SO ORDERED: November 09, 2004.

Basil H. Lorch III
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re:	)	Chapter 11
	)	
Kiel Bros. Oil Company, Inc. and	)	Case No. 04-11121-BHL-11
KP Oil, Inc.,	)	Case No. 04-11167-FJO-11
	)	
Debtors	)	Jointly Administered under
	)	Case No. 04-11121-BHL-11[1]

ORDER, (I) AUTHORIZING DEBTORS TO SELL AUCTION PROPERTIES TO GEIGER STREET PROPERTIES, LLC, FREE AND CLEAR OF ALL ENCUMBRANCES; (II) AUTHORIZING PAYMENT OF PROCEEDS FROM THE SALE IN ACCORDANCE WITH APPLICABLE LAW, THE ORDERS OF THE COURT AND THE AGREEMENT OF THE CONSENTING PARTIES; (III) AUTHORIZING KIEL TO TERMINATE THE KP LEASES IF RELEVANT; AND (IV) DETERMINING THAT THE SALES THAT WILL RESULT FROM THE AUCTION WILL BE EXEMPT FROM TRANSFER TAXES

[1] On June 15, 2004, the Court entered an Order Granting Motion for Joint Administration of Kiel Bros. Oil Company, Inc. ("Kiel Bros.") (case No. 04-92128-BHL-11 and KP Oil, Inc. ("KP") (Case No. 04-92129-BHL-11) under Case No. 04-92128-BHL-11. The Kiel Bros. and KP bankruptcy cases (the "Cases") were filed in the New Albany Division of the United States Bankruptcy Court for the Southern District of Indiana. On June 17, 2004, by order of the Court, the Cases were transferred to the Indianapolis Division. Kiel Bros. has been assigned a new case number of 04-11121-BHL-11 and KP has been assigned a new case number of 04-11167-FJO-11 and the cases are jointly administered under 04-11121-BHL-11.

This matter is before the Court on the Motion To Approve Sale Of Properties Upon Accepted Bids (the "Sale Motion") filed by Kiel Bros. Oil Company, Inc. ("Kiel Bros.") and KP Oil, Inc. ("KP Oil"), the above-captioned debtors and debtors in possession (collectively, the "Debtors" and sometimes collectively hereinafter the "Seller").

The Sale Motion, in part, asked this Court to (i) authorize Debtors to sell, assume and assign the Auction Properties[2] to Winning Bidders or to the submitters of Backup Bids, free and clear of all Encumbrances; (ii) authorize payment of proceeds from the Sale in accordance with applicable law, the orders of the Court and the agreement of the Consenting Parties; (iii) authorize Kiel to terminate the KP Leases if relevant; and (iv) determine that the Sales that will result from the Auction will be exempt from Transfer Taxes.

Further, the Sale Motion asks this Court, *inter alia*, to hold a hearing (the "Sale Hearing") and enter orders authorizing the Debtor to sell, assume and assign the Auction Properties to persons or entities ("Winning Bidders") submitting the highest and best bid ("Winning Bids") or to the submitters of competing but lesser bids ("Backup Bids") to the Winning Bids, free and clear of all Encumbrances.

Debtors held an auction of their Properties pursuant to the Sale Procedures Order as modified by the Supplemental Terms and Conditions approved by the Court on October 25, 2004 after consideration of the Motion Confirming Overbid Procedures and Live Auction (the "Auction Procedures"). Written bids were received pursuant to the bid deadline of September 20, 2004. In a live auction held on October 28 and 29, 2004, under the Auction Procedures, Debtors accepted overbids on the Auction Properties through an overbid process as described in the Sale Motion and the Auction Procedures.

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[2] Capitalized terms not defined herein have the meanings ascribed to them in the Motion To Approve Sale of Properties Upon Accepted Bids filed by Debtors on October 15, 2004.

The Winning Bid with respect to the property located at 207 Campbell Street, Louisville, Kentucky, as more particularly described in Exhibit A attached hereto (the "Property"), was submitted by Geiger Street Properties, LLC ("Purchaser"). Attached hereto as Exhibit B is a copy of the Winning Bid for the Property. The Debtors and Purchaser have entered into the Purchase and Sale Agreement ("PSA") with respect to the Property. A copy of the PSA is attached hereto as Exhibit C.

As requested by Debtors, this Court held the Sale Hearing on November 2, 2004. This Court, having reviewed the Sale Motion, the PSA, any objections (any such objection or limited objection is referred to as an "Objection" and collectively they are referred to as the "Objections"), all pleadings and affidavits filed to date, having heard the arguments of counsel at the Sale Hearing, having accepted and considered all of the testimony introduced and proffered at the Sale Hearing, and being otherwise duly advised, the Court having determined that the relief requested in the Sale Motion is in the best interests of the Debtors' and Debtors' estates; and it further appearing that proper and adequate notice of the Sale Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT

A. The PSA resulted from a non-collusive auction pursuant to the Auction Procedures and was therefore proposed and entered into by the Debtors and Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor Purchaser has engaged in any conduct that would cause or permit the PSA to be avoided under 11 U.S.C. § 363(n). Purchaser is not an "insider" or "affiliate" of the Debtors (as such terms are defined in the Bankruptcy Code). Purchaser is a good faith purchaser under 11 U.S.C. § 363(m)

and, as such, is entitled to all of the protections afforded thereby in consummating the transactions contemplated by the PSA. Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the PSA at all times after the entry of this Order.

Therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

1. Debtors are authorized to sell, assume and assign the Property to Purchaser, free and clear of all mortgages, land contracts, trust deeds, assignments of rents, mechanic's liens, construction liens, rights of first refusal, options, pledges, security interests, Claims (as defined in the Bankruptcy Code), equities, reservations, third party rights, voting trusts or similar arrangements, liens, charges or other encumbrances or restrictions on or conditions to transfer or assignment of any kind, whether direct or indirect, absolute or contingent, matured or unmatured, liquidated or unliquidated, or arising before or after the commencement of the Debtors' bankruptcy cases (collectively, the "Encumbrances") with the Encumbrances to attach to the proceeds of the sale with the same validity and priority as the Encumbrances attached to the Property;

2. The transactions contemplated by the PSA are undertaken by Purchaser in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale to Purchaser, unless such authorization is duly stayed pending such appeal. Purchaser is a purchaser in good faith, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

3. Debtor is authorized pay the proceeds from the Sale in accordance with applicable law, the orders of the Court and the agreement of the Consenting Parties;

4. Kiel is authorized to terminate the KP Leases if relevant;

5. The Sale of the Property will be exempt from Transfer Taxes.

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Baker & Daniels
Jay Jaffe (#5037-98)
John F. W. Fleming (#24182-49)
600 East 96th Street, Suite 600
Indianapolis, Indiana 46240
Telephone: (317) 569-9600
Facsimile: (317) 569-4800

Baker & Daniels
Terry E. Hall (#22041-49)
300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46240
Telephone: (317) 237-0300
Facsimile: (317) 237-1000

DISTRIBUTION:

Unsecured Creditors' Committee counsel
Counsel of record
Intervenors
U.S. Trustee
Counsel to National City
The service list
The winning bidder

EXHIBIT A

The following described real estate is located in Jefferson County, Kentucky:

PARCEL ONE:

TRACT ONE (Tax parcel #04-019E-0032-0000; 162 N. Campbell Street):

BEGINNING on the West side of Campbell Street between Franklin Street and the Beargrass Creek and commencing at a point 273 feet from the northwest corner of Franklin and Campbell Street, running along Campbell Street north 21 5/12 feet; thence west the same width 126 feet to a 11 ½ foot alley and being the southern 21-5/12 feet conveyed to Adam Bleich by deed recorded in Deed Book 127 page 45 in the Jefferson County Clerk's office.

TRACT TWO (Tax parcel #04-019E-0033-0000; 164 N. Campbell Street):

BEGINNING in the Westwardly line of Campbell Street 294 feet 5 inches Northwardly from Franklin Street; thence Northwardly along the westwardly line of Campbell Street 22 feet 7 inches and extending back westwardly between lines parallel with Franklin Street 126 feet to an alley.

TRACT THREE (Tax parcel #04-019E-0034-0000; 166 N. Campbell Street):

BEGINNING at a point on Campbell Street, 317 feet North of Franklin; thence North along said Campbell Street, 22 feet, thence West 126 feet to an alley 11 ½ feet wide, thence along said alley South 22 feet and thence Easterly 126 feet to the point of beginning.

TRACT FOUR (Tax parcel #04-019E-0036-0000; 200 N. Campbell Street):

BEGINNING at a point 364 feet North of Franklin and Campbell Streets on the West side of Campbell Street, thence running Westwardly 126 feet to a 11 ½ foot alley; thence North along said alley 25 feet; thence East 126 feet to Campbell Street; thence South along Campbell Street 25 feet to the beginning.

TRACT FIVE (Tax parcel #04-019E-0037-0000; 202 N. Campbell Street):

BEGINNING on the West side of Campbell Street, 389 feet North of Franklin Street; thence Northwardly with the West line of Campbell Street, 20 feet, thence extending back Westwardly the same width throughout, between lines parallel with Franklin Street, 126 feet to an alley.

TRACT SIX (Tax parcel #04-019E-0038-0000; 204 N. Campbell Street):

BEGINNING on the West side of Campbell Street, 409 feet North of Franklin Street; thence Northwardly with the West line of Campbell Street, 20 feet, thence Westwardly, same width throughout, between lines parallel with Franklin Street, 126 feet to an alley.

Store No. D-171

Page 1 of 3

TRACT SEVEN (Tax parcel #04-019E-0039-0000; 206 N. Campbell Street):

BEGINNING on the West side of Campbell Street, 429 feet North of Franklin Street; running thence Northwardly along the West side of Campbell Street, 19 feet 8 inches and extending back Westwardly of the same width throughout, between lines at right angles to Campbell Street, 126 feet to an alley.

TRACT EIGHT (Tax parcel #04-019E-0040-0000; 208 N. Campbell Street):

BEGINNING at a point in the West line of Campbell Street, 448' 8" North of Franklin Street; thence North with the West line of Campbell Street, 19'6"; thence Westwardly, of that same width throughout, in lines at right angles to Campbell Street, 126' to an alley.

The above tracts being the same the same property conveyed to K.P. Oil, Inc. by deed dated March 10, 1989, recorded in Deed Book 5849, page 181, in the office of the Clerk of Court of Jefferson County, Kentucky.

PARCEL TWO (Tax parcel #04-019E-0035-0000; 168 N. Campbell Street):

BEGINNING on the West side of Campbell Street, 339 feet North of Franklin Street; thence running Westwardly 126 feet to a 11 ½ foot alley; thence Northwardly along the said alley 25 feet; thence Southwardly along Campbell Street, 25 feet, to the beginning.

Being the same property conveyed to K.P. Oil, Inc. by deed dated May 15, 1989, recorded in Deed Book 5864, page 911, said records.

Store No. D-171

PARCEL THREE (Tax parcel #04-019E-0078-0000; 207 N. Campbell Street):

BEGINNING at the Northeast corner of Campbell Street and Geiger Street; thence with the North line of Geiger Street, South 82°18' East 126 feet to the Southeast corner of the tract conveyed to Louis W. Dolt and Coleman G. Dew, partners, trading and doing business as Dolt & Dew, by deed of record in Deed Book 2425, page 292, in the office of the Clerk of Court of Jefferson County, Kentucky; thence with the East line of said tract, North 7°57' East 223.91 feet to the South line of the tract claimed by the Louisville and Nashville Railroad Company; thence with said line, South 81°14' West 131.56 feet to the East line of Campbell Street; thence with said line, South 7°57' West 186.62 feet to the point of beginning.

Being the same property conveyed to K.P. Oil, Inc. by deed dated June 6, 1979, recorded in Deed Book 5102, page 624, said records.

Being the same property conveyed to K.P. Oil, Inc. by the following deeds: dated June 6, 1979, recorded in Deed Book 5102, page 624; dated March 10, 1989, recorded in Deed Book 5849, page 181; and dated May 15, 1989, recorded in Deed Book 5864, page 911, all in the office of the Clerk of Court of Jefferson County, Kentucky.

Store D-171
Property Address: 207 Campbell St., Louisville, KY
Property Identification No. (s): 04-019E-0032-0000; 04-019E-0034-0000; 04-019E-0036-0000; 04-019E-0037-0000; 04-019E-0038-0000;
04-019E-0039-0000; 04-019E-0040-0000; 04-019E-0035-0000;
04-019E-0078-0000;
Prior Recording Reference: Book 5102, Page 624, Book 5849, Page 181
Book 5864, Page 911

EXHIBIT B

BID OFFER FORM AND PURCHASE AND SALE AGREEMENT

PART I –BID OFFER

NAMES AND CONTACT INFORMATION:

Seller: Kiel Bros. Oil Company, Inc. and KP Oil, Inc., Debtors in Possession

Purchaser: Geiger Street Properties, LLC
(Enter full legal name.)

State of Purchaser's formation: Ky

Address: 930 Geiger Street
Louisville Ky 40206

Name of contact person: David Ernstberger

Work phone: 502-587-0701

Cell phone: 502-727-7670

Home phone: 502-897-0827

Fax: 502-581-0697

Pager: _____

E-mail address: davernst@bellsouth.net

Purchaser's Social Security Number or F.E.I.N.: [redacted]
402-66-3627

BID TYPE: Check the box to indicate the type of bid you are submitting (CHECK ONE):

✓ Single Site Bid

___ Multiple Site Bid

___ Single Preferred Site Bid

BID AMOUNTS: Enter Bid Price(s) for the Site(s) on the attached Bid Designation Form (Exhibit A)

Nov. 5 2004 10:51AM TASMAN No.5295 P. 7

ORIGINAL

DEPOSITS:

Initial Deposit: $ 10000

MUST BE SUBMITTED BY CASHIERS OR CERTIFIED CHECK PAYABLE TO "**Kiel Bros. Oil Company, Inc. and KP Oil, Inc., Debtors in Possession**" WITH YOUR BID

Additional Deposit: WILL BE DETERMINED BY MarketplaceAdvisors ("MPA") TO BE PAID WITHIN 3 DAYS AFTER YOU ARE NOTIFIED BY MPA OF ANY SUCCESSFUL BID(S).

ASSUMED CONTRACTS INCLUDING DEALER CONTRACTS:

- Identify any Assumed Contracts you would like to assume (attach additional sheet if necessary - a copy of the relevant pages from the Property Description Package (the "PDP") provided by Seller to Purchaser with respect to the Property (as hereinafter defined), marked to clearly identify the Assumed Contracts, may be attached):
- _____
- _____
- _____
- _____
- _____

PURCHASE AND SALE AGREEMENT: The provisions, terms and conditions set forth in Part II of this Bid Offer Form and Purchase and Sale Agreement are incorporated herein by this reference.

Upon determination of successful bids, Purchaser hereby authorizes MPA to determine, as applicable, the number of Sites on Exhibit A awarded to Purchaser pursuant to successful bid(s) and calculate the Initial Deposit due from Purchaser with respect to Purchaser's successful bid(s). Purchaser hereby further authorizes MPA to fill in any of such information where appropriate on this Bid Offer Form and Purchase and Sale Agreement (the "Agreement") and to correct any such information erroneously completed by Purchaser. The Terms and Conditions of Sale and Bid Instructions provided to Purchaser in each Property Description Package for each Site ("PDP") (the "Auction Procedures") are incorporated herein by this reference.

By signing this form, Purchaser agrees to be bound by the obligations specified in this Agreement and the Auction Procedures prior to the time of the acceptance of Purchaser's Bid as to any Site designated by Purchaser in the Bid Designation Form. From and after the time of such acceptance, this Agreement shall be deemed to

constitute a contract, in accordance with the terms hereof and the Auction Procedures, as to each and every Site which was so accepted.

In the event of any conflict among this Agreement and the Auction Procedures, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Bid Offer Form and Purchase and Sale Agreement, as their own free act and deed, and as of the dates written below.

PURCHASER: Geiger Street Properties LLC.
(Print full legal name identical to name inserted as "Purchaser" above.)

By: Alice Tasman, Trustee

Print Name of Person Signing: Alice Tasman

Title: Trustee of Tasman Family Trust; Sole Member of Geiger Street Properties LLC
(Leave blank if Purchaser is an individual.)

Date: 11/4/2004

SELLER: KIEL BROS. OIL COMPANY, INC.,
DEBTOR IN POSSESSION

By: _____

Print Name: _____

Title: _____

Date: _____

KP OIL, INC., DEBTOR IN POSSESSION

By: _____

Printed Name: _____

Title: _____

Date: _____

Nov. 5. 2004 10:51AM TASMAN No.5295 P. 3

EXHIBIT A

BID DESIGNATION FORM

Seller: Kiel Bros. Oil Company, Inc. and KP Oil, Inc.
Debtors in Possession

Identification of Sites

Site No.: D-171	Bid Price: $ 330,966	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:
Site No.:	Bid Price:	Preference:

Sum of all Bid Prices for the Site(s) (collectively "Site") $ 330,966

The Site Number is that number assigned to the Site. Additional lines for Store Nos. and Bid Prices may be added as needed. If making a Single Preferred Site Bid, please indicate your preference in the space provided next to the Site by ranking the Site from 1, 2, 3... with 1 being your first preference.

SELLER: KIEL BROS. OIL COMPANY, INC., DEBTOR IN POSSESSION

By: _____

Printed Name: _____

Title: _____

Date: _____

KP OIL, INC., DEBTOR IN POSSESSION

By: _____

Printed Name: _____

Title: _____

Date: _____

PURCHASER: Geiger Street Properties, LLC

By: _____

Printed Name: Norman Tasman

Title: President

Date: 11/1/2004

EXHIBIT C

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PART II - PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and among Seller and Purchaser set forth in the Bid Offer Form, Part I hereof. This Agreement, including all parts, exhibits and attachments hereto, together with the Terms and Conditions of Sale and Bid Instructions (the "Auction Procedures"), and any other instrument, agreement or document contemplated hereby or thereby are collectively referred to hereafter as the "Sale Documents."

1. PURCHASE AND SALE.

(a) Site. Seller agrees to sell and convey and Purchaser agrees to purchase and accept conveyance of all of Seller's right, title and interest in and to the fee, leasehold estate and/or a contract to supply fuel to a dealer ("Dealer Contract"), as applicable, to each Site for which Seller accepts the bid of Purchaser as set forth in the foregoing Bid Offer Form and the attached Bid Designation Form ("Purchaser's Bid") as provided in this Agreement, and may refer to an individual Site or multiple Sites, as applicable, which Site (as identified on the Bid Designation Form singularly or collectively "Site") includes, except in the case of a purchase of a Dealer Contract only, all of Seller's interest in: (i) any buildings and land improvements now located thereon; (ii) the equipment, trade fixtures and other tangible and intangible personal property owned by Seller and located thereon (the "Equipment"); and (iii) the above ground or underground storage tank system located thereon (the "System").

(b) Inventory. Seller further agrees to sell and convey and Purchaser agrees to purchase and accept conveyance of all of Seller's right, title and interest in and to all merchandise, petroleum and supply inventories currently held by Seller for resale at the Site (the "Inventory").

(c) Property. The Site, Equipment, System and Inventory are collectively referred to hereafter as the "Property," provided that Inventory will not be included where inapplicable.

(d) Dealer Site. In the event that a Purchaser acquires Seller's interest in the fee or leasehold of a Site that is operated by a dealer of Seller, Purchaser shall assume the dealer contract for the Site. In addition, Purchaser shall indemnify Seller, MPA, and each of their counsel, employees, agents, insurers, subsidiaries and affiliates from any and all claims, demands, liability, damages, costs, fines or penalties resulting from Purchaser's failure to comply with the Petroleum Marketing Practices Act, 15 U.S.C. § 2810 et. seq., or any similar law, statute or regulation ("PMPA").

(e) Excluded Assets. The Property does not include the Excluded Assets identified in the Property Description Package for the Site or cash on hand, cash equivalent, credit card receipts and other receivables, any leased, vendor supplied or other property not owned by Seller, proprietary

software, all signage and advertising material containing the image or name of "Tobacco Road," "BP/Amoco Petroleum" and "Marathon Ashland Petroleum" and any other words, names or marks owned or licensed by Seller.

2. REAL PROPERTY DESCRIPTION. Purchaser hereby authorizes MarketplaceAdvisors ("MPA") to attach the legal description(s), where appropriate, for each Site awarded to Purchaser as Schedule 1, by Seller's acceptance of Purchaser's Bid as provided in this Agreement.

3. PURCHASE PRICE. The purchase price for the Property for which Purchaser is the successful bidder shall be the sum of the (i) Bid Price for the Site or a Dealer Contract or sum of Bid Prices for multiple Sites or Dealer Contracts (as set forth on the Bid Designation Form); and (ii) the Inventory Value (as defined in Section 5(d) hereof) (the "Property Purchase Amount"). The Property Purchase Amount, payable entirely in cash, is payable as follows:

(a) Initial Bid Deposit (the "Initial Deposit") paid by certified or cashier's check made payable to Kiel Bros. Oil Company, Inc. and KP Oil, Inc., Debtors in Possession, and submitted with this Agreement in the amount described in the Auction Procedures.

(b) Additional Deposit (as hereafter defined) payable by certified or cashier's check made payable to Kiel Bros. Oil Company, Inc. and KP Oil, Inc., Debtors in Possession, in an amount that when added to the Initial Deposit, shall equal ten percent (10%) of the successful Bid Price for the Site, but in no event shall be less than the Initial Deposit. The Initial Deposit, together with the Additional Deposit are collectively referred to as the "Total Deposit." The Additional Deposit shall be paid by Purchaser to Kiel Bros. Oil Company, Inc. and KP Oil, Inc., Debtors in Possession, within three (3) days after Purchaser is notified by MPA of the acceptance of Purchaser's offer set forth in this Agreement; provided, however, such acceptance shall not be binding on Seller until the conditions precedent to Seller's execution and delivery of this Agreement are satisfied. The Total Deposit may be deposited in an interest bearing or a non-interest bearing account; provided, however, that in no event shall Purchaser be entitled to the benefit of any interest earned thereon, whether as a credit against the Property Purchase Amount or otherwise. The failure of Purchaser to remit the Additional Deposit on a timely basis may, at Seller's option, result in the termination of this Agreement and the forfeiture of the Initial Deposit. Except as otherwise expressly provided in this Agreement, the Total Deposit shall be non-refundable.

(c) In the event Purchaser is the successful bidder for multiple Sites, and Seller, in its sole discretion, has agreed to allow Purchaser to fund the purchase for such Sites in more than one Closing, the Total Deposit shall

be applied at the Closing of the last Site, unless sooner payable to Seller hereunder.

(d) The Property Purchase Amount, less the Total Deposit, shall be paid by Purchaser to Seller (or to such other party as provided in this Agreement or as directed by Seller at the Closing) in cash or immediately available funds at Closing, subject to the credits, adjustments and prorations hereinafter provided.

4. NON-REVOCATION OF BID. Prior to the execution of this Agreement by Seller, Purchaser's offer as set forth in this Agreement shall remain in force and shall not be revoked, altered or withdrawn by Purchaser for the later of twenty-eight (28) days following September 20, 2004 or thirty (30) days following the entry of an order approving the sale of the Site (the "Consideration Timeframe"). Seller reserves the right during the Consideration Timeframe to reject the offer, seek a "best and final bid" or an overbid as set forth in the Auction Procedures or execute this Agreement. Purchaser's offer shall be deemed accepted upon execution of this Agreement by Seller (the "Effective Date"); however, the offer is subject to (i) the Overbid Process as described herein and in the Order Approving Motion for Order Under 11 U.S.C. §§ 105, 363, 365 and Fed. R. Bankr. P. 2002, 6004 and 6006: (A) Approving Bidding Procedures; (B) Scheduling Sale Hearing; and (C) Granting Related Relief, and (ii) approval from the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division. Since time is of the essence, successful bidders will be notified of the award via phone, fax, mail or e-mail. The executed PSA will be sent by regular mail or overnight courier.

5. ASSUMED CONTRACTS; LEASED EQUIPMENT.

(a) In the event that Purchaser is purchasing Assumed Contracts, Purchaser shall pay to Seller the amount necessary to cure any defaults owing in respect of each of the Assumed Contracts (such aggregate amount, the "Assumed Contract Amount"). The Assumed Contract Amount shall be paid in addition to the Property Purchase Amount and the Inventory Value, Seller shall assign, and Purchaser shall assume, any Assumed Contracts only in accordance with the Order (as defined below). If the Order does not provide for all or any Assumed Contracts to be assigned to and assumed by Purchaser, Purchaser shall not be released from its obligations to purchase the remainder of the Property and to pay the full Property Purchase Amount as required herein.

(b) Certain equipment, trade fixtures and other tangible personal property located at the Site may be leased by Seller as described in the PDP under master leases covering more sites than are subject to Purchaser's bid (collectively, the "Leased Equipment") and therefore the equipment leases may not be assumable or assignable by Seller as part of the transactions contemplated by this Agreement. For any Leased Equipment that

ORIGINAL

Purchaser desires to purchase, Purchaser shall be responsible for arranging to buy such Leased Equipment from the applicable lessors and for paying to such lessors at Closing the purchase price for such Leased Equipment (such purchase price being the "Leased Equipment Amount"). The Leased Equipment Amount shall be paid directly to the applicable lessor and shall be in addition to the Property Purchase Amount, the Inventory Value and the Assumed Contract Amount payable to Seller. If Purchaser does not or is unable to arrange for the purchase of any Leased Equipment on or before the Closing Date or fails to pay the Leased Equipment Amount, Purchaser shall not be released from its obligations to purchase the remainder of the Property and to pay the full Purchase Price as required herein.

6. COURT APPROVAL OF SALE. The sale of the Property is subject to and contingent upon the entry of one or more orders of the United States Bankruptcy Court for the Southern District of Indiana (the "Bankruptcy Court"), authorizing the sale of the Property to Purchaser on the terms and conditions set forth in this Agreement and which order has not been stayed (the "Order"). With respect to each lease of a Site (each, a "Lease"), if Seller owns a leasehold interest, as tenant or subtenant, in such Site, and each Assumed Contract, Purchaser shall on or before the fifth business day immediately preceding the day of the Bankruptcy Court hearing at which Seller requests that the Order be entered, either (a) obtain the written consent from the counterparty to such Lease or Assumed Contract to the assignment by Seller, and assumption by Purchaser of such Lease or Assumed Contract, or (b) file with or submit to the Bankruptcy Court a pleading setting forth in reasonable detail evidence necessary to meet the Bankruptcy Code's requirement of "adequate assurance of future performance" of such Lease or Assumed Contract as required by Section 365(f)(2)(B) of the Bankruptcy Code.

7. CLOSING.

(a) Closing of this transaction ("Closing") shall take place at a location and on a business day selected by Seller which is no earlier than the eleventh (11th) day after the Bankruptcy Court issues the Order (or if such eleventh (11th) day is not a business day, the next business day) ("Closing Date"). Seller shall provide no fewer than five (5) days written notice to Purchaser of the Closing Date. Seller shall have the right to delay or extend the Closing Date by up to an additional fifteen (15) days in its sole discretion by notifying Purchaser of the exercise of such extension right in writing.

(b) In the event that Purchaser requests that Seller delay the Closing Date and Seller agrees to such request, then to the extent the Site is one in which Seller owns a leasehold interest, as a tenant or subtenant, Purchaser shall pay to Seller the prorated portion of the lease or sublease payments for such Site, on a per diem basis, from the Closing Date originally selected by Seller.

(c) Not less than five (5) days prior to Closing, Seller and/or MPA shall deliver by facsimile to Purchaser an estimated value of the Inventory (the "Estimated Inventory Value"). Purchaser shall deposit with MPA one hundred five percent (105%) of the Estimated Inventory Value on or prior to the Closing Date by certified check, cashier's check or wire transfer made payable to Kiel Bros. Oil Company, Inc. and KP Oil, Inc., Debtors in Possession (the "Inventory Deposit"). Failure to fund the Inventory Deposit as set forth herein shall be considered a default under the Agreement and may result in the forfeiture of the Total Deposit, in Seller's complete and sole discretion.

(d) The aggregate value of all Inventory on hand at any Site for which Purchaser has submitted a successful bid on the Closing Date (the "Inventory Value") shall be determined by a physical count of such Inventory substantially contemporaneously with the Closing conducted by an outside audit firm designated by Seller and in accordance with the Terms and Conditions of Sale. The price to be paid for all non-gasoline Inventory (including, but not limited to, convenience products, cigarettes, tobacco products, and supplies) shall be based on Seller's most recent cost for such Inventory as set forth on Seller's books and records. The price to be paid for petroleum Inventory will be determined on the basis of a physical inventory of gallons on hand as of the Closing Date, priced on the basis of the branded or unbranded posted rack price (as applicable for each respective Site) for each grade of gasoline and distillate fuel in the market area in which each Site is located as of the Closing Date, plus applicable freight costs and taxes. The cost of such physical Inventory counts shall be borne equally between the parties and shall be paid at Closing. Any difference between the Estimated Inventory Value and the actual value of Inventory (as physically calculated at Closing) may result in additional amounts due from Seller or Purchaser. The appropriate party must remit such additional amounts within five (5) days following the Closing Date. Possession of the Property shall be given to Purchaser upon (a) completion of the Inventory count and the execution of a supplemental settlement statement setting forth the Inventory Value, as physically counted at Closing, each to occur on the Closing Date, (b) payment of the Property Purchase Amount, and (c) satisfaction of all other obligations hereunder or under the Sale Documents. In the event the Inventory Deposit paid by Purchaser is greater than the Inventory Value assessed at Closing, the excess amount shall be refunded to Purchaser promptly after the Closing.

(e) At Closing and with respect to each Property, Seller shall deliver to Purchaser the following:

(1) a quitclaim deed or assignment of lease or sublease, conveying Seller's interest in the Site, executed by Seller (copies of which are attached as Exhibits B-1 and B-2);

ORIGINAL

(2) a quitclaim bill of sale conveying the remainder of the Property, executed by Seller;

(3) an Assignment and Assumption of Assumed Contracts, if any, executed by Seller;

(4) an assignment and assumption of trust fund rights agreement for qualified Sites;

(5) a settlement statement, executed by Seller reflecting the prorations and Property Purchase Amount adjustments contemplated by this Agreement;

(6) the Management Agreement, if any, executed by Seller; and

(7) such other documents as may be reasonably required to complete the transaction provided for in this Agreement.

At Closing and with respect to each Site, Purchaser shall deliver to Seller, in addition to the Property Purchase Amount, the following:

(1) evidence of Purchaser's authority to execute, deliver and perform this Agreement and consummate the acquisition of the Property;

(2) the acceptance of quitclaim deed or assignment and assumption of lease or sublease;

(3) a settlement statement executed by Purchaser reflecting the prorations and Property Purchase Amount adjustments contemplated by this Agreement;

(4) the Purchasing Entity Change Fee (as hereinafter defined), if any;

(5) an assignment and assumption of trust fund rights for qualified Sites; and

(6) such other documents as may be reasonably required to complete the transaction provided for in this Agreement and any amendment to this Agreement, if applicable.

8. ADJUSTMENTS AND PRORATIONS. Rental payments for leaseholds, rental income from tenants or subtenants, if any, pass-throughs from tenants or subtenants, if any, taxes, utilities and similar changes shall be adjusted ratably as of midnight on the day immediately preceding the Closing Date (the "Adjustment Date"). Purchaser shall be liable for all obligations with respect to the lease for leasehold sites and any lease or sublease with respect to fee sites from the Adjustment Date forward and shall otherwise indemnify Seller with respect thereto. Seller shall be liable for all obligations accrued with respect to the lease for leasehold sites or any lease or sublease with respect to fee sites prior to the Adjustment Date. With respect to all bills for which Purchaser receives a credit at Closing pursuant to this section, Purchaser covenants to pay all such bills prior to such bills becoming delinquent. Seller will bring items for which it is responsible and that are past due (if any) current on the Closing Date either by paying the past due amounts or by depositing such amounts into escrow. All amounts for which current bills are not available shall be prorated based on one hundred percent (100%) of the amount of the most recent actual bill available. All

ORIGINAL

prorations under this section shall be final. In lieu of prorating utility bills, Seller may elect to have a final meter reading completed on the day immediately preceding the Closing Date, and Purchaser shall be responsible for all utility charges after such final reading. The provisions of this section shall survive the Closing.

9. CLOSING COSTS. Seller and Purchaser shall each pay their own attorneys' fees and expenses. Purchaser shall be solely responsible for (i) state, county and local transfer taxes (if applicable), any sales and documentary stamp taxes, and recording fees required to be paid, all of which amounts shall be paid to Seller, the escrow agent or the appropriate taxing authority as of the Closing Date; (ii) any taxes payable on the transfer of the Property, the Assumed Contracts and the Leased Equipment; (iii) all escrow charges payable to Chicago Title Insurance Company, which shall act as escrow agent; (iv) any costs and expenses incurred in connection with Purchaser obtaining any licenses, permits or authorizations required to acquire, manage, develop and/or operate the Property; (v) all survey and title insurance premiums, search fees or other charges, including those incurred by Seller in connection with the preparation of the title commitment and survey, if any, for the Site; and (vi) except as otherwise provided in this Agreement, all other costs and expenses of the transaction contemplated by this Agreement. Purchaser agrees to indemnify and hold Seller harmless for, from and against any loss, cost, claim, damage or expense incurred, directly or indirectly, by Seller as a result of Purchaser's failure to pay any such tax or cost. Purchaser's obligations in this section shall survive Closing or early termination hereof.

10. NON-RECORDATION. Purchaser shall not record or cause this Agreement or any memorandum thereof to be recorded. Any such recording in violation of this covenant shall both constitute default of Purchaser hereunder and shall be deemed to render Purchaser's right to purchase the Property completely null and void and of no further force and effect, and Purchaser shall forfeit the Total Deposit.

11. COVENANTS.

(a) Fulfillment of Seller's Obligations. Upon the execution and delivery by Seller of the documents to be executed and delivered by Seller at the Closing and the fulfillment of the other conditions to Purchaser's obligations to consummate the transactions provided for herein, Seller shall be deemed to have fully complied with and fulfilled all of the conditions, warranties, representations and covenants of this Agreement on the part of Seller.

(b) Purchaser's Representations. Purchaser warrants, represents and covenants to Seller as of the date of Purchaser's execution of this Agreement and on and as of the Closing that (i) Purchaser has full power and authority to execute and deliver this Agreement and to perform its

obligations hereunder and has taken all necessary action to authorize the execution and performance of this Agreement and the consummation of the transactions contemplated herein; and (ii) Purchaser has sufficient financial resources to consummate the transaction contemplated hereby, provide adequate assurance of future performance as to any lease and pay the Property Purchase Amount.

(c) Identities of Purchaser and Affiliates. Seller and/or MPA reserve the right to utilize each bidder's name and social security number or tax identification number in a review of the database established under the U.S. Patriot Act of 2001. Purchaser covenants to disclose to Seller and MPA the identities of all of its affiliates promptly following the receipt of a request for such disclosure from Seller and to promptly respond to other reasonable inquiries to permit Seller to analyze the applicability, if any, of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). If it is determined that any filings under the HSR Act must be made in connection with the transactions contemplated by this Agreement, Purchaser shall pay all fees with respect thereto, and the Closing Date shall be postponed for a reasonable amount of time to allow such filings to be made and all applicable waiting periods to expire.

12. DISCLAIMER OF WARRANTIES; "AS IS, WHERE IS" CONVEYANCE.

(a) Purchaser warrants and acknowledges to and agrees with Seller that Purchaser is purchasing the Property in an "**AS IS, WHERE IS**" condition "**with all faults**" and all latent or patent defects, specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller. Purchaser acknowledges that (i) Purchaser has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, or material or immaterial) that may have been given by or made by or on behalf of Seller or MPA; (ii) the due diligence material for each Site ("Site Data") (whether included in the Property Description Package "PDP" or otherwise), together with any and all other information provided by Seller, MPA, their counsel and/or their employees, agents, subsidiaries and affiliates, is based in part upon information and materials obtained from sources deemed reliable without independent verification; and (iii) no warranty or representation, express or implied, is made by either Seller or MPA or their counsel, employees, agents, subsidiaries and affiliates, as to the accuracy or completeness of any or all such information. Purchaser acknowledges that Purchaser is buying the Property based on its own investigations, and, by accepting all or part of the Property, acknowledges that it has conducted such investigation as it has deemed necessary or advisable and that it is not relying upon any representations of Seller, Seller's agents or MPA.

ORIGINAL

(b) Seller, MPA and each of their counsel, employees, agents, subsidiaries and affiliates, disclose to Purchaser, and Purchaser understands and acknowledges, that Seller may not have complete knowledge of the physical or economic characteristics of the Property. Accordingly, Seller, MPA and/each of their counsel, employees, agents and subsidiaries hereby disclaim, and Purchaser hereby acknowledges such disclaimer of any warranty, guaranty or representation, express or implied, oral or written, past, present or future, of, as to, or concerning (i) the quality, nature, adequacy, state of repair or physical condition of the Property, including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (ii) 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 Property such as water, soil and geology, and the suitability thereof and of the Property for any and all activities and use which Purchaser may elect to conduct thereon; (iii) the quality, nature, adequacy or physical condition of soils or ground water at the Property; (iv) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property or available at its boundaries; (v) the development potential of the Property, its habitability, merchantability of fitness, suitability or adequacy for any particular purpose; (vi) the zoning or other legal status of the Property, including but not limited to, condemnation or threat of condemnation; (vii) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity, 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; (viii) the Property's or its operations' compliance with any applicable labor laws or building codes concerning labor and material used or incorporated into the Property or any other labor or materials relating in any way to the Property; and (ix) the existence of uncured nonmonetary defaults under any leasehold interest in the Property.

(c) Purchaser acknowledges to and agrees with Seller, MPA and each of their counsel, employees, agents, subsidiaries and affiliates that, with respect to the Property, Seller has not, does not and will not make any warranties or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, merchantability, habitability or fitness for a particular use, or with respect to the value, profitability or marketability of the Property or with respect to Seller's compliance with the applicable provisions of the PMPA, including but not limited to Seller's compliance with any termination or notification provisions thereof.

(d) Purchaser acknowledges to Seller, MPA and each of their counsel, employees, agents, subsidiaries and affiliates that, with respect to the Property, Seller has not, does not and will not make any representation or warranty with regard to existence or non-existence at any time of hazardous waste or substances, including, without limitation, petroleum products, on, at, or under the surface of the Property or otherwise arising therefrom, or with regard to the environmental condition of the Property and/or compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any petroleum product, hazardous waste or substance.

(e) Purchaser acknowledges that it is Purchaser's responsibility to undertake such due diligence and to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to acquiring or leasing the Property. Subject to the limitations set forth herein, such inquiries and investigations may include, but shall not be limited to, any oral or unrecorded leases and agreements pertaining to the Property, the physical components of all portions of the Property, the condition of the Property (including the existence of any hazardous or toxic wastes or other contaminants), the existence of any wood destroying organisms on the Property, such state of facts as an accurate survey and inspection would show, the present and future zoning ordinances, resolutions and regulations of the city, county and state where the Property is located and the value and marketability of the Property.

(f) Without in any way limiting the generality of the preceding subparagraphs (a) through (e), Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and discharges, and covenants not to sue with respect to any claim it has, might have had or may have against Seller, MPA, their counsel, employees, agents, insurers, subsidiaries and affiliates with respect to the condition of the Property; either patent or latent; Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Property, and/or certificates of compliance for the Property; the actual or potential income or profits to be derived from the Property; the real estate taxes or assessments now or hereafter payable thereon, Seller's compliance with the applicable provisions of the PMPA, including but not limited to Seller's compliance with any termination or notification provisions thereof; the environmental condition of the Property and/or compliance of the Property with any applicable laws, statutes, ordinances, rules or regulations, including environmental protection, pollution or land use laws, rules, regulations or requirements, the PMPA and any other state of facts with respect to the Property.

13. DEALER SITE. In the event that Purchaser acquires Seller's interest in the fee or leasehold of a Site that is operated by a dealer of Seller, Purchaser shall

assume the dealer contract for the Site. In addition, Purchaser shall indemnify Seller, MPA, and each of their counsel, employees, agents, insurers, subsidiaries and affiliates from any and all claims, demands, liability, damages, costs, fines or penalties resulting from Purchaser's failure to comply with the PMPA or any similar law, statute or regulation.

14. PROPERTY INSPECTION.

(a) It is specifically understood by all parties hereto that (i) Purchaser's obligation to purchase the Property is not contingent upon any inspections or diligence performed on the Property and/or with Purchaser being satisfied with the condition of the Property; (ii) prior to the Closing, Purchaser shall not be permitted to take samples of soil, groundwater or other water, air or building materials (except within the scope of Environmental Due Diligence Period as set forth in Section 19 hereof) or conduct any invasive testing; and (iii) prior to the Closing, Purchaser may not perform, or cause to be performed, any (A) Phase II or invasive environmental assessments or (B) any subsurface drillings or inspections on the Property. Prior to the Closing, Purchaser shall make no written or oral inquiries, requests, demands, or other solicitations of any governmental agencies for information concerning the environmental condition of the Property, except (i) under any applicable Freedom of Information laws and (ii) disclosure of information or events (including any release) required to be disclosed by applicable law. Purchaser agrees to indemnify and hold Seller harmless for, from and against any loss, cost (including attorneys' fees), claim, damage or expense incurred, directly or indirectly, by Seller as a result of Purchaser's inspection, examination or survey of the Property regardless of when such inspection, examination or survey occurred.

(b) Purchaser agrees that neither it nor its representatives, nor its prospective lenders nor their representatives, will initiate contact with any representatives or employees of Seller, and all inquiries therefor will be directed to MPA. Any inspection permitted pursuant to the Auction Procedures shall be conducted in a manner so as not to damage the Property or otherwise interfere with the operation of Seller's business. If any damage is caused, Purchaser agrees to immediately repair and restore the Property to its former condition at Purchaser's sole cost and expense. Purchaser shall not disclose any of the information, findings or conclusions of its inspections to any other person or entity whatsoever, including any governmental authorities, absent the prior written authorization of Seller, unless required to do so by law, in which event Purchaser will, prior to such disclosure, provide Seller written notice of such obligation so as to provide Seller a reasonable opportunity to contest such disclosure. If so required to disclose such information, findings or conclusions, Purchaser shall simultaneously provide to Seller a copy of the information submitted to such third party. If Purchaser knowingly

disregards the restrictions set forth in this section, it shall be deemed to be in violation of its confidentiality requirements as set forth in this Agreement and the Sale Documents.

15. SURVEY AND TITLE. Purchaser may, prior to Closing, and at its sole cost and expense, cause a new survey of the Site to be made; provided, however, that Purchaser's obligations under this Agreement are not contingent upon timely completion of or Purchaser's satisfaction with or approval of the conditions any such survey discloses and Purchaser's election to cause a new survey to be made shall not relieve Purchaser from its obligations, under Section 9 hereof, to pay Seller for survey charges incurred by Seller. Chicago Title Insurance Company has issued a commitment for title insurance for the Site and is prepared to provide title insurance pursuant thereto at Purchaser's expense, if requested by Purchaser.

16. BREACH OF AGREEMENT BY SELLER. In the event the purchase and sale hereunder is not closed by reason of Seller's default in any material obligation under this Agreement or as a result of the repudiation of this Agreement by Seller, the parties hereto agree that Purchaser's exclusive remedy shall be limited to a return of the Total Deposit. In no event shall Purchaser have the right, and Purchaser hereby waives the right, to sue for specific performance, and in no event shall Seller be liable for any damages, special, incidental, consequential, punitive or otherwise. The provisions of this section shall survive the termination of this Agreement.

17. BREACH OF AGREEMENT BY PURCHASER. In the event the purchase and sale hereunder is not closed by reason of Purchaser's default hereunder (including, without limitation, Purchaser's breach of any covenant hereunder or if any representation contained herein is untrue when made or as of the Closing) then, at Seller's option, Seller may terminate this Agreement and retain the Total Deposit as liquidated damages. In addition, in the event Seller is unable to collect on any check delivered by Purchaser to Seller, then, at Seller's option, and without notice, Seller may immediately terminate this Agreement and retain the Total Deposit as liquidated damages. The parties hereto expressly acknowledge that in the event Seller elects to terminate this Agreement and retain the Total Deposit as liquidated damages, the Total Deposit is intended not as a penalty, but as full liquidated damages. The parties further acknowledge that in the event Seller elects to terminate this Agreement and retain the Total Deposit as liquidated damages, the amount of the Total Deposit represents a reasonable estimate by the parties of the amount of the loss that Seller expects to suffer in the event the sale or purchase of the Property is not closed because of Purchaser's default or Seller's inability to collect on Purchaser's checks. In the event the purchase and sale contemplated in this Agreement is not consummated because of Purchaser's default or Seller's inability to collect on Purchaser's checks and Seller elects to terminate this Agreement and retain the Total Deposit as liquidated damages, Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover the Total

ORIGINAL

Deposit or any part thereof on any grounds, including, without limitation, that it is unreasonable in amount or that its retention by Seller is a penalty and was not agreed upon. Any breach under any other agreement to purchase any Property listed on the C-Store/Petroleum Market X-change entered into by Purchaser or its affiliates shall be considered a breach under this Agreement. The provisions of this section shall survive the termination of this Agreement.

18. TERMINATION. If either party elects to terminate this Agreement as permitted by this Agreement, the Total Deposit shall be retained or disbursed as contemplated by this Agreement and neither party shall have any other rights or obligations under this Agreement, except for such rights which by the terms of this Agreement survive the termination of this Agreement. This section shall survive the termination of this Agreement.

19. CASUALTY OR CONDEMNATION.

(a) Seller agrees to give Purchaser prompt written notice of any fire or other casualty affecting any portion of the Property or of any actual or threatened (to the extent that Seller has current knowledge thereof) taking or condemnation of all or any portion of the Property.

(b) If prior to Closing there shall occur (i) damage to any Property caused by fire or other casualty; or (ii) the taking or condemnation of all or any portion of the Property, then the Closing shall occur as provided in this Agreement, and the insurance and condemnation proceeds shall be assigned to Purchaser.

(c) The parties hereby waive the provisions of the Uniform Vendor and Purchaser Risk Act (to the extent the same is applicable to the Property) and of any other law to the same or similar effect, and agree that the same shall not apply to this Agreement.

(d) The provisions of this section shall survive Closing or the termination of this Agreement.

20. ENVIRONMENTAL MATTERS.

(a) Environmental. Seller will assign its rights to reimbursement under applicable state insurance funds associated with environmental remediation ("State Funds").

(b) Trust Fund. Unless otherwise disclosed by Seller, it is acknowledged by all parties hereto that the Site, if it has an underground storage tank, is currently eligible for reimbursement from State Funds for costs associated with investigation and/or environmental remediation costs and third party claims. In the event that the Site is determined prior to closing to be ineligible for participation in the State Funds, Purchaser may terminate this Agreement, as to such Site, during such Environmental Due Diligence

Period, and Purchaser shall be entitled to a return of that portion of the Total Deposit relating to the affected Site.

(c) Environmental Obligations of Purchaser. Except for Seller's performance of its obligations imposed under 19(a), Purchaser, by its execution of this Agreement, hereby waives, releases and discharges Seller, MPA and each of their counsel, employees, agents, insurers, subsidiaries and affiliates from any and all claims, causes of action, demands, liability, damages, fines, penalties, costs (including attorneys' fees), expenses, and/or obligations to remediate the Site or to reimburse Purchaser for remediation or damages, costs, expenses, fines or penalties, caused by or related to contaminated soil or groundwater or other forms of contamination or hazardous or toxic materials in, on, under, upon or arising from the Site, regardless of whether such contamination is currently known or unknown or exists or does not exist. Purchaser covenants not to sue Seller, MPA or their counsel, employees, agents, insurers, subsidiaries or affiliates for any liability, damages, costs, expenses, fines, penalties and/or obligations, caused by or related to contaminated soil or groundwater or other forms of contamination or hazardous or toxic materials in, on, under, upon or arising from the Site, regardless of whether such contamination is currently known or unknown or exists or does not exist. Purchaser shall defend, indemnify and hold harmless Seller, MPA and each of their counsel, employees, agents, subsidiaries and affiliates from and against any and all claims, demands, causes of action, liability, damages, fines, penalties, costs (including attorneys' fees), expenses, or obligations, whether threatened, sought, brought or imposed, by any person or public or private entity, for, by reason of, or related to contaminated soil or groundwater or other forms of contamination or, hazardous or toxic materials in, on, under or upon the Site, or which migrated to or from the Site, regardless of whether such occurs, exists, or is discovered as of, prior to, or subsequent to the Closing Date. Such waiver, covenant and agreement to indemnify shall bind Purchaser, its successors and assigns.

(d) Survival. The provisions of this section shall survive Closing.

21. LICENSES.

(a) Liquor Licenses. Prior to the Closing Date and to the extent permitted by applicable law, Seller shall cooperate with and assist Purchaser in all commercially reasonable respects to facilitate the transfer of the liquor licenses to Purchaser with respect to the Site that are licensed to sell alcohol as of the date of this Agreement, should Purchaser determine it to be in its best interests to operate under liquor permits transferred from Seller versus obtaining Purchaser's own permits. To the extent the transfer of such liquor licenses to Purchaser does not occur on or before the Closing Date and Purchaser has used diligent, commercially

reasonable efforts to cause such transfer to occur, then Seller shall, at the Closing and to the extent permitted by applicable law, execute and deliver a management agreement, substantially in the form included in the PDP (the "Management Agreement"), with respect to each such Site (excluding any Site for which entering into a Management Agreement would violate applicable law).

(b) General Licenses and Authorization. Except as set forth in this Section 20, Purchaser shall be responsible for obtaining, at its expense, any licenses, permits and authorizations, including liquor licenses (collectively, "Licenses") required to acquire, manage, develop and/or operate the Property, including any registrations and licenses associated with UST's.

(c) Purchaser's Obligation to Obtain Licenses. Purchaser's failure to obtain such Licenses prior to Closing shall in no way delay Closing and shall not release Purchaser from its obligations to purchase the Property.

22. NOTICES. All notices under this Agreement shall be in writing and shall be deemed delivered (a) when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, (b) when a transmitting fax machine provides confirmation of transmission if sent by fax to Purchaser at the fax number inserted in Part I of this Agreement or (c) when delivered by a courier service to the addresses set forth in Part I of this Agreement and below. A copy of all notices given hereunder shall be delivered to Seller and simultaneously delivered to MarketplaceAdvisors, 14354 Frank Lloyd Wright Blvd., Suite 16, Scottsdale, Arizona 85260, Attention: Sale 205 or by facsimile to (480) 281-3891.

23. COOPERATING BROKERS. A commission equal to one percent (1%) of the Bid Price for the Property will be paid to Purchaser's registered broker at Closing. Such broker must have registered Purchaser in accordance with the Auction Procedures.

24. CONFIDENTIALITY. Purchaser acknowledges that all Site Data is confidential and is to be kept confidential by Purchaser and each person and entity receiving the same. By accessing Site Data in any form, Purchaser shall be deemed to consent to the contents of this section; provided, however, that Purchaser may disclose Site Data on a "need to know" basis to the following persons and entities, provided that they first agree to keep Site Data confidential: (a) the employees, officers, and directors of Purchaser or Purchaser's affiliates; (b) third-parties being utilized to perform investigations or analyze information in connection with advice with respect to the Property; or (c) third-parties providing Purchaser with financing for purchase of the Property. The foregoing provisions of this section requiring confidentiality shall terminate as to Purchaser only if and when Purchaser itself consummates the Closing of the Property.

25. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

26. WAIVER. No failure or delay on the part of Seller in exercising any right of Seller, nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

27. ENTIRE AGREEMENT; AMENDMENT. This Agreement, signed by Purchaser and Seller along with any exhibits attached, or to be attached, hereto, constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property except as are stated in the Terms and Conditions of Sale and Bid Instructions, incorporated into this Agreement by reference. Seller reserves the right, in its sole and absolute discretion, to amend, alter, modify or discharge this Agreement, the Terms and Conditions of Sale and Bid Instructions, or any other document contemplated hereby or thereby, such amendment to be consummated by an instrument in writing signed by Purchaser and Seller. In any event where any provisions contained in this Agreement contradict with any terms contained in the Sale Documents, the terms of this Agreement shall prevail.

28. HEADINGS. The sections or section headings herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or to limit the provisions or scope thereof.

29. SEVERABILITY. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

30. ASSIGNMENT. This Agreement shall not be assigned without the prior written consent of Seller. Except as provided in Section 36 hereof, Purchaser may not assign this Agreement or Purchaser's rights hereunder, directly or indirectly, including by operation of law, without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

31. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana, excluding conflict of law rules and principles. All parties hereby waive personal service of the summons, complaint and other process issued in any such action or suit and agree that service of such summons, complaint and other process may be made by registered or certified mail addressed to such party at the address stated below such party's signature to this Agreement or to such other address as designated in accordance with this Agreement.

32. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SALE DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE SALE DOCUMENTS. Each

party warrants and represents that it has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial rights following consultation with legal counsel.

33. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns; provided, however, this Agreement shall not be binding on Seller until executed and delivered by Seller.

34. AUCTION PROCEDURES. This Agreement is subject to the Auction Procedures. The terms and conditions of the Auction Procedures are hereby incorporated herein by reference.

35. STORE EMPLOYEES. On the day of Closing, Seller shall give notice of the transaction contemplated by this Agreement to its employees and terminate such employees. Purchaser may hire such employees at its discretion after Closing.

36. CHANGES IN PURCHASING ENTITY. Purchaser may request to change the identity of the entity purchasing the Property by providing Seller with a written request to make such change and an assignment and assumption agreement in the form provided by MPA (a "Purchase Assignment") executed by the new purchasing entity (the "Proposed New Purchaser"); provided, however, that, in the event such request is made later than the seventh (7th) day after Seller has notified Purchaser that it has submitted a successful bid, at the time of making such request, Purchaser shall pay to both Kiel Bros. Oil Company, Inc. and KP Oil, Inc., Debtors in Possession, a fee of five thousand dollars ($5,000.00) by certified or cashier's check (the "Purchasing Entity Change Fee"). If such request is made on or before such 7th day, Purchaser shall not be required to pay a Purchasing Entity Change Fee. Purchaser shall provide all information with respect to the Proposed New Purchaser that bidders are required to provide under the Auction Procedures. Seller may accept or reject the Proposed New Purchaser as the purchaser of the Property, in its sole discretion, but no acceptance shall be valid unless Seller notifies Purchaser thereof in writing. No request to change the identity of the entity purchasing the Property shall release or limit Purchaser's obligations hereunder, unless (a) Seller determines, in it sole discretion, to accept the Proposed New Purchaser as the purchaser of the Property, (b) the Proposed New Purchaser performs all of Purchaser's obligations hereunder, (c) the Closing occurs with the Proposed New Purchaser, and (d) Seller releases the original Purchaser in writing, in which event the Proposed New Purchaser shall become the "Purchaser" hereunder.

37. SIGN REMOVAL. Identity signs and logos associated with the Site (including, but not limited to, Tobacco Road, BP/Amoco Petroleum and Marathon Ashland Petroleum , as applicable) are the property of Seller, its affiliates and/or the applicable supplier. Supplier agreements are the property of Seller or its affiliates and will not be assigned or otherwise transferred to Purchaser. Purchaser shall remove all Tobacco Road signage within thirty (30) days after Closing. Purchaser of a Site associated with a BP/Amoco

Petroleum or a Marathon Ashland Petroleum shall pay to Seller an amount equal to (i) $5,000, multiplied by (ii) the number of such Sites purchased hereunder (such amount, the "Signage Removal Fee") to compensate Seller for disposing of all signage, advertising and other displays on the Site containing trade names, trademarks or other intellectual property owned or licensed by Seller, its affiliates and/or its suppliers or in which Seller, its affiliates, and/or its suppliers have any legal rights and for covering of any paint or other substance containing the colors commonly used (the "De-Identification Activities"). The Signage Removal Fee shall be paid at Closing in addition to the Purchase Price. Purchaser shall provide Seller's contractors and representatives reasonable access to the Site for a period not to exceed thirty (30) days following the Closing to conduct the De-Identification Activities. Seller shall use commercially reasonable efforts to cause its contractors to not unreasonably interfere with the conduct of Purchaser's business at the Site. Should Purchaser enter into a separate supply agreement with BP/Amoco Petroleum or Marathon Ashland Petroleum, Seller shall leave all appropriate signage, advertising and other displays at the Site upon receipt of Purchaser's written request to do so and a copy of its supply agreement, and the Signage Removal Fee shall not be due and payable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Purchase and Sale Agreement, as their own free act and deed, and as of the day and year first above written.

SELLER: KIEL BROS. OIL COMPANY, INC., DEBTOR IN POSSESSION

By: _____

Printed Name: _____

Title: _____

Date: _____

KP OIL, INC., DEBTOR IN POSSESSION

By: _____

Printed Name: _____

Title: _____

Date: _____

PURCHASER: Geiger Street Properties, LLC

By: Alice Tasman sole mbr

Printed Name: Alice Tasman

Title: Trustee of Tasman Family Trust, Sole Member of Geiger Street Properties, LLC

Date: 11/4/2004

Nov. 5. 2004 10:51AM TASMAN No.5295 P. 4

Schedule 1

The following described real estate is located in Jefferson County, Kentucky:

PARCEL ONE:

TRACT ONE (Tax parcel #04-019E-0032-0000; 162 N. Campbell Street):

BEGINNING on the West side of Campbell Street between Franklin Street and the Beargrass Creek and commencing at a point 273 feet from the northwest corner of Franklin and Campbell Street, running along Campbell Street north 21 5/12 feet; thence west the same width 126 feet to a 11 ½ foot alley and being the southern 21-5/12 feet conveyed to Adam Bleich by deed recorded in Deed Book 127 page 45 in the Jefferson County Clerk's office.

TRACT TWO (Tax parcel #04-019E-0033-0000; 164 N. Campbell Street):

BEGINNING in the Westwardly line of Campbell Street 294 feet 5 inches Northwardly from Franklin Street; thence Northwardly along the westwardly line of Campbell Street 22 feet 7 inches and extending back westwardly between lines parallel with Franklin Street 126 feet to an alley.

TRACT THREE (Tax parcel #04-019E-0034-0000; 166 N. Campbell Street):

BEGINNING at a point on Campbell Street, 317 feet North of Franklin; thence North along said Campbell Street, 22 feet, thence West 126 feet to an alley 11 ½ feet wide, thence along said alley South 22 feet and thence Easterly 126 feet to the point of beginning.

TRACT FOUR (Tax parcel #04-019E-0036-0000; 200 N. Campbell Street):

BEGINNING at a point 364 feet North of Franklin and Campbell Streets on the West side of Campbell Street, thence running Westwardly 126 feet to a 11 ½ foot alley; thence North along said alley 25 feet; thence East 126 feet to Campbell Street; thence South along Campbell Street 25 feet to the beginning.

TRACT FIVE (Tax parcel #04-019E-0037-0000; 202 N. Campbell Street):

BEGINNING on the West side of Campbell Street, 389 feet North of Franklin Street; thence Northwardly with the West line of Campbell Street, 20 feet, thence extending back Westwardly the same width throughout, between lines parallel with Franklin Street, 126 feet to an alley.

TRACT SIX (Tax parcel #04-019E-0038-0000; 204 N. Campbell Street):

BEGINNING on the West side of Campbell Street, 409 feet North of Franklin Street; thence Northwardly with the West line of Campbell Street, 20 feet, thence Westwardly, same width throughout, between lines parallel with Franklin Street, 126 feet to an alley.

TRACT SEVEN (Tax parcel #04-019E-0039-0000; 206 N. Campbell Street):

BEGINNING on the West side of Campbell Street, 429 feet North of Franklin Street; running thence Northwardly along the West side of Campbell Street, 19 feet 8 inches and extending back Westwardly of the same width throughout, between lines at right angles to Campbell Street, 126 feet to an alley.

TRACT EIGHT (Tax parcel #04-019E-0040-0000; 208 N. Campbell Street):

BEGINNING at a point in the West line of Campbell Street, 448' 8" North of Franklin Street; thence North with the West line of Campbell Street, 19'6"; thence Westwardly, of that same width throughout, in lines at right angles to Campbell Street, 126' to an alley.

The above tracts being the same the same property conveyed to K.P. Oil, Inc. by deed dated March 10, 1989, recorded in Deed Book 5849, page 181, in the office of the Clerk of Court of Jefferson County, Kentucky.

PARCEL TWO (Tax parcel #04-019E-0035-0000; 168 N. Campbell Street):

BEGINNING on the West side of Campbell Street, 339 feet North of Franklin Street; thence running Westwardly 126 feet to a 11 ½ foot alley; thence Northwardly along the said alley 25 feet; thence Southwardly along Campbell Street, 25 feet, to the beginning.

Being the same property conveyed to K.P. Oil, Inc. by deed dated May 15, 1989, recorded in Deed Book 5864, page 911, said records.

Store No. D-171

PARCEL THREE (Tax parcel #04-019E-0078-0000; 207 N. Campbell Street):

BEGINNING at the Northeast corner of Campbell Street and Geiger Street; thence with the North line of Geiger Street, South 82°18' East 126 feet to the Southeast corner of the tract conveyed to Louis W. Dolt and Coleman G. Dew, partners, trading and doing business as Dolt & Dew, by deed of record in Deed Book 2425, page 292, in the office of the Clerk of Court of Jefferson County, Kentucky; thence with the East line of said tract, North 7°57' East 223.91 feet to the South line of the tract claimed by the Louisville and Nashville Railroad Company; thence with said line, South 81°14' West 131.56 feet to the East line of Campbell Street; thence with said line, South 7°57' West 186.62 feet to the point of beginning.

Being the same property conveyed to K.P. Oil, Inc. by deed dated June 6, 1979, recorded in Deed Book 5102, page 624, said records.

Being the same property conveyed to K.P. Oil, Inc. by the following deeds: dated June 6, 1979, recorded in Deed Book 5102, page 624; dated March 10, 1989, recorded in Deed Book 5849, page 181; and dated May 15, 1989, recorded in Deed Book 5864, page 911, all in the office of the Clerk of Court of Jefferson County, Kentucky.

Store D-171
Property Address: 207 Campbell St., Louisville, KY
Property Identification No. (s): 04-019E-0032-0000; 04-019E-0034-0000; 04-019E-0036-0000; 04-019E-0037-0000; 04-019E-0038-0000;
04-019E-0039-0000; 04-019E-0040-0000; 04-019E-0035-0000;
04-019E-0078-0000;
Prior Recording Reference: Book 5102, Page 624, Book 5849, Page 181
Book 5864, Page 911

EXHIBIT B-1

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that KP Oil, Inc., an Indiana corporation ("Grantor"), CONVEYS AND QUITCLAIMS to Geiger Street Properties, LLC, a(n) _____ ("Grantee"), for the sum of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate in Jefferson County, Kentucky, more particularly described in the attached Exhibit A and all improvements located thereon (collectively, the "Real Estate").

The Real Estate is being sold and Grantee is accepting possession of the Real Estate on the date hereof **"AS IS, WHERE IS, WITH ALL FAULTS,"** and without representation or warranty of any kind, express or implied, including, without limitation, warranty of income potential, operating expenses, uses or fitness for a particular purpose. Grantee, by its execution of the Acceptance attached hereto, hereby waives, releases and discharges Grantor from any and all claims, demands, liability, damages, costs, expenses, and/or obligations to remediate or to reimburse Grantee for remediation or damages, costs, expenses, fines or penalties. Grantee covenants not to sue Grantor for any liability, damages, costs, expenses, fines, penalties and/or obligations, caused by or related to contaminated soil or groundwater or other forms of contamination or toxic materials in, on, under, or upon the Real Estate, regardless of whether such contamination is currently known or unknown or exists or does not exist. Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, demands, causes of action, liability, damages, fines, penalties, costs (including attorneys' fees), expenses, or obligations, whether threatened, sought, brought or imposed, by any person or public or private entity, for, by reason of, or related to contaminated soil or groundwater or other forms of contamination or toxic materials in, on, under or upon the Real Estate, or which migrated to or from the Real Estate, regardless of whether such occurs, exists, or is discovered as of, prior to, or subsequent to the date hereof. Such waiver, covenant and agreement to indemnify shall bind Grantee, its successors and assigns. This paragraph shall not apply to Grantor's obligations under the Environmental Agreement executed in connection with the sale of the Real Estate.

Permanent Index Number(s): _____

Commonly known as: _____

Nov. 5. 2004 10:51AM TASMAN No.5295 P. 6

ORIGINAL

The undersigned person executing this Quitclaim Deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered and duly authorized by all necessary action of Grantor to execute and deliver this Quitclaim Deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken or done.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of _____, 2004.

GRANTOR:

KP OIL, INC.

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF_____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of KP Oil, Inc., who, having been duly sworn, acknowledged the execution of the foregoing Quitclaim Deed on behalf of such corporation.

Witness my hand and Notarial Seal this _____ day of _____, 2004.

_____
Notary Public

_____
Printed Name

My commission expires:_____.

I am a resident of _____ County, Indiana.

ACCEPTANCE

Geiger Street Properties, LLC, "Grantee" under the foregoing Quitclaim Deed, hereby evidences its acceptance of and agreement to the limitations, waivers, covenants and agreements on or of Grantee contained in such deed.

IN WITNESS WHEREOF, Grantee has executed this Acceptance this 4th day of November, 2004.

By: Alice Tasman, Trustee

Printed: Alice Tasman

Title: Trustee of Tasman Family Trust; Sole Member of Geiger Street Properties, LLC

STATE OF Kentucky)
) SS:
COUNTY OF Jefferson)

Before me, a Notary Public in and for the State of Kentucky, personally appeared Alice Tasman the Trustee of Tasman Family Trust, who, having been duly sworn, acknowledged the execution of the foregoing Acceptance on behalf of such entity.

Witness my hand and Notarial Seal this 4th day of November, 2004.

Cynthia Martinez
Notary Public
Cynthia Martinez
Printed Name

Notary Public, State at Large, KY
My commission expires Jan. 24, 2008

My commission expires: .

I am a resident of Jefferson County, Kentucky.

CYNTHIA MARTINEZ NOTARY PUBLIC STATE AT LARGE, KENTUCKY

NOV. 5. 2004 10:50AM TASMAN No.5295 P. 2

This instrument was prepared by Thomas A. Vogtner, Attorney at Law, Baker & Daniels, 300 North Meridian, Suite 2700, Indianapolis, Indiana, 46204.

Send document after recording and tax statements to
Tasman Industries
930 Geiger Street
Louisville Ky 40206
.

INIMAN2 855432v7

Nov. 5. 2004 10:51AM TASMAN No.5295 P. 5

EXHIBIT B-2

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into as of this ____ day of _____, 2004, between Kiel Bros. Oil Company, Inc., an Indiana corporation ("Assignor"), and _____ a(n) _____ ("Assignee").

Assignor for good and valuable consideration from Assignee, the receipt and sufficiency of which are hereby acknowledged by Assignor, hereby quitclaims to Assignee, its successors and assigns to have and to hold for their own use forever all of Assignor's right, title and interest in and to that certain Lease dated _____ (the "Lease") for the facility (the "Premises") located at _____. A true and correct copy of the Lease is attached as Exhibit A.

Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all claims, damages, liabilities, costs and expenses (including court costs, expert witnesses and attorneys' fees) caused by any breach or alleged breach of any obligation to be performed by Assignor under the Lease occurring prior to the date hereof.

Assignee hereby agrees to indemnify and hold Assignor harmless from and against any and all claims, damages, liabilities, costs and expenses (including court costs, expert witnesses and attorneys' fees) caused by any breach or alleged breach of any obligation to be performed by Assignee under the Lease occurring from and after the date hereof.

Assignor represents and warrants that it is the landlord under the Lease and that this Assignment has been authorized by all necessary action.

The Premises are being transferred and Assignee is accepting possession of the Premises on the date hereof **"AS IS, WHERE IS, WITH ALL FAULTS,"** and without representation or warranty of any kind, express or implied, including, without limitation, warranty of income potential, operating expenses, uses or fitness for a particular purpose. Assignee hereby waives, releases and discharges Assignor from any and all claims, demands, liability, damages, costs, expenses, and/or obligations to remediate or to reimburse Assignee for remediation or damages, costs, expenses, fines or penalties. Assignee covenants not to sue Assignor for any liability, damages, costs, expenses, fines, penalties and/or obligations, caused by or related to contaminated soil or groundwater or other forms of contamination or toxic materials in, on, under, or upon the Premises, regardless of whether such contamination is currently known or unknown or exists or does not exist. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all claims, demands, causes of action, liability, damages, fines, penalties, costs (including attorneys' fees), expenses, or obligations, whether threatened, sought, brought or imposed, by any person or public or private entity, for, by reason of, or related to contaminated soil or groundwater or other forms of

contamination or toxic materials in, on, under or upon the Premises, or which migrated to or from the Premises, regardless of whether such occurs, exists, or is discovered as of, prior to, or subsequent to the date hereof. Such waiver, covenant and agreement to indemnify shall bind Assignee, its successors and assigns. This paragraph shall not apply to Assignor's obligations under the Environmental Agreement executed in connection herewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

KIEL BROS. OIL COMPANY, INC. _____

By: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Title: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for the above state, personally appeared _____, the _____, of Kiel Bros. Oil Company, Inc., who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such corporation.

WITNESS my hand and Notarial Seal this ____day of _____, 2004.

_____
Notary Public

_____
Printed

My Commission Expires: _____

I am a resident of _____ County, Indiana.

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for the above state, personally appeared _____, the _____, of _____, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity.

WITNESS my hand and Notarial Seal this ____day of _____, 2004.

_____
Notary Public

_____
Printed

My Commission Expires: _____

I am a resident of _____ County, _____.

BAE SYSTEMS

Enterprise Systems Incorporated
11487 Sunset Hills Road
Reston, Virginia 20190-5234

CERTIFICATE OF SERVICE

District/off: 0756-1 User: jweiss Page 1 of 1 Date Rcvd: Nov 10, 2004
Case: 04-11121 Form ID: pdfOrder Total Served: 1

The following entities were served by first class mail on Nov 11, 2004.
aty Baker & Daniels, Baker & Daniels, 300 N. Meridian St, Ste 2700, Indianapolis, IN 46204-1782

The following entities were served by electronic transmission.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE. TOTAL: 0

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

First Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 11, 2004 **Signature:** Joseph Speetjens