

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

*** CATHLAMET CHEVRON ***

1 **THE UNDERSIGNED (“Buyer”)** is engaged in discussions regarding the possible purchase of certain real property
2 and assets, specifically consisting of a retail fuel station, convenience store, and mobile home park in Southwest
3 Washington (the **“Offering”**). To further discussions, the owner of the facility (**“Seller”**) intends to make available to
4 Buyer certain financial and other data that is sensitive and confidential. Such information (collectively,
5 **“Confidential Information”**) includes, but is not limited to:

- 6
- 7 1. Any and all details regarding the Offering’s business operations, including without limitation, fuel volumes, fuel
8 margins, non-fuel sales, non-fuel margins, gross profit, operating expenses, net operating income, supply
9 arrangements, franchise agreement terms, competitive advantages, competitive disadvantages, etc.; and,
10
- 11 2. Any and all details about the Offering’s physical nature, including without limitation, details such as facility
12 quality, condition, deficiencies, environmental conditions, etc.; and,
13
- 14 3. Any and all terms of the Offering, including without limitation, asking price for the various components of the
15 Offering, jointly and severally; financing terms; the duration of the marketing period; allocation of asking price
16 among the various components of value; etc.
17

18 Conditional Information will be useful to Buyer in evaluating the Offering and determining whether and how to
19 proceed with discussions regarding a possible purchase of the Offering. Seller wishes to disclose such Conditional
20 Information, but may suffer significant injury if Conditional Information is disclosed to third parties. Seller therefore
21 wishes to be assured that all Conditional Information received by Buyer will not be made available to third parties,
22 except to the specific and limited extent provided herein.
23

24 **NOW, THEREFORE**, for good and sufficient consideration, and the parties’ conduct of continuing negotiations,
25 Buyer agrees:
26

- 27 1. To assure that no Conditional Information shall be disclosed in violation of the terms of this Agreement. Neither
28 the Buyer, nor any of its owners, managers, officers, directors, agents, employees, professional consultants, or
29 personnel, shall disclose to any other person any of the Conditional Information provided to Buyer, except as
30 specifically permitted by this Agreement.
31
- 32 2. All copies, reproductions, and portions of such Conditional Information, including all summaries and derivatives
33 thereof, shall be considered confidential materials, the release and dissemination of which will injure Seller.
34 Upon reasonable request by Seller, Buyer agrees to promptly return all such material to Seller and to not retain
35 any copies, reproductions, summaries, portions, or other derivatives thereof unless specifically permitted in
36 writing and executed by Seller.
37
- 38 3. Confidential Information may only be disclosed by Buyer, or by persons described in Paragraph 1, to those
39 professional consultants necessary to advance the prospects of a potential transaction between Buyer and
40 Seller, such as the Buyer’s attorney and/or accountant. However, Conditional Information may only be
41 disclosed to such professional consultants if they agree in advance to be bound by the restrictions against
42 disclosure contained herein.
43
- 44 4. Seller may consent to further disclosures of Confidential Information, but such consent must be in writing and
45 executed by Seller. Nothing herein shall be construed to allow disclosure of Conditional Information to any
46 personnel of the Buyer other than those named herein.

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- 47 5. In the event this Agreement is violated by Buyer or Buyer's consultants, Seller may rescind any then-pending
48 transaction between Seller and Buyer, in which case all Conditional Information shall be immediately returned
49 to Seller, and Buyer shall immediately reimburse Seller for all of Seller's costs and expenses, including but not
50 limited to attorney fees incurred after the date hereof in connection with the discussions, negotiations, and
51 proposed transactions between Seller and Buyer. In addition to and without limiting any other remedy or right
52 they may have, Seller shall have the right to an injunction issued by a court of competent jurisdiction enjoining
53 such breach.
54
- 55 6. If any suit or action (including any appeal) is brought to enforce or interpret this Agreement, the prevailing party
56 shall be entitled to receive from the other party reasonable attorney fees and costs incurred in connection with
57 such litigation.
58
- 59 7. If any provision of this agreement is deemed to be illegal or otherwise void, invalid, or unenforceable, such
60 provision shall be disregarded and the remainder of this agreement shall remain in full force and effect. This
61 Agreement shall be construed and enforced in accordance with, and under the laws of, the State of Oregon.
62

63 IN WITNESS WHEREOF, this Agreement has been executed by Buyer:
64

65
66 _____
67 Company Name

Phone Number

68
69 _____
70 Personal Name (Print)

E-Mail Address

71
72 _____
73 Title / Company Role

Signature

74
75 _____
76 Address

_____, 2009

Date

77
78 _____
79 Address (continued)

_____ am/pm

Time

80
81 _____
82 City

83
84 _____
85 State

_____ Zip