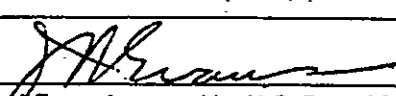
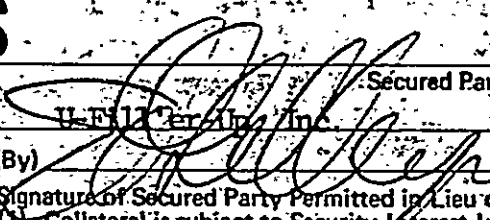


| UNIFORM COMMERCIAL CODE — FINANCING STATEMENT<br>APPROVED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES:                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                | UCC-1 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <p>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</p>                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                |       |
| (1) Debtor(s) (Last Name First) and Address(es):                                                                                                                                                                                                                                                                                                                                                                |  | (2) Secured Party(ies) (Name(s) And Address(es):                                                                                                                                                                                                                                                                                                                               |       |
| Hop-In Food Store, 1300 South Stratford Road, Winston-Salem NC                                                                                                                                                                                                                                                                                                                                                  |  | U-Fill'er-Up, Inc.<br>P. O. Box 9718<br>Greensboro NC 27408                                                                                                                                                                                                                                                                                                                    |       |
| (3) (a) <input checked="" type="checkbox"/> Collateral is or includes fixtures.<br>(b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered<br>(c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5).<br>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5). |  | (4) Assignee(s) of Secured Party, Address(es):                                                                                                                                                                                                                                                                                                                                 |       |
|                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                |       |
| (5) This Financing Statement Covers the Following types (or items) of property:                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                |       |
| <p>1. All Kerosene inventory and the proceeds from sales thereof. (Kerosene sold on consignment.)</p> <p>2. Kerosene tank, pump, remote console, Kerosene signs, Kerosene lights, and related Kerosene equipment.</p> <p><b>FIXTURES</b></p> <p><input checked="" type="checkbox"/> Products of the Collateral Are Also Covered</p>                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                |       |
| (6) Signatures: Debtor(s) Hop-In Food Store                                                                                                                                                                                                                                                                                                                                                                     |  | Secured Party(ies) [or Assignees]                                                                                                                                                                                                                                                                                                                                              |       |
| (By)                                                                                                                                                                                                                                                                                                                         |  | (By)                                                                                                                                                                                                                                                                                      |       |
| Standard Form Approved by N.C. Sec. of State and other states shown above.                                                                                                                                                                                                                                                                                                                                      |  | Signature of Secured Party Permitted in Lieu of Debtor's Signature:<br>(1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/><br><input type="checkbox"/> Collateral Is Brought Into This State<br><input type="checkbox"/> Debtor's Location Changed To This State<br>(2) For Other Situations See: G.S. 25-9-402 (2) |       |
| (1) Filing Officer Copy — Numerical                                                                                                                                                                                                                                                                                                                                                                             |  | UCC-1                                                                                                                                                                                                                                                                                                                                                                          |       |

CONSIGNMENT AGREEMENT ADDENDUM

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

KEROSENE 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 DISTRIBUTOR.

AMENDMENT: The OPERATOR, as consignee, shall be obliged to make U-Fill'er-Up, Inc.'s product available to the public at times when that product is available to 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.

Should OPERATOR fail to make DISTRIBUTOR's products available, as set forth above, for thirty (30) or more consecutive days, DISTRIBUTOR shall have the right, at its option, to immediately terminate the Agreement and all Addendums thereto.

Should DISTRIBUTOR exercise its option to terminate the Agreement and all Addendums thereto, any and all sums or amounts owed by OPERATOR to DISTRIBUTOR shall immediately become due and payable. DISTRIBUTOR shall also have the right to apply any commissions due the OPERATOR to any such sums or amounts then due OPERATOR, all as more particularly set forth below.

The above set out rights and remedies shall be in addition to all other rights and remedies available to DISTRIBUTOR. The failure to exercise any such right or remedy shall

in no way be construed as a waiver of such right or remedy or any other right or remedy available to DISTRIBUTOR by Agreement or Addendum thereto or by law or in equity.

Failure to meet the above duty of the OPERATOR shall result in a liability of Fifteen (\$15.00) Dollars per day to DISTRIBUTOR, said liability payable weekly; provided, however, that there shall be no liability in the amount of Fifteen (\$15.00) Dollars per day if OPERATOR's business is closed due to fire, flood, earthquake or other such act of God caused through no negligence on the part of OPERATOR. Provided, further, that if any such act of God should occur and OPERATOR shall not reopen for business within ninety (90) days after such occurrence, DISTRIBUTOR shall have the right at its option to terminate this Agreement and all Addendums thereto.

OPERATOR'S COMMISSIONS: For his efforts in purveying Kerosene, OPERATOR shall receive as full compensation Four (\$.04) Cents per gallon for each gallon retailed through DISTRIBUTOR's pumps. Commissions earned by OPERATOR shall be delivered to or mailed to OPERATOR by the tenth of the month for the month immediately preceding, provided OPERATOR has fully complied with his obligations in the Agreement and any Addendums thereto. In the event that OPERATOR has not complied with the terms of the Agreement or any Addendums thereto and in the further event that any sums or amounts are owed by OPERATOR to DISTRIBUTOR, in addition to all other remedies available to DISTRIBUTOR, DISTRIBUTOR shall have the right, at its sole option and discretion, to apply any and all commissions due OPERATOR to the balance of such amount owed.

SUPPLY: It is clearly understood and agreed to by the parties to this Agreement that U-Fill'er-Up, Inc. will supply OPERATOR Kerosene on a best effort basis and in the event

U-Fill'er-Up, Inc. is not able to obtain adequate Kerosene to supply OPERATOR, OPERATOR agrees to hold U-Fill'er-Up, Inc. harmless.

WHEREAS, the parties have executed this Agreement on this 15 day of Nov, 1983

U-FILL'ER-UP, INC.

By

[Signature]  
Vice President/General Manager

ATTEST:

[Signature]  
Assistant Secretary

By Operator-Consignee

HOP-MY FOOD STORES, INC.

By

[Signature]

Individually and T/A

ATTEST:

[Signature]  
Asst Sec.

O R

Roanoke, Virginia

GIVEN under my hand this 10 day of Nov, 1983

By

[Signature]  
Notary Public

My Commission Expires January 3, 1986

RECORDER'S MEMO  
Record of poor quality due to  
condition of original document.

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

This 15th day of November, 1983, personally came before me Billy Malear, a Notary Public, for said County E. T. Gillespie who being duly sworn says that he is the Vice President and 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)

BILLY MALEAR  
NOTARY PUBLIC  
GUILFORD COUNTY, N.C.  
My Commission Expires Dec. 9, 1987

My Commission expires:

*Billy Malear*  
Notary Public

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STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

This 15th day of November, 1983, personally came before me Billy Malear, a Notary Public, for said County Sally A. Wilmore who being duly sworn says that she 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)

BILLY MALEAR  
NOTARY PUBLIC  
GUILFORD COUNTY, N.C.  
My Commission Expires Dec. 9, 1987

My Commission expires:

*Billy Malear*  
Notary Public