DISTRIBUTION AND CONTRIBUTION AGREEMENT  
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 This Distribution and Contribution Agreement made effective the 23rd  
day of January, 2003 by and between FuelNation, Inc. a Florida corporation  
("Fuel") and Xxxxxxx X. Xxxxxxxx and FuelNation Travel Center, LLC, a Florida  
limited company ("Xxxxxxxx").  
  
 WHEREAS, Xxxxxxxx, owns a 100% membership interest (the "interest") in  
FuelNation Travel Center, LLC ("FuelNation Travel"); and  
  
 WHEREAS, Xxxxxxxx has agreed to stay on as manager of the FuelNation  
Travel Center, LLC until the completion of the funding of the $100 million  
dollar secured taxable revenue note and the completion of the construction.  
  
 WHEREAS, the parties desire to provide for the distribution of certain  
number of Shares to Xxxxxxxx in consideration of Xxxxxxxx'x contributions and  
other consideration as set forth herein.  
  
 NOW THEREFORE, in consideration of the above premises for other good  
and valuable consideration, the parties agree as follows:  
  
1. Recitations. The above described recitations are true and correct and  
 incorporated into the terms hereof by this reference.  
  
2. Distribution of Shares. Fuel agrees to cause 100,000 Shares to be  
 distributed to Xxxxxxxx during 6 months following the execution of this  
 Agreement.  
  
3. Contribution and Consideration by Xxxxxxxx. In consideration of  
 Xxxxxxxx'x receipt of the Shares as set-forth above, Xxxxxxxx agrees to  
 cause FuelNation Travel Center, LLC to assign its Interest to Fuel upon  
 the successful funding of the $100 million dollar secured taxable  
 revenue note and written approval from lender  
  
4. Further Assurances. The parties hereby agree upon the request of the  
 other party at any time each will execute and deliver such other  
 applicable documents and instruments of conveyance and transfer, and to  
 take such other action as may reasonably be required to more  
 effectively to convey, transfer and vest in the other party the full  
 and complete ownership of the Shares or the Interest, as the case may  
 be as contemplated hereby.  
  
5. Miscellaneous Provisions.  
  
 A. Benefits. This Agreement shall be binding upon and inure to  
 the benefit of all of the parties hereto and their respective  
 heirs, legal representatives, successors and assigns  
 hereunder. Each party agrees to take such action, execute and  
 deliver such further and/or documents as reasonably necessary  
 to effectuate and perfect the transactions contemplated  
 herein.  
  
 B. Severability. In the event that any one or more provisions of  
 this Agreement shall be deemed to be illegal or unenforceable,  
 such illegality or unenforceability shall not affect any of  
 the remaining legal and enforceable provisions hereof which  
 shall be construed as if such illegal or unenforceable  
 provisions had not been inserted.  
  
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 C. Notices. All notices, requests, demands and other  
 communications hereunder shall be in writing and shall be  
 deemed to have been duly given if delivered by hand or mailed,  
 certified or registered mail, return receipt requested, with  
 postage prepaid, to the address of each of the parties set  
 forth above or to such other person and place as any party  
 shall furnish to the other party by like Notice in writing.  
  
 D. Litigation. In the event that any of the parties to this  
 Agreement institutes a lawsuit or other proceeding against any  
 other party or parties to this Agreement to enforce any of  
 their rights hereunder or under any document executed or  
 delivered in connection herewith, the prevailing party in such  
 action shall be entitled to recover from the other party or  
 parties all reasonable costs thereof, including, without  
 limitation, reasonable attorneys' fees and costs (including  
 appeals).  
  
 E. Counterparts/Facsimile Copies. This Agreement may be executed  
 simultaneously in two or more counterparts, each of which  
 shall be deemed an original, but all of which together shall  
 constitute one and the same instrument. Facsimile executions  
 of this Agreement shall constitute a legal and binding  
 signature.  
  
 F. Governing Law. This Agreement shall be governed by and  
 construed in accordance with the laws of the State of Florida.  
 To the extent applicable, venue for any action concerning this  
 Agreement (except for the status of arbitration) shall be  
 Broward County, Florida.  
  
 G. Headings. The headings in the sections and paragraphs of this  
 Agreement are inserted for convenience of reference only and  
 shall not constitute a part hereof.  
  
  
 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as  
of the date first set forth above.  
  
 FuelNation Inc., a Florida corporation  
  
 By: /s/ XXXXXXX X. XXXXXXXX  
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 Xxxxxxx X. Xxxxxxxx, Secretary  
  
 Xxxxxxx X. Xxxxxxxx, individually  
  
  
 By: /s/ XXXXXXX X. XXXXXXXX  
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 Xxxxxxx X. Xxxxxxxx  
  
  
 Agreed and Accepted by:  
 FUELNATION TRAVEL CENTER, LLC  
  
 By: /s/ XXXXXXX X. XXXXXXXX  
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 Xxxxxxx X. Xxxxxxxx  
  
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