us using one of the options below:

A) Fax to (770)850-4795; OR

B) U.S. Mail:      **RaceTrac Real Estate**  
                          **3225 Cumberland Blvd., Suite 100**  
                          **Atlanta, GA 30339**

**Name (PRINT):** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Are you a broker/agent?                      YES                      NO**

**--If yes, Client's Name:** \_\_\_\_\_

**--Client's Company:** \_\_\_\_\_

**Do you currently operate or own any gas/convenience stores?    YES                      NO**

**--If yes, How many?    \_\_\_\_\_ Brands?    \_\_\_\_\_ Where?    \_\_\_\_\_**

**Which states are you interested in receiving information on?**

**(Circle all that apply)**

**ALL STATES**

AL	AR	FL	GA	KY	LA
MS	NC	SC	TN	TX	VA

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT**, effective as of the \_\_\_ day of \_\_\_\_\_, 200\_\_ (hereinafter the "Effective Date"), between RaceTrac Petroleum, Inc. (hereinafter the "RaceTrac"), and \_\_\_\_\_, (hereinafter the "Receiving Party"), sets forth the terms and conditions of the confidential disclosure of certain information between RaceTrac and the Receiving Party.

**W I T N E S S E T H**

**WHEREAS**, RaceTrac and Receiving Party desire to have discussions with each other in connection with a proposed transaction between RaceTrac and the Receiving Party (the "Proposed Transaction").

**WHEREAS**, in connection with the Proposed Transaction, the Receiving Party may require access to certain of RaceTrac's proprietary and confidential information, and proprietary, including, but not limited to development criteria, development lists, site selection criteria, traffic counts, potential site locations, information related to potential sellers of real estate, forms of contracts, store plans, data, materials, products, technology, specifications, manuals, financial information, information regarding property, know-how, technical and business data, drawings, business operations information, marketing plans, customer lists, pricing methods, records and information pertaining, Trade Secrets (as defined herein) and other proprietary property, both tangible and intangible (hereinafter "Confidential Information"); and

**WHEREAS**, RaceTrac is willing to disclose the Confidential Information to the Receiving Party and the Receiving Party is willing to receive the Confidential Information upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises and covenants herein contained, the parties hereto agree as follows:

1. RaceTrac will disclose to the Receiving Party such of its Confidential Information as may be reasonably necessary to assist the discussions of RaceTrac and the Receiving Party discussions.

2. Confidential Information disclosed hereunder shall be disclosed in writing, orally or in visual form.

3. For a period of three (3) years from the date of disclosure, the Receiving Party shall maintain the Confidential Information in confidence and shall not itself use, except for the benefit of RaceTrac, or disclose the same to others, without the prior written consent of RaceTrac, except when and to the extent such Confidential Information either:

- (a) was known to the Receiving Party prior to the disclosure thereof by RaceTrac; or
- (b) is, or hereafter becomes, other than through the fault of the Receiving Party, generally available to the public; or
- (c) has come, or hereafter comes, into the possession of the Receiving Party without a confidentiality restriction from a third party and such third party is under no obligation to RaceTrac to maintain the confidentiality of such information; or
- (d) is developed by the Receiving Party independently of any disclosures made hereunder, as evidenced by the Receiving Party's written records.

4. Notwithstanding the time limitation of Paragraph 3, Confidential Information which meets the definition of a trade secret under the Georgia Trade Secrets Act of 1990 (O.C.G.A. §10-1-760, *et seq.*), will be maintained in confidence until such time as one of the exceptions in Paragraph 3 (a) to (d) is met. A "Trade Secret" means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

5. The Receiving Party shall maintain the Confidential Information using the same degree of care, but no less than reasonable care, as used to protect its own confidential information of like nature.

6. The Receiving Party agrees that: a) only its employees with a defined need to know shall be granted access to Confidential Information and only after they have been informed of the confidential nature of the Confidential Information and the restrictions imposed hereunder on the use thereof; b) only its consultants or independent contractors with a defined need to know shall be granted access to Confidential Information which shall be conditioned on such consultant or independent contractor agreeing to be bound by the terms of this Agreement; c) no copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Agreement or upon RaceTrac's prior approval; and d) it shall not make use of any Confidential Information for its own benefit or for the benefit of any third party, other than in connection with the Proposed Transaction.

7. The Receiving Party further agrees that it will not disclose to any third party any information concerning its discussions with RaceTrac or the existence of a potential business relationship between the parties without the prior written authorization of RaceTrac.

8. The Receiving Party agrees that all Confidential Information shall at all times remain the sole property of RaceTrac and shall be returned to RaceTrac immediately upon demand or upon termination of any business relationship between the parties. No rights or licenses, express or implied, are granted by RaceTrac to the Receiving Party under any patents, copyrights, Trade Secrets or other proprietary rights of RaceTrac as a result of or related to this Agreement.

9. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) in any judicial or administrative proceeding to disclose any Confidential Information, it will give RaceTrac prompt notice of such request so that RaceTrac may seek an appropriate protective order. It is further agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of its counsel, compelled to disclose information concerning RaceTrac to any tribunal or else stand liable for contempt or suffer other censure or penalty, RaceTrac may disclose information to such tribunal without liability hereunder; provided, however, that the Receiving Party gives RaceTrac written notice of the information to be disclosed as far in advance of its disclosure as is practicable and that the Receiving Party use its best efforts to obtain assurances that confidential treatment will be accorded to such information; and further provided, the Receiving Party will furnish only the portion of the Confidential Information which is legally required.

10. The Receiving Party agrees to indemnify, defend and hold RaceTrac and its subsidiaries and affiliates harmless from and against any and all liabilities, actions, claims, demands, liens, losses, damages, judgments, expenses and loss of business or profits, including reasonable attorneys' fees, that may arise from the unauthorized disclosure to third parties, or the unauthorized use of Confidential Information by the Receiving Party and its employees or by its consultants or independent contractors.

11. The Receiving Party acknowledges the confidential nature and commercial and competitive value of the Confidential Information and acknowledges that RaceTrac would suffer irreparable harm if its Confidential Information were disclosed to third parties in violation of this Agreement. The Receiving Party agrees that remedies of law would be inadequate to protect against breach or threatened breach of the terms of this Agreement and that RaceTrac shall be entitled to injunctive or other equitable relief as a remedy for any such breach, in addition to all other remedies at law or in equity.

12. The disclosure or receipt of information hereunder in no way obligates either party to enter into any business relationship with the other party and does not preclude either party from entering into discussions or agreements of any kind whatsoever with any other party, provided such discussions or agreements do not violate any provisions of this Agreement or any other agreement between the parties.

13. This Agreement shall be governed by the laws of the State of Georgia, without giving effect to its conflict of laws principles.

14. No failure to delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right, power or privilege hereunder.

15. This Agreement shall be binding and enforceable upon the parties and their respective affiliates, heirs, representatives, successors and assigns.

16. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modification of or changes to this Agreement shall be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the Company has hereunto set its hand and seal, constituting its agreement with the subject matter hereof, and Racetrac has confirmed its acceptance of said agreement.

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_