

**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1**

This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code

**IMPORTANT:** Read Instructions on back before filling out form.

Receipt No. \_\_\_\_\_

1. DEBTOR (ONE NAME ONLY) <b>Morgan Tire &amp; Auto, Inc. d/b/a Im-pruv-all</b> <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)		1A. SOCIAL SECURITY OR FEDERAL TAX NO. <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div> 9617	
1B. MAILING ADDRESS <b>2021 Sunnydale Boulevard</b>		1C. CITY, STATE <b>Clearwater, FL</b>	1D. ZIP CODE <b>33765</b>
1E. RESIDENCE ADDRESS		1F. CITY, STATE	1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS		2F. CITY, STATE	2G. ZIP CODE
3. <input type="checkbox"/> ADDITIONAL DEBTOR(S) ON ATTACHED SHEET			
4. SECURED PARTY NAME <b>NationsBank, National Association, as Agent</b> MAILING ADDRESS <b>Agency Services, NC1-001-15-04</b> CITY <b>Charlotte, STATE NC</b> ZIP CODE <b>28255</b>		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be growing and name of record owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted).

See Exhibit A attached hereto and incorporated herein by reference.

Filed with: Douglas Co., NV

6A. _____ SIGNATURE OF RECORD OWNER	6C. \$ _____ MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)
6B. _____ (TYPE) RECORD OWNER OF REAL PROPERTY	

7. Check if Applicable <input checked="" type="checkbox"/>	A. <input checked="" type="checkbox"/> Proceeds of collateral are also covered	B. <input checked="" type="checkbox"/> Products of collateral are also covered	C. <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected (Debtor's Signature Not Required)	D. <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required).
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8. Check if Applicable  DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403.

9. (Date) January 5 19 99  
**Morgan Tire & Auto, Inc. d/b/a Im-pruv-all**  
 By *Larry C. Morgan* (TITLE)  
**Larry C. Morgan, Chairman & CEO**  
**NationsBank, National Association, as Agent**  
 By *James E. Harden, Jr.* (TITLE)  
**James E. Harden, Jr., Sr. Vice President**  
 TYPE NAME(S)

11. This Space for Use of Filing Officer: (Date, Time, File Number and Filing Officer)

**08453**

0458363  
 BK0199PG1404

10. **Return Copy to:**

NAME <b>Emily A. Sample, Legal Assistant</b> ADDRESS <b>Smith Helms Mulliss &amp; Moore, L.L.P.</b> CITY, STATE AND ZIP <b>201 North Tryon Street</b> <b>Charlotte, NC 28202</b>	Trust Account Number (If Applicable) _____
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WHITE—Alphabetical; PINK—Acknowledgement; GREEN—Secured Party; BLUE—Debtor.

**EXHIBIT A  
TO UCC-1 FINANCING STATEMENT**

**SECURED PARTY:**           **NATIONSBANK, NATIONAL ASSOCIATION, AS AGENT**

**DEBTOR:**                   **MORGAN TIRE & AUTO, INC. D/B/A IM-PRUV-ALL**

Debtor hereby affirms, grants, pledges and assigns to the Secured Party a continuing security interest in and to all the personal property of such Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located, including without limitation the following:

- (A) All accounts, accounts receivable, contracts, notes, bills, acceptances, choses in action, chattel paper, instruments, documents and other forms of obligations at any time owing to each Debtor arising out of goods sold or leased or for services rendered by such Debtor, the proceeds thereof and all of such Debtor's rights with respect to any goods represented thereby, whether or not delivered, goods returned by customers and all rights as an unpaid vendor or lienor, including rights of stoppage in transit and of recovering possession by proceedings including replevin and reclamation, together with all customer lists, books and records, ledger and account cards, computer tapes, disks, printouts and records, whether now in existence or hereafter created, relating thereto (collectively referred to hereinafter as "Accounts");
- (B) All inventory of each Debtor wherever located in any state or district of the United States of America or any political subdivision thereof, including without limitation, all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, findings or component materials, and all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of such Debtor or which may contribute to the finished product or to the sale, promotion and shipment thereof, in which such Debtor now or at any time hereafter may have an interest, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of such Debtor or is held by such Debtor or by others for such Debtor's account (collectively referred to hereinafter as "Inventory");
- (C) All goods of each Debtor, including without limitation, all machinery, equipment, parts, supplies, apparatus, appliances, tools, patterns, molds, dies, blueprints, fittings, furniture, furnishings, fixtures and articles of tangible personal property of every description now or hereafter owned by such Debtor or in which such Debtor may have or may hereafter acquire any interest, at any location (collectively referred to hereinafter as "Equipment");

- (D) All general intangibles of each Debtor in which a Debtor now has or hereafter acquires any rights, including but not limited to, causes of action, corporate or business records, inventions, designs, goodwill, trade names (including all rights to the names "Morgan Tire & Auto, Inc.", "Don Olson Tire & Auto Centers", "Olson Tire Total Car Care", "Hibdon Tire Centers, Inc.", "America's Discount Tire", "Hibdon's Discount Tire and Alignment", "Im-pruv-all", "Parnelli Jones", "Michel Tire Co.", "Wheel Works, Inc.", "Wheel Works", "Tires by Wheel Works, Inc.", "Tires by Wheel Works", "Tire Service by Wheel Works", "Howard Tires by Wheel Works", "Ty-Nexus", "Tires Where You Work", "Wheel Works, West" and "Wheel Works USA"), trade secrets, trade processes, licenses, permits, franchises, customer lists, computer programs, all claims under guaranties, tax refund claims, rights and claims against carriers and shippers, claims under insurance policies, all rights to indemnification and all other intangible personal property and intellectual property (other than non-exclusive licenses granted to a Debtor in connection with the purchase of generally available commercial software) (collectively referred to hereinafter as "General Intangibles");
- (E) All rights now or hereafter accruing to each Debtor under contracts, leases, agreements or other instruments to perform services, to hold and use land and facilities, and to enforce all rights thereunder, other than those contracts, leases, agreements or other such instruments (i) whose terms prohibit the granting of such security interest and (ii) the cancellation or termination of which would not have a Material Adverse Effect (collectively referred to hereinafter as "Contract Rights");
- (F) All books and records relating to any of the Collateral (as hereinafter defined) (including without limitation, customer data, credit files, computer programs, printouts, and other computer materials and records of each Debtor pertaining to any of the foregoing); and
- (G) All accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral (as hereinafter defined).

All of the property and interests in property described in subsections (A) through (G) and all other personal property and interests in personal property which shall, from time to time, secure the Secured Obligations (as defined in the that certain Security Agreement by and between the Debtor and the Secured Party dated January 5, 1999) are herein collectively referred to as the "Collateral."

REQUESTED BY  
Smith Helms et al  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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