

Confidentiality Agreement

This Confidentiality Agreement (the "**Agreement**") is made by and between **C-Store Petroleum, LLC dba "C-Store Depot"**, a Texas limited liability company, in which is identified on the signature page attached hereto (the "**Disclosing Party**"), And _____, having its principal business address at _____, _____ (the "**Receipient**"), effective as of the date of execution by Recipient (the "**Effective Date**").

WHEREAS, in connection with the Recipient's consideration of a possible acquisition of certain business and/or assets in which are being offered by the Disclosing Party and/or its Affiliates (the "**Company**"), the Recipient will be provided certain information concerning the Assets being offered, in which is non-public, confidential, or proprietary in nature; and

WHEREAS, the Disclosing Party wishes to protect and preserve the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) "**Affiliate**" means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by, or under common Control with such Person, where "Control" and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(b) "**Evaluation Material**" means all information, data, documents, agreements, files, and other materials (in any form or medium of communication, including whether disclosed orally or disclosed or stored in written, electronic, or other form or media) whether or not marked or otherwise identified as "confidential," which is obtained from or disclosed by or on behalf of the Disclosing Party or its Representatives or otherwise, and whether obtained before or after the date hereof relating directly or indirectly to the Company or any of its subsidiaries or any of their respective businesses, affairs, assets, properties, or prospects, including, without limitation, all notes, analyses, compilations, reports, forecasts, data, studies, samples, interpretations, summaries, and other documents and materials (in any form or medium of communication, whether oral, written, electronic, or other form or media) prepared by or for the Recipient which contain or otherwise reflect or are derived or based in whole or in part on such information, data, documents, agreements, files, or other materials. The term "Evaluation Material" as used herein does not include information that: (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Representatives in violation of this Agreement); (ii) was available to the Recipient on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not and was not bound

by a confidentiality agreement with respect to any such information or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary obligation; (iii) the Recipient establishes by documentary evidence was in the Recipient's possession before receiving such information from the Disclosing Party, provided that such information is not and was not subject to another confidentiality agreement and is not and was not prohibited from being disclosed by any other contractual, legal, or fiduciary obligation; or (iv) the Recipient establishes by documentary evidence has been independently acquired or developed by the Recipient without reference to the Evaluation Material and without violating any of its obligations under this Agreement.

(c) “**Person**” means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, governmental entity, or other entity.

(d) “**Representatives**” means, as to any Person, such Person's Affiliates, and its and their respective directors, officers, employees, managing members, general partners, agents, and consultants (including attorneys, financial advisors, and accountants).

Other terms not specifically defined in this Section 1 shall have the meanings given them elsewhere in this Agreement.

2. Use of Evaluation Material and Confidentiality. The Recipient shall keep the Evaluation Material strictly confidential and shall not use the Evaluation Material for any purpose other than to evaluate, negotiate, and consummate the Transaction. The Recipient shall not disclose or permit its Representatives to disclose any Evaluation Material except: (a) if required by law, regulation, or legal or regulatory process, and then only in accordance with Section 5; (b) to its Representatives to the extent necessary to permit such Representatives to assist the Recipient in evaluating, and consummating the Transaction; or (c) as permitted in Section 6(c); provided that, the Recipient shall require each such Representative to be bound by the terms of this Agreement to the same extent as if they were parties hereto. Recipient shall be responsible for any breach of this Agreement by any of its Representatives except for breaches committed by any such Representative that has executed its own confidentiality agreement with the Disclosing Party with respect to the Transaction.

3. Discussions to Remain Confidential. Except for such disclosure as is necessary, in the written opinion of the Recipient's counsel, so not to be in violation of any applicable law, regulation, order, or other similar requirement of any governmental, regulatory, or supervisory authority, the Recipient shall not, and will not permit any of its Representatives to, without the prior written consent of the Disclosing Party, disclose to any Person: (a) the fact that the Evaluation Material has been made available to the Recipient or its Representatives or that the Recipient or its Representatives has received or inspected any portion of the Evaluation Material; (b) the existence or contents of this Agreement; (c) the fact that investigations, discussions, or negotiations are taking place concerning the Transaction, including the status thereof; or (d) any terms, conditions, or other matters relating to the Transaction.

4. No Representations or Warranties; No Other Obligation. The Recipient understands and agrees that none of the Disclosing Party, the Company, or any of its respective

Representatives: (a) have made or make any representation or warranty hereunder, expressed or implied, as to the accuracy or completeness of the Evaluation Material; or (b) shall have any liability hereunder to the Recipient or its Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. The parties agree that unless and until a definitive agreement between the Disclosing Party and Recipient has been executed and delivered with respect to the Transaction, neither the Company or the Disclosing Party will be under any legal obligation of any kind whatsoever with respect to the Transaction, including any obligation to: (i) consummate a Transaction; (ii) conduct or continue discussions or negotiations; or (iii) enter into or negotiate a definitive agreement. The Disclosing Party reserves the right, in its sole discretion, at any time and for any reason or no reason, to reject any and all proposals made by the Recipient or on its behalf with regard to the Transaction, to terminate discussions and negotiations with the Recipient at any time, and to enter into any agreement with any other Person without notice to the Recipient or any of its Representatives.

5. Required Disclosure. If the Recipient or any of its Representatives is required, in the written opinion of the Recipient's counsel, to disclose any Evaluation Material, by law, regulation, or legal or regulatory process, the Recipient shall: (a) take all reasonable steps to preserve the privileged nature and confidentiality of the Evaluation Material, including requesting that the Evaluation Material not be disclosed to non-parties or the public; (b) give the Disclosing Party prompt prior written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or other remedy; and (c) cooperate with the Disclosing Party to obtain such protective order. In the event that such protective order or other remedy is not obtained, the Recipient (or such other Persons to whom such request is directed) will furnish only that portion of the Evaluation Material which, on the written advice of the Recipient's counsel, is legally required to be disclosed and, upon the Disclosing Party's request, use its reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

6. Financing Sources.

(a) The Recipient hereby represents and warrants that the Recipient is not acting as a broker for or Representative of any other Person in connection with the Transaction, and is considering the Transaction only for its own business account. Except with the prior written consent of the Disclosing Party, the Recipient agrees that: (i) it will not act as a joint bidder or co-bidder with any other Person with respect to the Transaction; and (ii) neither the Recipient nor any of its Representatives (acting on behalf of the Recipient or its Affiliates) will enter into any discussions, negotiations, agreements, arrangements, or understandings (whether written or oral) with any other Person regarding the Transaction, other than the Disclosing Party and its Representatives and the Recipient's Representatives (to the extent permitted hereunder).

(b) The Recipient hereby represents and warrants that neither it nor any of its Representatives is party to any agreement, arrangement, or understanding (whether written or oral) that would restrict the ability of any other Person to provide financing (debt, equity, or otherwise) to any other Person for the Transaction or any similar transaction, and the Recipient hereby agrees that neither it nor any of its Representatives will directly or indirectly restrict the ability of any other Person to provide any such financing.

(c) Notwithstanding anything to the contrary contained herein, without the prior written consent of the Disclosing Party, the Recipient agrees that neither the Recipient nor any of its Representatives will disclose any Evaluation Material to any actual or potential sources of financing (debt, equity, or otherwise), other than a bona fide third party institutional lenders who are or may be engaged to provide debt financing to the Recipient, in which will be disclosed on an Exhibit "A" to be attached hereto.

7. Return or Destruction of Evaluation Material. In the event the Recipient decides not to proceed with a Transaction, Recipient shall promptly inform the Disclosing Party. In that case, or at any time upon the Disclosing Party's written request in its sole discretion and for any reason, the Recipient shall promptly, and in any event no later than five days after the request, destroy or return all Evaluation Material in the Recipient's or its Representatives' possession (including all copies, extracts, or other reproductions) to the Disclosing Party and, to the extent the Evaluation Material's are destroyed, certify in writing to the Disclosing Party that such Evaluation Material (including any Evaluation Material held electronically) have been destroyed; provided that, the Recipient and its Representatives may each retain: (a) one copy of any Evaluation Material only to the extent required to defend any litigation relating to this Agreement or the Evaluation Material, or established document retention policies; and (b) such copies of the Evaluation Material to the extent required to comply with requirements of applicable law. Notwithstanding the return or destruction of the Evaluation Material, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

8. No Solicitation. Except with the express permission of the Disclosing Party, (i) the Recipient agrees that for a period of two (2) years from the Effective Date, neither the Recipient nor its Representatives will directly or indirectly solicit or hire any officer, director, or employee of the Disclosing Party, the Company or from the Assets being offered, or any of their respective subsidiaries, except pursuant to a general solicitation that is not directed specifically to any such employees, and (ii) Recipient agrees not to directly solicit for any business transactions or sales, in a manner that would adversely affect the Company, any supplier, contractor, consultant, agent, or representative of the Company to whom Recipient or Recipient's Representatives may be introduced or with whom Recipient or Recipient's Representatives otherwise have contact with in the course of reviewing the Evaluation Material or evaluating, negotiating, or consummating the Transaction, except pursuant to a general solicitation to the public for any business transaction or sales that is not specifically directed at any, supplier, contractor, consultant, agent, or representative of the Company will not constitute a breach of this paragraph. Recipient agrees that the nature and period of the restrictions imposed by this paragraph are fair, reasonable, and reasonably necessary to protect the business interests of the Company.

9. Remedies. The parties agree that money damages would not be a sufficient remedy for any breach or potential breach of this Agreement by the Recipient or any of its Representatives (treating the Recipient's Representatives as if they were signatories hereto) and that without prejudice to any other rights and in addition to all other remedies it may be entitled to, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief without proof of damages and without the necessity of posting any bond or other security as a remedy for any such breach or potential breach. In the event that the Disclosing Party institutes any legal suit, action, or proceeding arising out of or relating to this Agreement, the Disclosing Party shall be entitled to receive in addition to all other damages to which it may be entitled, the

reasonable costs incurred by the Disclosing Party and its Representatives in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

10. No Waiver of Privilege. To the extent that any Evaluation Material includes materials or other information subject to the attorney-client privilege, work product doctrine, or any other applicable privilege or doctrine concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention, and mutual understanding that the sharing of such material or other information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or information or its continued protection under the attorney-client privilege, work product doctrine, or other applicable privilege or doctrine as a result of disclosing any Evaluation Material (including Evaluation Material related to pending or threatened litigation) to the Recipient or any of its Representatives.

11. Term. This Agreement shall continue for a period of two (2) years after the Effective Date; provided that, with respect to Evaluation Material that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Evaluation Material loses its trade secret protection other than due to an act or omission of the Recipient or its Representatives; provided further, that no termination shall relieve either party from a prior breach.

12. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the Disclosing Party is organized (the "State of Organization") without giving effect to any choice or conflict of law provision or rule (whether of the State of Organization or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Organization. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted in the federal courts of the United States or the local courts of the State of Organization in each case located nearest to the city in which the Disclosing Party has its principal place of business, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non convenient. Service of process, summons, notice, or other document by mail to such party's address set out herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

13. Entire Agreement; Amendments. This Agreement sets forth the entire agreement regarding the Evaluation Material, and supersedes all prior negotiations, understandings, and agreements. No provision of this Agreement may be modified, amended, or changed except by a writing signed by the parties hereto.

14. Severability. If any provision of this Agreement, or the application thereof to any Person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provision as applied to other Persons, places, or circumstances shall remain in full force and effect.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when

delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile, email, or other electronic delivery (with oral or written confirmation of receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set out in this Agreement (or to such other address that may be designated by a party from time to time in accordance with this Section 15).

16. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the non-assigning party. Any purported assignment without such consent shall be void and unenforceable. Any purchaser of the Company or all or substantially all of the assets of the Company shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.

17. Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Furthermore, electronic signatures, whether digital or encrypted, of the parties to this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the Effective Date.

RECIPIENT:

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the above specified Effective Date.

DISCLOSING PARTY:

C-Store Petroleum, LLC dba C-Store Depot

By:

Name: SEAN Mirza Baig, ABR GRI

Title: Chief Executive