

Cons. U-Fill'er-Up, Inc. P.O. Box 9718

155

Shelborne, N.C. 27408

NORTH CAROLINA
GUILFORD COUNTY

U FILL'ER UP

CONSIGNMENT
AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of MAY, 1977,
by and between U-FILLER-UP, INC., a North Carolina Corporation, hereinafter referred to as "DISTRIBUTOR", and

TERRY B. GOODIN

DINNER BELL RESTAURANT

Name

Individually and t/a
or

Name of store

Corporation

State of Inc.

Trade name

hereinafter referred to as "OPERATOR".

WITNESSETH:

WHEREAS, DISTRIBUTOR is the owner of complete self-service gasoline equipment consisting of tanks, pumps, signs, remote control equipment, and other related items hereinafter referred to as the "UNIT"; and

WHEREAS, OPERATOR owns or holds lawful possession of the property described in Exhibit "A" which is attached hereto and made a part of this Agreement as though set out herein in full, and

WHEREAS, OPERATOR desires that DISTRIBUTOR install the UNIT on the property described on Exhibit "A" and furnish its petroleum products to OPERATOR on a consignment basis wherein DISTRIBUTOR is a consignor and OPERATOR is a consignee and DISTRIBUTOR agrees to do so upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of ten (\$10.00) dollars by each party paid to the party of the other part, the parties hereto agree as follows:

1. **INSTALLATION OF EQUIPMENT:** DISTRIBUTOR will install the UNIT on said property in a workmanlike manner at its sole expense, provided that such location and manner of installation are approved by all governmental authorities having jurisdiction over the matter including but not limited to building inspectors, fire marshals, state highway authorities, and city councils, within one-hundred eighty days after such approval.

2. **MAINTENANCE AND OPERATION:** DISTRIBUTOR shall maintain the UNIT at all times in good working order and OPERATOR shall not be liable for any expense of repair or replacement thereof; provided, OPERATOR promptly shall report to DISTRIBUTOR any breakdown of the UNIT and DISTRIBUTOR shall use due diligence to repair same. OPERATOR shall furnish personnel to attend the UNIT and said personnel shall be the employees of the OPERATOR and not the DISTRIBUTOR. DISTRIBUTOR shall supply petroleum products sold through the UNIT in a normal and convenient delivery schedule and accordance with applicable laws.

3. **UTILITIES:** OPERATOR shall furnish without charge to DISTRIBUTOR all utilities necessary to operate the UNIT.

4. **OWNERSHIP AND CONTROL:** DISTRIBUTOR shall at all times own the UNIT, petroleum inventory, and proceeds from the sales of petroleum inventory and shall have the right to enter upon the OPERATOR'S property at all times for the purpose of installing, repairing, replacing, maintaining, delivering petroleum products, removing the UNIT, or receiving funds held in trust, in accordance with the provisions hereof. All inventory of petroleum products shall be consigned to the OPERATOR and proceeds from the sale of such consigned products in the hand of the OPERATOR are held in trust and shall be and remain the property of DISTRIBUTOR.

5. **GASOLINE PRICES:** THE OPERATOR SHALL NOT BE PERMITTED TO SELL GASOLINE AT A PRICE LOWER THAN THE PRICE CHARGED BY THE DISTRIBUTOR. OPERATOR'S PRICE IS TO BE COMPETITIVE AND IT IS NOT TO BE LOWERED IN ANY MANNER TO SELL BELOW ITS COST, EVEN THOUGH IT MAY BE LOWER THAN THE PRICE CHARGED BY THE DISTRIBUTOR. **SEE ADDENDUM

6. **PROCEEDS OF CONSIGNMENT SALES:** OPERATOR shall hold all proceeds from the sale of all consigned products sold by the OPERATOR and remit same to DISTRIBUTOR or its assignee at such intervals and in such manner as DISTRIBUTOR may request, but in no event more than two days after the close of each successive seven day period. The risk of theft and destruction of such monies shall be borne by OPERATOR. OPERATOR shall accept checks for petroleum products solely at OPERATOR'S risk and shall remit only cash to DISTRIBUTOR. The amount of gasoline dispensed from the UNIT shall be determined by meters on the pumps, gauges on storage tanks, or other reasonable methods for determining the quantity of gasoline removed from the storage tanks, shrinkage and losses due to spillage and evaporation shall be borne by the DISTRIBUTOR. The total gross gallonage to be charged to the OPERATOR is the portion only that shall be metered out and sold at retail. It is completely clear to the OPERATOR that funds collected from the sale of petroleum products are the property of the DISTRIBUTOR and are not to be used or spent for any purpose by the OPERATOR but are held in trust by the OPERATOR until remitted to DISTRIBUTOR. If such funds cannot be remitted as required herein due to some emergency such as sickness, death, flood, fire, national emergency, or other similar event, the OPERATOR is to notify, or cause to be notified the DISTRIBUTOR by phone as soon as possible at the expense of the DISTRIBUTOR. For good cause shown, (such as a planned vacation where the OPERATOR leaves his store open but does not have satisfactory means of remitting DISTRIBUTOR'S funds until he returns) the DISTRIBUTOR may agree in writing to late remittance of its funds. Should the OPERATOR fail to remit DISTRIBUTOR'S funds when due, except under conditions set forth above, DISTRIBUTOR, will notify OPERATOR by phone or telegram of failure to remit DISTRIBUTOR'S funds and OPERATOR will have seventy-two hours to deliver to DISTRIBUTOR all DISTRIBUTOR'S monies held by the OPERATOR. After seventy-two hours if said funds have not been received by the DISTRIBUTOR, DISTRIBUTOR may cause the UNIT to be deactivated and the OPERATOR shall sell no more of DISTRIBUTOR'S products until all funds of DISTRIBUTOR'S are remitted to DISTRIBUTOR. While said UNIT is deactivated for reason of the OPERATOR'S failure to remit DISTRIBUTOR'S money, the OPERATOR will be liable to the DISTRIBUTOR in the amount of fifteen dollars per day, payable weekly. In the event the DISTRIBUTOR elects to remove its equipment for failure of the OPERATOR to remit funds held in trust, OPERATOR'S obligation in the amount of fifteen dollars per day will cease as of the date of removal and OPERATOR will be liable to the DISTRIBUTOR for its loss in installation and removal of said UNIT; in such event no petroleum products may be sold at said property for the balance of OPERATOR'S lease. In addition, DISTRIBUTOR, at its option, may resort to any and all other remedies against the OPERATOR as by law provided. **AMENDED - SEE ADDENDUM

BOOK 1207P1328

RV-2

155
Cons U-Filler-Up Inc P.O. Box 9718
Greensboro, N.C. 27408
NORTH CAROLINA
GUILFORD COUNTY

U FILLER UP

CONSIGNMENT AGREEMENT

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by and between U-FILLER-UP, INC., a North Carolina Corporation, hereinafter referred to as "DISTRIBUTOR", and

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5. **GASOLINE PRICES:** OPERATOR shall not be obligated in any manner to sell below its cost, even though it may do so. ~~OPERATOR'S prices shall be competitive and it is not obligated in any manner to sell below its cost, even though it may do so.~~
**SEE ADDENDUM

6. **PROCEEDS OF CONSIGNMENT SALES:** OPERATOR shall hold all proceeds from the sale of all consigned products sold by the OPERATOR and remit same to DISTRIBUTOR or its assignee at such intervals and in such manner as DISTRIBUTOR may request, but in no event more than two days after the close of each successive seven day period. The risk of theft and destruction of such monies shall be borne by OPERATOR. OPERATOR shall accept checks for petroleum products solely at OPERATOR'S risk and shall remit only cash to DISTRIBUTOR. The amount of gasoline dispensed from the UNIT shall be determined by meters on the pumps, gauges on storage tanks, or other reasonable methods for determining the quantity of gasoline removed from the storage tanks; shrinkage and losses due to spillage and evaporation shall be borne by the DISTRIBUTOR. The total gross gallonage to be charged to the OPERATOR is the portion only that shall be metered out and sold at retail. It is completely clear to the OPERATOR that funds collected from the sale of petroleum products are the property of the DISTRIBUTOR and are not to be used or spent for any purpose by the OPERATOR but are held in trust by the OPERATOR until remitted to DISTRIBUTOR. If such funds cannot be remitted as required herein due to some emergency such as sickness, death, flood, fire, national emergency, or other similar event, the OPERATOR is to notify, or cause to be notified the DISTRIBUTOR by phone as soon as possible at the expense of the DISTRIBUTOR. For good cause shown, (such as a planned vacation where the OPERATOR leaves his store open but does not have satisfactory means of remitting DISTRIBUTOR'S funds until he returns) the DISTRIBUTOR may agree in writing to late remittance of its funds. Should the OPERATOR fail to remit DISTRIBUTOR'S funds when due, except under conditions set forth above, DISTRIBUTOR, will notify OPERATOR by phone or telegram of failure to remit DISTRIBUTOR'S funds and OPERATOR will have seventy-two hours to deliver to DISTRIBUTOR all DISTRIBUTOR'S monies held by the OPERATOR. After seventy-two hours if said funds have not been received by the DISTRIBUTOR, DISTRIBUTOR may cause the UNIT to be deactivated and the OPERATOR shall sell no more of DISTRIBUTOR'S products until all funds of DISTRIBUTOR'S are remitted to DISTRIBUTOR. While said UNIT is deactivated for reason of the OPERATOR'S failure to remit DISTRIBUTOR'S money, the OPERATOR will be liable to the DISTRIBUTOR in the amount of fifteen dollars per day, payable weekly. In the event the DISTRIBUTOR elects to remove its equipment for failure of the OPERATOR to remit funds held in trust, OPERATOR'S obligation in the amount of fifteen dollars per day will cease as of the date of removal and OPERATOR will be liable to the DISTRIBUTOR for its loss in installation and removal of said UNIT; in such event no petroleum products may be sold at said property for the balance of OPERATOR'S lease. In addition, DISTRIBUTOR, at its option, may resort to any and all other remedies against the OPERATOR as by law provided. ****AMENDED - SEE ADDENDUM**

BOOK 1207P1328

*** 7. OPERATOR'S COMMISSIONS: OPERATOR'S COMMISSIONS SHALL BE THE SAME AS THE COMMISSIONS PAID TO THE OPERATOR BY THE DISTRIBUTOR IN THE STATE OF NORTH CAROLINA. OPERATOR'S COMMISSIONS SHALL BE PAID TO THE OPERATOR BY THE DISTRIBUTOR IN THE STATE OF NORTH CAROLINA. OPERATOR'S COMMISSIONS SHALL BE PAID TO THE OPERATOR BY THE DISTRIBUTOR IN THE STATE OF NORTH CAROLINA. *** SEE ADDENDUM

8. RELATIONSHIP OF PARTIES: It is not the purpose or intention of this Agreement to create, and the Agreement shall not be construed to result in the creation of, a partnership, joint venture or other relationship whereby any party hereto shall be held liable for the acts or omissions of any other party, and each party shall be responsible only for its obligations arising hereunder.

9. TERMS AND TERMINATION: The initial term of this Agreement shall be for a period of five (5) years from the date hereof and as a part of the consideration hereof, it is agreed that DISTRIBUTOR shall have and is hereby granted the right to renew this Agreement for an additional five (5) year term, on the same terms and upon the same conditions of the first term; this agreement will be automatically renewed for said additional five (5) year period unless DISTRIBUTOR gives written notice to the OPERATOR within ninety (90) days of its expiration of the primary term of this Agreement of its election not to renew this Agreement. Notwithstanding the foregoing, the term of this Agreement shall not extend beyond the primary or any renewal term of any lease under which the OPERATOR holds lawful possession of the property, and OPERATOR agrees to furnish DISTRIBUTOR with a complete copy of all lease agreements covering the property. In the event OPERATOR fails to perform its obligations under this Agreement, then in that event the DISTRIBUTOR shall have the right but no duty during the term of this Agreement, to remove all or any part of the UNIT.

10. COVENANTS TO RUN WITH LAND: This Agreement and all covenants herein contained shall be deemed to touch and concern the property to run with the land and be binding upon all persons who shall succeed to the estate of the OPERATOR or any owner of the estate of the OPERATOR and any owner of the property whose consent to this AGREEMENT shall be annexed hereto.

11. PROHIBITIVE ORDINANCES: If any valid law, or ordinance, regulation or court decision shall have the effect of preventing or prohibiting the performance by DISTRIBUTOR under the covenants of this Agreement, this Agreement may be terminated at the election of the DISTRIBUTOR.

12. UNIFORM COMMERCIAL CODE — SHORT FORM AGREEMENT: The Operator has simultaneously executed and agrees to the recordation of uniform commercial code forms and a short form agreement putting all persons on notice of this consignment sales agreement.

13. PORTION DEEMED UNENFORCEABLE: Should any portion of this Agreement be deemed by any court of competent jurisdiction unconstitutional or unenforceable the balance of the Agreement shall remain in full force and effect.

14. LICENSES, TAXES, ETC.: Inasmuch as the UNIT and its operation are the sole property of the DISTRIBUTOR, DISTRIBUTOR is liable for and agrees to pay privilege taxes and personal property taxes and all other taxes which might be assessed against the operation of the UNIT.

15. APPLICABLE LAW: It is stipulated and agreed that the laws of North Carolina shall govern the interpretation of this Agreement.

16. SUBLEASE OR SALE: In the event that the OPERATOR decides to sell or sublease its interest in the aforementioned property the OPERATOR shall give first right of refusal to the DISTRIBUTOR to purchase said property or assume said lease at the same terms and under the same conditions that it will be offered to the other parties.

17. COMPLETE AGREEMENT AND WAIVERS: The Agreement and any addendum attached hereto contains the entire agreement of the parties and no representations, inducements or promises, oral or otherwise between the parties not embodied herein shall be of any force and effect. No failure of DISTRIBUTOR to exercise any right given to it hereunder or to insist upon strict compliance by the OPERATOR of any obligation hereunder, and no custom or practice at variance with the terms hereof shall constitute a waiver or DISTRIBUTOR'S right to demand exact and literal compliance with the terms hereof. Waiver of any particular default by the OPERATOR shall not impair the DISTRIBUTOR'S right in respect of any subsequent default of the same or a different nature, nor shall delay or omission of the DISTRIBUTOR'S rights as to such default or any subsequent act of default.

18. ASSIGNMENT: Proceeds from the sale of petroleum products held in trust by the OPERATOR may be assigned or this Agreement may be assigned by the DISTRIBUTOR without the consent of OPERATOR being first obtained.

19. SEE ADDENDUM

WHEREAS, the parties have executed this Agreement on this 23rd day of MAY, 19 77.

By Distributor-Consignor
U-FILLER-UP, INC.

By

SECRETARY

GENERAL MANAGER

ATTEST:

Assistant Secretary

By Operator-Consignee

TERRY B. GOODIN

Individually and /a DINNER BELL RESTAURANT

or

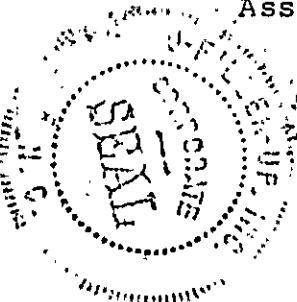
By

President

ATTEST:

Secretary

BOOK 1207P 1329



14 RV-22

NORTH CAROLINA

FORSYTH COUNTY

CONSENT TO AGREEMENT

In consideration of Ten (\$10.00) Dollars and other good and valuable considerations, V. L. DeHart and wife Frances C. DeHart, the undersigned, Owners of the property hereinafter described, hereby acknowledge that certain agreement between U-Filler-Up, Inc., a North Carolina corporation, and Distributor and Terry B. Goodin-Dinner Bell Restr., as Operator, said property being in _____ Township, Forsyth County, North Carolina, described as follows:

BEGINNING at an iron stake in the southeast corner of intersection of N.C. Highway No. 65 and Walkertown-Pine Hall Road and from said beginning point running thence along the southern margin of N.C. Highway No. 65, South 55 deg. 00 min. East 174.24 feet to an iron stake a new corner with Latney Flynn; thence on new lines with said Flynn the two following courses and distances: South 21 deg. 40 min. West 125 feet to a stake, and North 55 deg. 00 min. West 174.24 feet to an iron stake in the eastern margin of Walkertown-Pine Hall Road; thence along the eastern margin of said road, North 21 deg. 40 min. East 125 feet to the place of beginning, containing one-half acre, more or less, as surveyed by D. M. Mecum, Registered Surveyor, on April 20, 1964. Recorded in Deed Book 914, Page 590, Forsyth County Register of Deeds.

Said Owners of the premises hereby agree to the aforesaid contract and specifically agree as follows:

1. That the gasoline pumps, [REDACTED] and other related property installed by the distributor shall be for all purposes considered "personal property", irrespective of how it may be affixed, and may be removed by Distributor at any time, provided, that the Distributor will remove said personal property in a workmanlike manner and return the premises to the Owners in as good a condition as it was before installing said equipment.

2. That in the event the Owners, for any reason, terminate their lease with said tenant prior to the term of the existing lease with said tenant that they will give first right of refusal to the Distributor to assume said lease under its existing provisions for the balance of the term.

IN TESTIMONY WHEREOF, the Owners have hereunto set their hands and seals the day and year first above written.

V. L. DeHart (SEAL)
Frances C. DeHart (SEAL)

STATE OF NORTH CAROLINA Stokes COUNTY

I, J. A. B. B. B., a Notary Public of said County, do hereby certify that V. L. DeHart and Frances C. DeHart, Owners, personally appeared before me this day and acknowledged the execution of the foregoing Consent to Agreement.

Witness my hand and notarial seal, this the 21 day of May, 1977.

My Commission Expires:

April 23, 1981

J. A. B. B. B.
NOTARY PUBLIC
BOOK 1207 P 1330

CONSIGNMENT AGREEMENT ADDENDUM

WHEREAS, the parties to this Consignment Agreement mutually agree certain alterations, restrictions, and additions in said Agreement, the following amendments shall be set forth:

PARAGRAPH 5 - GASOLINE PRICES: The price per gallon shall be determined by the DISTRIBUTOR, however, OPERATOR may change signs and meters in accordance with the wishes of DISTRIBUTOR with the express consent from the DISTRIBUTOR.

PARAGRAPH 6 - AMENDMENT: The OPERATOR, as Consignee, shall be obliged to make U-FILL'ER-UP, INC.'s products available to the motoring public at times when that product is available to the operator and the unit is operating satisfactorily. This amendment shall be construed to mean that said obligation will only be effective during the course of regular business hours this location is open to the general public. Conversely, if said business is closed due to fire, flood, or other reasonable circumstances, the OPERATOR, is not obligated to sell DISTRIBUTOR's products. However, failure to meet the above duty of the OPERATOR can result in a liability of \$15.00 (Fifteen Dollars) per day to the DISTRIBUTOR, said liability payable weekly.

PARAGRAPH 7 - OPERATOR'S COMMISSIONS: For his efforts in purveying gasoline, the OPERATOR shall receive a commission of one-half of the excess of the full retail price per gallon over U-FILL'ER-UP's taxed delivered consignment factor per gallon to be computed as follows:

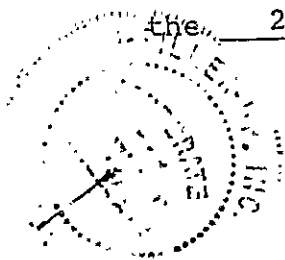
U-FILL'ER-UP, INC.'s consignment wholesale price per gallon;
plus all taxes; plus transportation cost.

Commissions earned by the OPERATOR shall be delivered to or mailed to the OPERATOR by the tenth of the month for the month immediately preceeding, provided the OPERATOR has fully complied with his obligations in this agreement.

PARAGRAPH 19 - SUPPLY: It is clearly understood and agreed to by the parties to this agreement that U-FILL'ER-UP, INC. will supply the OPERATOR gasoline on a best effort basis and in the event U-FILL'ER-UP, INC. is not able to obtain adequate gasoline to supply OPERATOR, OPERATOR agrees to hold U-FILL'ER-UP, INC. harmless.

WHEREAS, the parties have executed this Agreement on this

the 23rd day of MAY, 1977.



ATTEST:

Sally A. Williams
Assistant Secretary

U-FILL'ER-UP, INC.

By

[Signature]
General Manager - Secretary

By Operator-Consignee

Terry B. Goodin
TERRY B. GOODIN

Individually, and T/A

DINNER BELL RESTAURANT

ATTEST:

By

President

BOOK 1207P1332

EX-23

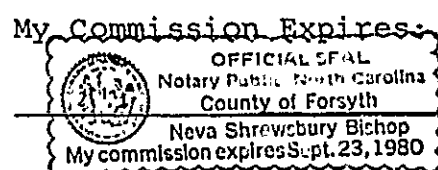
NORTH CAROLINA

COUNTY OF Forsyth

I, Neva Shrewsbury Bishop, a Notary Public, do hereby
certify that TERRY B. GOODIN, trading as
DINNER BELL RESTAURANT, personally came before me
this day and acknowledged the execution of the foregoing document.

Witness my hand and official seal, this 20th day of
May, 1977.

Neva Shrewsbury Bishop
Notary Public



BOOK 1207P 1333

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

This 23rd day of June 1977, personally came before me Patricia Bain Doss, a Notary Public, for said County E. T. GILLESPIE who being duly sworn says that he is the SECRETARY of U-FILL'ER-UP, INC. and that the seal affixed to the annexed instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said E. T. GILLESPIE acknowledged the said writing to be act and deed of said corporation. Witness my hand and notarial seal.

(Notarial Seal)

5-25-82

My Commission Expires:

PATRICIA BAIN DOSS

NOTARY PUBLIC

GUILFORD COUNTY, N. C. *****
Commission Expires 5-25-82.

Patricia Bain Doss
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

This 23rd day of June 1977, personally came before me Patricia Bain Doss, a Notary Public, for said County SALLY A. WILMORE who being duly sworn says that he is the ASSISTANT SECRETARY of U-FILL'ER-UP, INC. and that the seal affixed to the annexed instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said SALLY A. WILMORE acknowledged the said writing to be act and deed of said corporation. Witness my hand and notarial seal.

(Notarial Seal)

My Commission Expires: 5-25-82

PATRICIA BAIN DOSS

NOTARY PUBLIC

GUILFORD COUNTY, N. C.

Commission Expires 5-25-82.

Patricia Bain Doss
Notary Public

BOOK 1207P1334

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STATE OF NORTH CAROLINA—Forsyth County *Patricia Cain Doss, N.C., Sheriff, N.C.*
The foregoing (or annexed) certificate *S* of *Joseph A. Beasley, N.C., Stokes*
Co., N.C. & Newa S. Newbury Bishop, N.C., Forsyth Co., N.C.
(are) certified to be correct. This the *1st* day of *July* 19 *77*.

Probate fee 50¢ paid.

PRESENTED FOR
REGISTRATION
JUL 1 3 44 PM '77

Eunice Ayers, Register of Deeds

By *Janet Bottoms* Deputy-Assistant
OKEA

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.

\$9.00

BOOK 1207P 1335

EX-102