

Perkins - 4/94

BK1825 P1596



NORTH CAROLINA)
FORSYTH COUNTY)

37

CONDITIONAL ASSIGNMENT
OF PARTNERSHIP INTEREST
OF A&J EXPRESS LUBE

THIS CONDITIONAL ASSIGNMENT OF PARTNERSHIP INTEREST (the "Assignment") is made and entered into as of the 22nd day of April, 1994, by and between JERRY ROWELL ("Assignor"), JAMES D. ROBERTSON and wife, BETTY L. ROBERTSON, (collectively, the "Assignee") and CECIL O. "ANDY" ANDERSON ("Andy"):

W I T N E S S E T H:

WHEREAS, Assignor and Andy executed a Partnership Agreement (the "Agreement") on the 1st day of January, 1989, wherein they became the General Partners of A&J Express Lube, a North Carolina General Partnership (the "Partnership"); and

WHEREAS, Assignor desires to pledge his interest in the Partnership to the Assignee, as security for the repayment of certain sums owed to Assignee by Assignor; and

WHEREAS, Andy desires to consent to the pledge of Assignor's interest upon the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby conditionally assigns and transfers to Assignee, in equal shares, his entire right, title and interest in

and to the Partnership as a general partner and all of his interest as tenant in partnership of all Partnership/Property.

This Assignment is conditional and the transfer described above shall be effective only upon Assignor's default pursuant to the terms of that certain Promissory Note from Jerry Rowell and wife, Donna Rowell, dated April 7, 1994, in the original principal amount of Seventy Five Thousand Dollars (\$75,000.00) (the "Note"), and upon Assignee's compliance with Paragraph 2, below.

2. In the event ROWELL, Assignor, shall default pursuant to terms of the "Note", or in the event ROWELL fails within 60 days to satisfy the the equipment leases as set forth in the Settlement Agreement, then and in such event, Assignee shall give written notice of such default to Assignor at 907 Phineas Drive, Kernersville, North Carolina, 27292. If within thirty (30) days of mailing such notice the default has not been cured, Assignee may notify Assignor and Andy in writing that they have claimed the Partnership interest pledged by this Assignment, whereupon the Assignment herein shall become effective. -

3. Assignor does hereby represent and warrant to Assignee that, as of the date of this Assignment:

(a) Assignor is the owner of a fifty percent (50%) interest in the Partnership capital, profits, losses, income and credits, and is the owner of fifty percent (50%) as tenant in partnership of all Partnership properties. Assignor is current on all his partnership obligations.

(b) There is no claim, action, suit, investigation or proceeding at law or in equity, or by or before any governmental instrumentality or agency, now pending or threatened by or against the Assignor or the Partnership, except a DMV inspection investigation.

All representations and warranties made by Assignor herein shall survive the execution of this Assignment and the closing of the transactions described herein.

4. Andy, as general partner of the Partnership, by the execution hereof, consents to the Assignor's conditional transfer of all of Assignors' interest described herein, in accordance with paragraph 16 of the A&J Express Lube Partnership Agreement.

5. This Assignment shall be governed in all respects in accordance with the laws of the State of North Carolina. This Assignment shall be binding on the parties hereto and their respective heirs, successors and assigns.

6. Assignee agrees to assume all of the partnership obligations and liability of the Assignor arising from and after the date, thirty days after notice of default as provided in Paragraph 2, above.

7. Assignor agrees that he shall indemnify and hold harmless Assignee from any and all loss resulting from said assumption of such liabilities including the expense cost (including reasonable attorney fees) directly or indirectly related to partnership liabilities.

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IN WITNESS WHEREOF, the parties hereto have executed this
Conditional Assignment of Partnership Interest the day and year
first above written.

Assignor:

Jerry Rowell (SEAL)
JERRY ROWELL

Assignee:

James D. Robertson (SEAL)
JAMES D. ROBERTSON

Betty L. Robertson (SEAL)
BETTY L. ROBERTSON

Consented to:

Cecil O. "Andy" Anderson (SEAL)
Cecil O. "Andy" Anderson

NORTH CAROLINA)

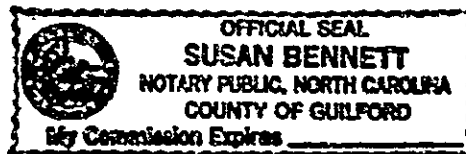
FORSYTH COUNTY)

I, Susan Bennett, a Notary Public of Guilford
County do hereby certify that Jerry Rowell personally appeared
before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal this the 22nd day of
April, 1994.

Susan Bennett
Notary Public

My Commission Expires: 8-5-97



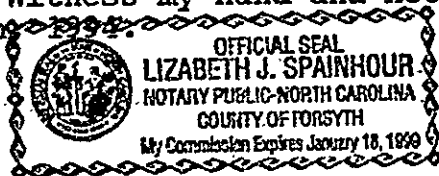
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NORTH CAROLINA

FORSYTH COUNTY

I, LIZABETH J. SPAINHOUR, a Notary Public of Forsyth County do hereby certify that James D. Robertson and Betty L. Robertson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 7th day of March, 1994.



Elizabeth J. Spainhour
Notary Public

My Commission Expires: 1/18/99

NORTH CAROLINA

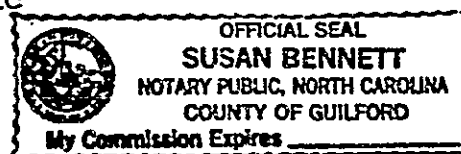
FORSYTH COUNTY

I, Susan Bennett, a Notary Public of Guilford County do hereby certify that Cecil O. "Andy" Anderson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 22nd day of April, 1994.

Susan Bennett
Notary Public

My Commission Expires: 8-5-97



PRESENTED FOR
STATE OF NORTH CAROLINA - Forsyth County
AND RECORD

The foregoing (or annexed) certificate 3 of Susan Bennett of Guilford Co NC (here give name and official title of the officer signing the certificate passed upon)

Elizabeth J. Spainhour of Forsyth Co NC
is (are) certified to be correct. This the 26 day of May 1994

L. E. SPEARS
REGISTER OF DEEDS
FORSYTH CO. N.C.

L. E. Spears, Register of Deeds

By Olivia Smith Deputy Assistant

Probate and Filing Fee \$ 16.00 paid.

Rosalyn Edwards