

No. of Additional  
Sheets Presented:

3. Maturity Date (Optional):

**1. Debtor(s) (Last Name First) and Address(es):**

Earnest W. & Mary W. Stewart  
T/A <sup>3/4</sup> Quick Shop  
4022 N. Main St.  
High Point, N.C. 27260

**2. Secured Party(ies) Name(s) And Address(es):**

U-Fill'er-Up, Inc.  
P. O. Box 9718  
Greensboro, N. C. 27408

4. For Filing Officer: Date, Time, File  
Filing Office:

10 20 AM '71  
9.00 LNC  
2.00 July

107129

7. This Financing Statement covers the following types or items of collateral:  
(Describe real estate, including record owner if item 6 is applicable)

1. All gasoline inventory and the proceeds from sales thereof. (Gasoline sold on consignment.)
2. Gasoline tanks, gasoline pumps, remote consoles, gasoline signs, gasoline lights, and related gasoline equipment.

5. Assignee(s) of Secured Party, Address(es):

6. ☐ The described crops are growing or to be grown on the real property described in item 7.

☒ The described goods are or are to be affixed to the real property described in Item 7.

☒ Proceeds— ☐ Products of the collateral are also covered.

8. Signatures: If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.

3. Signatures: ☒ debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate by  
*Ernest W. Stewart, Mary W. Stewart*

By Earnest W. & Mary W. Stewart Quick Stop By U-Filler-Up, Inc

Debtor(s) [or Assignor(s)]

Secured Party(ies) [or Assignee(s)]

## FINANCING STATEMENT

**(1) Filing Officer Copy — Numerical**

Standard Form Approved by  
ALL STATES SHOWN ON STUB UCC

BOOK 1285 P 0638

NORTH CAROLINA  
GUILFORD COUNTY

# U FILL'ER UP

CONSIGNMENT  
AGREEMENT

THIS AGREEMENT made and entered into this 21st day of September, 1979  
by and between U-FILLER-UP, INC., a North Carolina Corporation, hereinafter referred to as "DISTRIBUTOR", and

Mary W. Stewart  
Earnest W. Stewart

(M. D. R.)  
311 Quick Stop  
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 REMIT TO DISTRIBUTOR THE FULL RETAIL PRICE OF GASOLINE SOLD THROUGH THE UNIT. 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.

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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.

BOOK 1285P0641

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 21st day of September, 1979.

U-FILL'ER-UP, INC.

By

*E. T. Gillespie*  
General Manager - Vice President  
E. T. Gillespie

ATTEST:

Assistant Secretary  
Sally A. Wilmore

R. RANDEL COBB  
GUILFORD COUNTY, NC  
NOTARY PUBLIC  
COMM. EXPIRES MAY 17, 1983

ATTEST:

By Operator-Consignee

*Earnest W. Stewart*  
Earnest W. Stewart

*Mary W. Stewart*  
Mary W. Stewart

Individually and T/A

*m. B.*  
311 Quick Stop

or

By

President

BOOK 1285P0642

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

This 21<sup>st</sup> day of Sept 1979, personally came before me R. Randel Cobb, a Notary Public, for said County E. T. Gillespie who being duly sworn says that he is the General Manager 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)

**R. RANDEL COBB**

**GUILFORD COUNTY, NC  
NOTARY PUBLIC**

My Commission Expires: May 17, 1983

COMM. EXPIRES MAY 17, 1983

R. Randel Cobb  
Notary Public

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STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

This 21<sup>st</sup> day of Sept 1979, personally came before me R. Randel Cobb, a Notary Public, for said County Sally A. Wilmore who being duly sworn says that he is the Asst. 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: May 17, 1983

**R. RANDEL COBB**  
**GUILFORD COUNTY, NC**  
**NOTARY PUBLIC**  
**COMM. EXPIRES MAY 17, 1983**

R. Randel Cobb  
Notary Public

W80K 1285P0643

STATE OF

North Carolina

COUNTY OF

Guilford

I, R. Randel Cobb, a Notary Public of

Guilford

County certify that Ernest W.

Stewart

and Mary W. Stewart

personally appeared before me this day and signed the foregoing document.

Witness my hand and Notarial Seal this the 21<sup>st</sup> day of

Sept

, 1979.

R. Randel Cobb

Notary Public

My Commission Expires:

May 17, 1983

R. RANDEL COBB  
GUILFORD COUNTY, NC  
NOTARY PUBLIC  
COMM. EXPIRES MAY 17, 1983

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Box - Caloway

GENERAL POWER OF ATTORNEY  
(The proponent of this form is Staff Judge Advocate)

17

ORIGIN OUTSIDE FORSYTH COUNTY

DATA REQUIRED BY THE PRIVACY ACT OF 1974 (5 USC 552a) - AUTHORITY: Title 10, USC 3012. PRINCIPAL PURPOSE: Enables an individual to act on behalf of another. ROUTINE USES: A Power of Attorney is used to designate an individual to act on behalf of the Grantor. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUAL NOT PROVIDING INFORMATION: Information is voluntary and necessary for the proper preparation of the document and is used to offer a more complete identification of the Grantor.

KNOW ALL MEN BY THESE PRESENTS: That I, SHIRLEY N. SPROUSE

a legal resident of Clemmons, Forsythe County, State of North Carolina  
United States of America, now in the military service as a E-7  
(SSN 229-46-5251) in the Army of the United States, have made, constituted and appointed, and by these presents do make, constitute and appoint my wife, ERIKA E. SPROUSE  
whose address is 5359 Nestleway Dr., Clemmons, NC

my true and lawful attorney to act in, manage, and conduct all my estate and all my affairs, and for that purpose for me and in my name, place, and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in the doing or executing of, all or any of the following acts, deeds, and things, that is to say:

(1) To buy, receive, lease, accept, or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quit claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance of; any property whatsoever and wheresoever situated, be in real, personal, or mixed, or any custody, possession, interest, or right therein or pertaining thereto, upon such terms as my attorney shall think proper; (2) To take, hold, possess, invest, lease, or let, or otherwise manage any or all of my real, personal, or mixed property, or any interest therein or pertaining thereto; to elect, remove, or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof; (3) To make, do, and transact all and every kind of business of whatever kind or nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, claims, demands, debts, taxes, and obligations, which may now or hereafter be due, owing, or payable by me or to me; (4) To make, indorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, hypothecations, checks, notes, bonds, vouchers, receipts, releases, and such other instruments in writing of whatever kind and nature, as may be necessary, convenient, or proper in the premises; (5) To make deposits or investments in, or withdrawals from, any account, holding, or interest which I may now or hereafter have, or be entitled to, in any banking, trust, or investment institution, including postal savings depository offices, credit unions, savings and loan associations, and similar institutions; to exercise any right, option, or privilege pertaining thereto; and to open or establish accounts, holdings, or interests of whatever kind or nature, with any such institution, in my name or in my said attorney's name or in both our names jointly, either with or without right of survivorship; (6) To institute, prosecute, defend, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises; (7) To act as my attorney or proxy in respect to any stocks, shares, bonds, or other investments, rights, or interests, I may now or hereafter hold; (8) To engage and dismiss agents, counsel, and employees, and to appoint and remove at pleasure any substitute for, or agent of, my said attorney, in respect to all or any of the matters or things herein mentioned, and upon such terms as my attorney shall think fit; (9) To execute vouchers in my behalf for any and all allowances and reimbursements properly payable to me by the United States, including but not restricted to allowances and reimbursements for transportation of dependents or for shipment of household effects as authorized by law and Army regulations, and to receive, indorse, and collect the proceeds of checks or payable to the order of the undersigned drawn on the Treasurer of the United States; (10) To prepare, execute, and file income and other tax returns, and other governmental reports, declarations, applications, requests and documents; (11) To take possession, and order the removal and shipment, of any of my property from any post, warehouse, depot, dock, or other place of storage or safekeeping, governmental, or private; and to execute and deliver any release, voucher, receipt, shipping ticket, certificate, or other instrument necessary or convenient for such purpose; (12) To act as my attorney-in-fact or proxy in respect to any policy of insurance on my life and in that capacity to exercise any right, privilege, or option which I may have thereunder or pertaining thereto, excluding, however, the right to change the beneficiary, the right to change the method of payment of the insurance proceeds, and the right to make a cash surrender of the policy as distinguished from a surrender of the policy for loan, conversion, or other purposes as provided therein.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specially enumerated powers being in aid and exemplification of the full, complete, and general power herein granted, and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives, and assigns; whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney; and whether or not I, the grantor of this instrument, shall have been reported or listed, either officially or otherwise, as "missing" or "missing in action" as those words are used in military parlance, it being the intent hereof that such status designation shall not bar my attorney from fully and completely exercising and continuing to exercise any and all powers and rights herein granted, and that such report of "missing" or "missing in action" shall neither constitute nor be interpreted as constituting notice of my death nor operate to revoke this instrument.

Unless otherwise revoked, the power granted herein shall expire on the 1st day of October, 19 80.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of August, 19 79.

WITNESSES:  
Shirley N. Sprouse (SEAL)  
(Signature of Grantor)  
Pamela Y. Buchanan Ft Campbell Ky  
Name Address  
Senniger C. Gray Ft Campbell Ky  
Name Address

COMMONWEALTH OF KENTUCKY  
(County or District)  
COUNTY OF CHRISTIAN

ACKNOWLEDGEMENT

BOOK 1285P0645

SS