

Mail To: Mrs. Sandy Emerson U-Fill'er-up, INC P.O. Box 9718
Greensboro NC 27429

011 46

SUBLEASE

THIS SUBLEASE is entered into as of this 30th day of January 1982, by and between TESORO GASOLINE MARKETING COMPANY, a Delaware corporation, hereinafter referred to as "Sublessor", and U-FILL'ER-UP, INC., a North Carolina Corporation, hereinafter referred to as "Subtenant", in accordance with the following terms and conditions.

1. DESCRIPTION OF PREMISES, EQUIPMENT AND USE:

1.1 Sublessor hereby leases to Subtenant and Subtenant hereby hires from Sublessor, the premises located at 7840 Silas Creek, Parkway, Winston-Salem, North Carolina, and described in Exhibit "A" attached hereto and made a part hereof (hereafter "Premises"), together with the equipment and fixtures indicated on Exhibit B, attached hereto and made a part thereof (hereafter "Equipment").

1.2 The Premises are to be used for the sale of motor vehicle fuel and related items and not for any other purpose.

1.3 Subtenant shall operate the business on said Premises ("Business") in accordance with similar businesses being operated in the general vicinity of the Premises.



Winston-Salem

1635P2550

UFG
RE
E

27-2000 0

2. TERM OF SUBLEASE: The initial term of this Sublease shall be for one year, beginning on February 1, 1982, and ending January 31, 1983, unless sooner as hereinafter provided. The word "term" shall include the initial term and any and all extensions thereof.

3. BASIC RENT: Subtenant shall pay to Sublessor as and for basic rent for the Premises without deduction or offset in advance on the first day of each month during the term hereof the sum of One Thousand Eight Hundred Dollars (\$1,800.00).

4. ADDITIONAL RENT:

In addition to the basic rent set forth in Article 3 of this Sublease, Subtenant shall also pay to Sublessor monthly the sum of the following amounts:

4.1 An amount equal to two cents (\$0.02) per gallon for each gallon of motor vehicle fuel sold by Subtenant from Premises during each calendar month, after deducting from said amount the amount of basic rent; provided that the amount of basic rent, plus the amount of additional rent payable pursuant to this Section 4.1, shall not exceed the sum of \$5,000 in any one calendar month.

4.2 Plus, a sum equal to seven percent (7%) of Subtenant's gross sales of non-motor vehicle fuel products, sold from Premises during each calendar month. The term

UFY
CJE

"gross sales" of non-motor vehicle fuel products shall mean and include the actual gross sales price of all merchandise sold and all charges for labor, services or commodities of any kind; regardless if for cash or other consideration or for credit, and if for credit, whether collection be made or not. There shall be deducted in the ascertainment of said "gross sales", the following: (i) the amount of any credit or refund given, and (ii) the actual amounts due or payable by Subtenant to any governmental agency or authority for or as a sales tax, petroleum tax, or any other similar tax.

4.3 Subtenant shall deliver to Sublessor at 9201 West Olympic Boulevard, Beverly Hills, California 90212 within thirty (30) days of the end of each month during the term hereof a statement showing the total gallons of motor vehicle fuel plus the total amount of gross sales of non-motor vehicle fuel products sold by Subtenant from Premises, during the preceding month. Said statement shall be verified by an officer or the controller of Subtenant, and shall be accompanied by payment of the additional rent.

4.4 Subtenant shall maintain at its principal office, a permanent record of all sales from Premises. Said records shall be originals and derived from devices, methods and records as are usually used in well conducted service station operations. Said records shall be available for inspection and audit upon ten (10) days written notice by Sublessor or its agents at reasonable times during normal

4FC
LR

business hours. Subtenant shall retain and preserve such records for at least five (5) years. If such audit or inspection shall show a deficiency in rent for the period covered, the amount thereof shall be paid promptly by Subtenant to Sublessor, together with Sublessor's cost of audit if the deficiency exceeds five percent (5%) of the reported amount of sales.

5. PREPAID RENT AND SECURITY DEPOSIT:

On execution of this Sublease, Subtenant shall:

5.1 Pay to Sublessor the sum of \$1,800.00 being basic rent for the first month of the term hereof.

5.2 Deposit with Sublessor the sum of \$1,800.00 as a security deposit for the performance by Subtenant of the provisions of this Sublease. If Subtenant is in default, the security deposit, or any portion of it, may be used by Sublessor to cure the default or to compensate Sublessor for all damage resulting from Subtenant's default. Subtenant shall on demand pay to Sublessor such sum as is necessary to maintain the security deposit in the above amount. If Subtenant is not in default at the expiration or termination of this Sublease, the security deposit shall be returned to Subtenant. Sublessor's obligations with respect to the security deposit are those of a debtor and not a trustee. The security deposit commingled with Sublessor's



4. 1635P2553



4F6
LE

general funds. Subtenant shall not be entitled to interest on the security deposit.

6. TAXES:

6.1 In addition to all other amounts herein specified, Subtenant shall pay prior to delinquency all governmental property taxes on Premises, Equipment and Business. Sublessor shall forward all tax bills obtained by it to Subtenant at least thirty (30) days prior to delinquency. Proration of said taxes shall be made when necessary for the first and last year of the term hereof. Subtenant shall have the right at its sole discretion and at its sole expense, to contest the amount or validity of any such tax in its own name or in the name of Sublessor and Sublessor shall execute such documents as Subtenant may reasonably require in connection therewith, provided there shall be no jeopardy to Sublessor's title to Premises or Equipment. Subtenant shall post a bond for all amounts contested and unpaid. Governmental property taxes shall include any taxes, assessments, fees, or bonds, levied or assessed against Sublessor as a substitution, in whole or in part, for the taxes and assessments herein indicated.

6.2 If at any time during the term of this Sublease the State of North Carolina or any political subdivision thereof, or any other political entity or public corporation of said state or of the United States, levies or

5.

1635P2554

[Handwritten signature]

*4F4
LE*

[Handwritten mark]

assesses against Sublessor a tax, fee, or excise on rents, on the square footage of the Premises, or any part thereof, on the act of entering, continuing, retaining or extending this Sublease, or on the occupancy of Subtenant, or any other charge, tax, fee, or excise, however described, as a substitution in whole or in part for, or in addition to, any real or personal property taxes, Subtenant shall pay before delinquency that charge, tax, fee or excise.

6.3 Subtenant shall also pay prior to delinquency any and all taxes, assessed or imposed, and which are payable during the term hereof on any of Subtenant's improvements, equipment, furniture, and personal property that may be located on Premises and any license or business tax or other charge, imposed on Subtenant by reason of the operation of Business.

7. CONDITION AND ACCEPTANCE OF PREMISES AND EQUIPMENT:

7.1 Subtenant has examined and is fully informed as to the condition of Premises and Equipment, and agrees that Sublessor shall not be held liable for any damage or injury that may be sustained by Subtenant, or any other person or their goods and chattels, in or about the Premises, Subtenant accepts Premises and Equipment as is.



6. 1635P2555



4FG
22

7.2 Subtenant acknowledges that Sublessor has not agreed to supply any petroleum product to Subtenant.

8. ALTERATIONS, MAINTENANCE AND REPAIRS:

8.1 Subtenant shall not make any alterations to Premises without Sublessor's consent. Any alterations made shall remain on and be surrendered with Premises on expiration or termination of the term, except that Sublessor can elect within 30 days before expiration of the term, or within 5 days after termination of the term, to require Subtenant to remove any alterations that Subtenant has made to Premises. If Sublessor so elects, Subtenant at its cost, shall restore Premises to the condition designated by Sublessor in said notice.

8.2 Subtenant agrees, at its sole cost and expense to keep and maintain Equipment in good working order and repair and not to remove or cause same to be removed from Premises, without Sublessor's prior written consent.

8.3 Subtenant agrees also to maintain the Premises and each part thereof in a clean and neat condition and in good repair, at its sole cost and expense.

8.4 Subtenant does hereby waive all rights he may have to make or require Sublessor to make repairs to Premises or Equipment at the expense of Sublessor by virtue of any law.



7.
BOOK 1635 P 2556





9. ASSIGNMENT OR SUBLEASE:

9.1 Subtenant shall not assign this Sublease, or any interest herein, sublet the Premises, or any part thereof, or allow any person other than Subtenant and his agents and employees to occupy or use the Premises or any part of them. Subtenant's financial condition and experience in the retail gasoline business are material inducements to Sublessor in executing this Sublease so that Sublessor shall have the right to arbitrarily and unreasonably withhold consent to any assignment or subletting and may impose any conditions on such consent Sublessor deems appropriate.

9.2 Any sale or transfer or disposition of Subtenant's interest via stock transfer, merger, or consolidation shall be deemed within the prohibition contained in Section 9.1.

10. DAMAGE/DESTRUCTION:

In the event of any damage or destruction to or of Equipment or the improvements on Premises during the term hereof, or in the event any is declared unsafe or unfit by any authorized public authority for any reason, Subtenant shall replace or repair them in conformity with local, state and federal laws and regulations, within thirty (30) days of said damage or destruction or declaration, at Subtenant's sole cost and expense.



8.

1635P2557

11. ADDITIONAL COVENANTS BY SUBTENANT:

Subtenant further covenants and agrees as follows:

11.1 Not to commit, or suffer to be committed any waste, injury or nuisance upon or to Premises or any part thereof or use the name "DIGAS" or "TESORO" or any similar name.

11.2 To pay to Sublessor upon taking possession of Premises, the amount of Sublessor's "Laid in Cost" for all petroleum products located upon Premises; to pay promptly when due, all rates and charges for water, gas, heat, light, power, telephone service and all other service supplied to the Premises during the term.

11.3 To keep Premises and Equipment free and clear of all liens on account of work done for Subtenant or persons claiming under it; to indemnify and save Sublessor free and harmless against liability, loss, damage, costs or expenses, including attorney fees, on account of claims or liens for work performed or materials or supplies furnished to or for use on Premises or Equipment; provided, however, Subtenant shall have the right to contest the validity or amount of any such lien or claimed lien, provided it posts a bond in an amount sufficient to keep Premises and Equipment lien free.



9.

1635P2558

11.4 At least 10 days prior to the time Subtenant commences any alteration, construction or repairs in or upon Premises, to deliver to Sublessor a written notice thereof so that Sublessor may post notices of non-responsibility.

11.5 Sublessor or any of Sublessor's agents or employees shall have the right at all reasonable hours to enter on the Premises to inspect them, perform any maintenance and repair not performed by Subtenant and post any notices permitted under law or this Sublease without incurring liability to Subtenant.

11.6 In case of any destruction of or damage to Premises or Equipment to give immediate notice thereof to Sublessor;

11.7 Sublessor or any of Sublessor's agents or employees shall have the right to put up, in some conspicuous place on the exterior of the Premises "For Lease" notices, within 30 days of termination of this Sublease, and that prospects shall be admitted at reasonable hours of the day to view the Premises.

11.8 Upon the expiration of the term or any sooner determination of this Sublease, to quit and surrender possession of the Premises and Equipment, to Sublessor in as good order and condition as when Subtenant took possession reasonable wear and use excepted and to repair, at its sole

cost and expense any damages to Premises, the improvements remaining thereon or Equipment occasioned by Subtenant's removal.

11.9 To comply at its sole cost and expense with all of the requirements of all Municipal, County, State, and Federal authorities now in force, or which may hereafter be in force pertaining to the operation of Business or the use of the Premises. The judgment of any court of competent jurisdiction, or the admission of Subtenant in any action or proceeding against Subtenant, whether Sublessor be a party thereto or not, that Subtenant has violated any such ordinance or statute in said use, shall be conclusive proof of that fact as between Sublessor and Subtenant;

11.10 Not to abandon or vacate the Premises at any time during the term hereof. If Subtenant shall abandon, vacate or surrender said Premises or be dispossessed by process of law, any personal property or trade fixtures belonging to Subtenant and left on the Premises shall be deemed abandoned, at the sole discretion of Sublessor. Taking possession of the Premises by Sublessor shall not operate to discharge Subtenant from Subtenant's rental obligations hereunder. Absence from the Premises for a period in excess of forth-eight (48) hours shall be deemed to constitute an abandonment.



11.

1635P2560



4FHA
LE

12. INSURANCE:

12.1 Subtenant agrees that, at its own cost and expense, it shall procure and continue in force, for the benefit of Sublessor and Subtenant and naming Sublessor as an additional insured during the term of this Lease:

(a) Comprehensive general liability insurance (including automobile, products and operations) against any and all claims for injuries to persons or damage to property occurring in, upon, or about Premises or as a result of Business in an amount not less than One Million (\$1,000,000.00) for each occurrence for injury or property damage.

(b) Fire and extended coverage (including vandalism, malicious mischief, fallen building and boiler coverage) insurance in an amount equal to at least ninety (90%) percent of the full insurable value (exclusive of foundation and excavation costs) of the improvements located upon Premises and in an amount equal to 100% of the full insurable value of Equipment.

12.2 The parties hereto grant to each other on behalf of any insurance carrier providing the insurance to either of them covering Equipment, Premises, the improvements thereon or contents thereof, a waiver of any right of subrogation any such insurance a carrier of one party may

12.

101X

1635P2561

4/21/21

acquire against the other by virtue of payment of any loss under any policy of insurance; such waiver shall be effective only so long as each party may be empowered to grant such waiver under the terms and provisions of said parties' policy or policies of insurance. In the event a party receives notice that its power to grant the subrogation waiver has been terminated, it shall notify the other party.

12.3 Subtenant may, at its option, bring its obligations to insure under this Sublease within the coverage of any so-called blanket policy or policies of insurance which it (or its parent or affiliate) may now or hereafter carry by appropriate amendment, rider, endorsement or otherwise, provided, however, that the interests of Sublessor shall thereupon be as fully protected as they would be if this option to use blanket policies were not permitted.

12.4 All such insurance shall be underwritten by insurers reasonably acceptable to Sublessor and all such policies or certificates of insurance shall be delivered to Sublessor, and as often as any such policy or policies shall expire or terminate, renewal or additional policies, certificates or copies thereof shall be procured and maintained by Subtenant in like manner and to like extent and shall expressly provide that the insurance company shall notify Sublessor in writing, at least thirty (30) days prior to any alteration or cancellation thereof. Subtenant agrees if

13.

1635P2562

[Handwritten signature]
456
LE

Subtenant does not procure all such insurance and keep same in full force and effect, Sublessor, at its option, may take out necessary insurance, pay the premium therefor, and require Subtenant to reimburse Sublessor on demand, plus interest at the highest legal rate

12.5 Subtenant further agrees to comply with all underwriting requirements of any insurer providing the insurance required under this Sublease.

13. NONLIABILITY OF SUBLESSOR FOR DAMAGES; INDEMNITY:

Sublessor shall not be liable for injury to persons, including but not limited to Subtenant's agents, employees, customers or invitees or for property damage from any cause, including but not limited to those arising out of operation of Business or any act occurring on or about Premises, during the term of this Sublease. Subtenant hereby agrees to indemnify and hold Sublessor harmless against any and all liability, loss, damage, claim or obligation, including costs, counsel fees and related expenses, because of or arising out of any such injuries, damages or losses. Subtenant upon notice from Sublessor shall defend Sublessor from the foregoing at Subtenant's expense, by counsel satisfactory to Sublessor.



14. ~~xxx~~ 1635 P 2563



14. TIME OF THE ESSENCE:

It is agreed that time is of the essence of this Sublease.

15. REMEDIES IN THE EVENT OF DEFAULT:

15.1 Subtenant shall be in default under this Sublease, if, during the term of this Sublease, Subtenant shall:

(a) fail to pay any amounts owing to Sublessor when due or within 5 days following the date of written notice thereof to Subtenant; or

(b) fail to perform any of its obligations under this Lease, other than monetary obligations, when due or called for hereunder or within thirty (30) days after notice; or

(c) make any general arrangement or assignment for the benefit of creditors; become a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Subtenant, the same is dismissed within 60 days); or

(d) have a trustee or receiver appointed to take possession of substantially all of Subtenant's assets

15.

1635P2564

1635P2564

454
LR

located at the Premises or of subtenant's interest in this Sublease, where possession is not restored to Subtenant within 30 days; or

(e) suffer attachment, execution or other judicial seizure of substantially all of Subtenant's assets located at the Premises or of Subtenant's interest in this Sublease, where such seizure is not discharge within 30 days.

15.2 If Subtenant defaults as above indicated, Sublessor shall have the remedies provided herein, at law and in equity, including the right to enter upon Premises to render Equipment unusable or to remove same; and may either terminate this Sublease or may from time to time, without terminating this Sublease, re-let the Premises, or any part thereof, for such term or terms and at such reasonable rental as Sublessor determines.

A. Upon such re-letting, Sublessor shall apply the rentals and sums received from such re-letting in the following order: (i) first, to the payment of costs of recovering and reletting the Premises; (ii) second, the balance, shall then be applied by Sublessor, from time to time, but in any event no less often than once each month, on account of the payments of rent and other payments on the part of

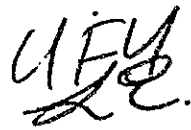


16.

BOOK

1635P2565





Subtenant due and payable hereunder; and
(iii) third, the residue, if any, shall
be held by Sublessor and applied in pay-
ment of future rent and other payments
on the part of Subtenant as the same may
become due and payable hereunder.

15.3 In the event that after notice the money is
paid within said five (5) days or there is a commencement
within such thirty (30) days to cure any non-monetary
claimed default (and thereafter diligently prosecuted to
completion), the claimed failure to perform shall be deemed
cured and shall not give rise to the exercise of rights
hereunder.

16. EXTENSION OF SUBLEASE:

16.1 The term of this Sublease shall be auto-
matically extended/upon the same terms and conditions,
unless either party hereto gives written notice to the other
party not less than 60 days nor more than 90 days prior to
end of the initial term or any extended term that said party
does not desire to extend the term hereof.

16.2 There shall be no extension:

A. During the time commencing from the date
Sublessor gives to Subtenant a notice of default pursuant to

17.

1635-2566

any provision of this Sublease and continuing until the default alleged in said notice of default is cured, or

B. During the period of time commencing on the day after any money obligation to Sublessor is due from Subtenant and unpaid and continuing until the obligation is paid, or

C. In the event any extended term is to commence after June 1, 1999.

16.3 In the event notice is given pursuant to Section 16.1, this Sublease shall terminate at the end of the then existing term.

17. ATTORNEY'S FEES:

In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, reasonable attorney's fees to be fixed by the court, including court costs and attorney's fees on appeal, if any.

ED

18.

1635P2567

9/21

*4FV
2E*

18. INTEREST:

Rent or other sums due hereunder from Subtenant to Sublessor, not paid when due shall bear interest at the highest legal rate until paid.

19. WAIVER:

Sublessor's waiver of any breach of any one covenant or condition of this Sublease is not a waiver or breach of any other breach, or of a subsequent breach of the same covenant or condition waived. Sublessor's acceptance of rent installments after any such breach is not a waiver of the breach, except of the covenant to pay such rent installment(s) accepted.

20. ESTOPPEL CERTIFICATE

20.1 Subtenant shall at any time upon not less than ten (10) days' prior written notice from Sublessor execute, acknowledge and deliver to Sublessor a statement in writing (i) certifying that this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Subtenant's knowledge, any uncured default on the part of Sublessor hereunder, or specifying such defaults if any are claimed. Any such

19.

1635P2568

statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises, or of any part thereof.

20.2 Subtenant's failure to deliver such statement within such time shall be conclusive upon Subtenant (a) that this Sublease is in full force and effect, without modification except as may be represented by Sublessor, (b) that there are no uncured defaults in Sublessor's performance.

21. SUBORDINATION:

This Lease is and shall be subordinate to any encumbrance now of record or recorded after the date hereof affecting the Premises. Such subordination is effective without any further act of Subtenant.

22. SUBJECT TO MASTER SUBLEASE:

22.1 This Sublease is subject to the provisions of that certain Sublease covering the Premises dated April 21, 1980, between MEMCO STORES, INC. as Sublessor and Sublessor, as Sublessee (MEMCO SUBLEASE), a copy of which has been furnished to Subtenant.

22.2 Sublessor represents that this Sublease does not violate any provision of the MEMCO sublease.



20.

1635P2569



22.3 If MEMCO SUBLEASE terminates and this Sublease terminates as a result of such termination of MEMCO SUBLEASE, the parties shall be released from all liabilities and obligations under this Sublease.

22.4 Subject to Section 22.5, as long as Subtenant is not in default of any provisions of this Sublease, Sublessor shall be obligated to perform all its obligations under MEMCO SUBLEASE, so that Subtenant shall have quiet enjoyment of the Premises.

22.5 This Sublease and MEMCO SUBLEASE are also subject to a certain agreement between the parties to MEMCO SUBLEASE (or their affiliates) entitled "Agreement Respecting Subleases" as amended. Termination of said "Agreement Respecting Subleases" will result in the termination of this Sublease and MEMCO SUBLEASE.

23. NOTICES:

Whenever under this Sublease a provision is made for any demand, notice or declaration of any kind or where it is deemed desirable or necessary by either party to give or serve same to the other, it shall be in writing and as an alternative to being personally served, sent via U.S. Mail, properly addressed, postage prepaid, return receipt requested.



21.

 
1635P2578

If to Subtenant: P. O. Box 9718
3712 Old Battleground Road
Greensboro, North Carolina
27408

If to Sublessor: 9201 West Olympic Boulevard
Beverly Hills, CA 90212

With a copy to: Tesoro Petroleum Corporation
8700 Tesoro Drive
San Antonio, Texas 78286
ATTN: Kathleen A. Dotzel,
Esq.

and

Fagan & Klugman
A Law Corporation
8920 Wilshire Blvd.
Suite 500
Beverly Hills, CA 90211
ATTN: Laurence S. Klugman,
Esq.

Either party may at any time and from time to time designate a different address to which notice shall be sent. Such notices, demands or declarations shall be deemed received for all purposes hereunder two days after the time they shall be deposited in the United States as aforesaid or upon personal delivery.

24. RELATIONSHIP OF PARTIES:

Nothing contained in this Sublease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or joint venture or any association whatsoever between Sublessor and Subtenant, other than the relationship of Sublessor and Subtenant.

22.

1635P2571

25. SAVINGS CLAUSE:

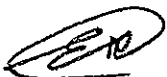
The invalidity or unenforceability of any provision of this Sublease shall not affect or impair the validity of any other provision.

26. SUCCESSORS:

It is agreed that the provisions, covenants and conditions of this Sublease shall be binding on the permitted successors and assigns of the respective parties hereto.

27. ENTIRE AGREEMENT:

This Sublease and the exhibits, attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions and understandings between Sublessor and Subtenant governing Premises and Equipment. There are no covenants, promises, agreements, conditions and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes or additions to this Sublease shall be binding upon the Sublessor or Subtenant unless and until reduced to writing and signed by both parties.



23.

1635P2572



28. CAPTIONS:

The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Sublease nor do they in any way affect this Sublease.

29. GENDER:

Words of any gender in this Sublease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

30. PROHIBITION AGAINST RECORDING SUBLEASE:

This Sublease shall not be recorded.

31. FURTHER ASSURANCES:

31.1 Subtenant shall executed and deliver to Sublessor on the expiration or termination of this Sublease, immediately on Sublessor's request, a quitclaim deed to the Premises and this Sublease in recordable form, designating Sublessor as transferee. Subtenant hereby appoints Sublessor as its special attorney-in-fact to execute said document on Subtenant's behalf if Subtenant fails to do so.

31.2 Each party hereto agrees to execute such documents as may be reasonably requested by the other party to carry out the intent and purposes of this Sublease, including but not limited to UCC-1 forms.

32. EXECUTION AUTHORIZED:

32.1 The parties hereto represent to each other that each is authorized to enter into this Sublease on the terms and conditions stated herein.

32.2 Each signatory hereto represents that said signatory is authorized to execute this Sublease on behalf of the party on whose behalf said signatory signs this Sublease.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease, the day and year above first written.

SUBLESSOR:
TESORO GASOLINE MARKETING COMPANY
A Delaware Corporation

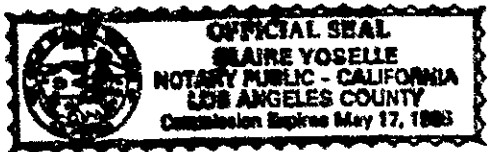
By Eugene Nasch
Eugene Nasch, President

By Earl Redmon
Earl Redmon, Vice President

SUBTENANT:
U-FILL'ER-UP, INC.
A North Carolina Corporation

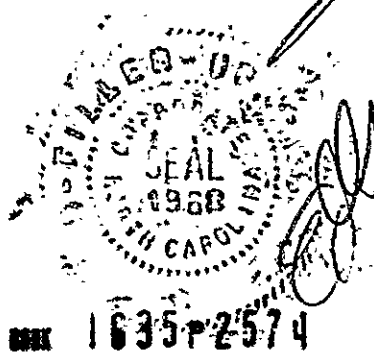
By Sam Egan
President

By Ed G. Gellman
Secretary



Claire Yoselle 2-9-82

25.

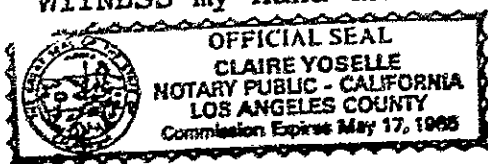


U-FILL'ER-UP
2-9-82

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 2-9-82, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Nasch, known to me to be the President, and Earl Redmon, known to be the Vice President of TESORO GASOLINE MARKETING COMPANY, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



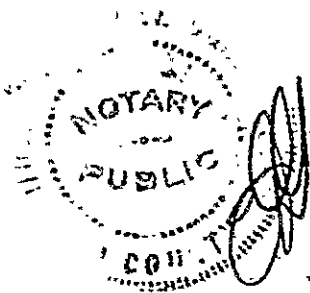
Claire Yoselle
Notary Public In and For
Said County and State

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF GUILFORD)

On FEB. 1, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Laurence E. Speas Jr. known to me to be the President, and E. T. Speas Jr. known to be the Secretary of U-FILLER-UP, INC., the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

R. Randel Cobb
Notary Public In and For
Said County and State



26.

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate S. of Claire Yoselle NP Los Angeles Co, CA (here give name and official title of the officer signing the certificate passed upon)

R. Randel Cobb NP Guilford Co PRESENTED FOR
REGISTRATION
AND RECORDED
day of March 1988

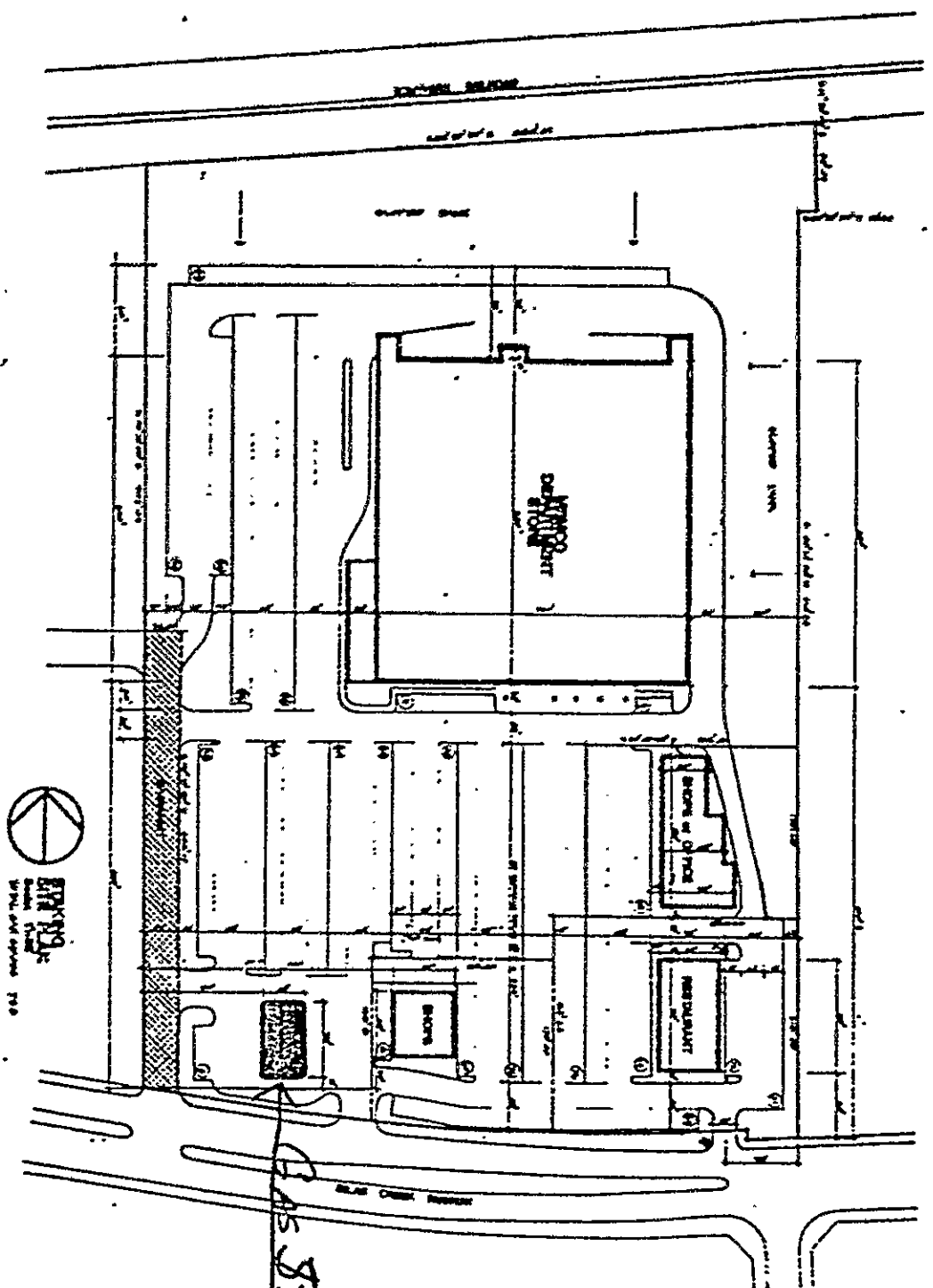
is/are) certified to be correct. This the 10 day of March 1988

MAR 10 12 19 PM '88
L. E. Speas, Register of Deeds

L. E. SPEAS Deina Collins Deputy Assistant
REGISTER OF DEEDS
FORSYTH CTY, N.C.

Probate and Filing Fee \$ 58.00 paid.

1635P2575



Memo # 562
 Winston-Salem, NC.

1635P2576

Station 3340 of H.

562

EXHIBIT A