

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE made and entered into as of the 27th day of January, 1984 by and between SUBURBAN GAS INCORPORATED, an Alabama corporation ("Borrower") and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Bank").

R E C I T A L S:

Under a written lease dated the 1st day of October, 1979 (the "Lease") between the Borrower as lessee and F. Catherine Faulkner and Lohner F. McLeroy

 as lessor (the "Landlord"), the Landlord has leased unto the Borrower those certain premises (the "Leased Premises") described in Exhibit A attached hereto and made a part hereof by this reference. The Borrower has become indebted to the Bank for the payment of a loan in the principal amount of \$914,375.00 plus interest thereon (the "Loan") as evidenced by a Term Loan Promissory Note of even date herewith, which Loan was advanced to the Borrower by the Bank under the terms and conditions of a Loan and Security Agreement (the "Loan and Security Agreement") between Bank and Borrower of even date herewith. As a precondition to extending the Loan to the Borrower, the Bank has required that the Borrower assign the Lease, all renewals, extensions and substitutions thereof, and all Borrower's interest in the Leased Premises to the Bank as security for the prompt and due payment of the Loan and the payment and performance of all other obligations owing by the Borrower to the Bank under the Loan and Security Agreement.

NOW, THEREFORE, for and in consideration of the Bank making the Loan to the Borrower, and to secure the prompt and due payment of the Loan, all renewal and extensions thereof, and to secure all other obligations owing by Borrower to Bank under the Loan and Security Agreement, the Borrower

James Robinson

does hereby grant, bargain, sell, convey, assign, transfer, set-over and mortgage unto the Bank, with the right to reassign, all the Borrower's right, title and interest (whether now owned or hereafter acquired) in and to (1) the Lease, (2) all extensions, renewals and substitutions of the Lease, (3) all leasehold estates in the Leased Premises and all other leases of the Leased Premises, and (4) the Leased Premises; SUBJECT, HOWEVER, to the following terms and conditions:

1. The Borrower shall retain possession of the Leased Premises in accordance with the terms and conditions of the Lease and any renewals, extensions or substitutions thereof, so long as no Event of Default (as defined in the Loan and Security Agreement) shall have occurred and be outstanding.

2. Upon the occurrence of such an Event of Default, the Bank may then, at its election, take possession of the Leased Premises by delivering a written declaration thereof to the Landlord and shall thereupon be entitled to enjoy all the rights and privileges granted to the Borrower under the terms and conditions of the Lease and any renewals, extensions or substitutions thereof then in effect, and with the right to reassign the same. The liability, if any, of the Bank assumed upon its taking possession of the Leased Premises shall terminate when the Borrower's interests under the Lease or any extensions, renewals or substitutions thereof are assigned by the Bank to the Bank's assignee or 30 days after the Bank shall have given written notice to the Landlord of the Bank's intention to terminate such assumption, whichever first occurs.

3. So long as the Bank shall not have exercised its option to take possession of the Leased Premises upon the occurrence of such an Event of Default, it shall not be liable for rent or other obligations of the Borrower under

the Lease or any renewals, extensions or substitutions thereof, and the Borrower shall remain solely liable therefor.

4. Borrower warrants unto Bank that as of the date hereof all rentals due under the Lease are paid and current and neither the Landlord nor the tenant is in default under the Lease, nor has any event occurred which, with the passing of time or the giving of notice, would constitute a default under the Lease by the Borrower or Landlord. Borrower further warrants unto Bank that it shall pay all rental payments due under the Lease and all renewals, extensions and substitutions thereof as and when due and shall comply with all terms and conditions thereof so as to keep the same in full force and effect.

5. If the Borrower shall pay the Loan and any renewals or extensions thereof, and shall pay and perform all other obligations secured hereby, then this Assignment shall be null and void; but should an Event of Default under the Loan and Security Agreement occur, then the whole of the indebtedness hereby secured, with interest thereon, shall at the election of the Bank become due and payable, and in addition to all other remedies hereinabove described and provided at law and in equity, the Bank may at its election determine that foreclosure against the interest of the Borrower in the Leased Premises is necessary to fully realize the rights, title and interest herein assigned; and upon such determination the Bank may declare this Assignment subject to foreclosure as provided by applicable law as in the case of defaulted mortgages, and after giving 21 days notice by publication once a week for three consecutive weeks of the time, place and terms of sale by publication in some newspaper published in the county wherein the Leased Premises are located, may sell the Borrower's interest herein assigned and mortgaged in front of the courthouse door of the county wherein the Leased Premises are located, at public outcry, to the highest bidder for cash, and apply

the proceeds of such sale first to the expenses of advertising, selling and conveying, including a reasonable attorney's fee, and second to the payment of the principal indebtedness and interest thereon secured hereby. The Borrower agrees that the Bank, its successors or assigns, may bid at any such foreclosure sale had under the terms hereof, and purchase the interest of the Borrower assigned and mortgaged hereunder, if the highest bidder therefor. In the event of any such foreclosure sale, the Bank or other holder of the debt secured hereby, or auctioneer, shall execute to the purchaser for and in the name of the Borrower a good and sufficient conveyance of the rights, title and interest of Borrower assigned and mortgaged hereunder. Anything herein to the contrary notwithstanding, the Bank shall not be required to foreclose under this Assignment as a prerequisite to exercising its rights and remedies provided hereunder and provided at law or in equity unless such foreclosure shall be determined necessary for the full realization by the Bank of the interest herein assigned and mortgaged.

6. This Assignment shall be binding upon and inure to the benefit of the Borrower and the Bank and their respective successors and assigns.

IN WITNESS WHEREOF, the Borrower and the Bank have caused this Assignment to be executed under their seals by their duly authorized officers as of the day and year first above written.

BORROWER:

SUBURBAN GAS INCORPORATED


BY:


RALPH N. ROONEY, Its President

BANK:

SOUTHTRUST BANK OF ALABAMA, NATIONAL
ASSOCIATION

BY:


C. A. Boswell, Jr.,
Its Senior Vice President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ralph N. Rooney whose name as President of the Suburban Gas Incorporated, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of February, 1984.

Lee Beavis
NOTARY PUBLIC

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. A. Boswell, Jr., whose name as Senior Vice President of the SouthTrust Bank of Alabama, National Association, a national banking association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 22nd day of February, 1984.

Francis L. Sanderson
NOTARY PUBLIC

My Commission Expires September 14, 1986

This instrument was prepared by:

James J. Robinson
Thomas, Taliaferro, Forman, Burr & Murray
1600 Bank for Savings Building
Birmingham, Alabama 35203

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EXHIBIT A

The following described real estate situated in Shelby County, Alabama, to-wit:

A part of the NW1/4 of NW1/4 of Section 26 Township 21 South, Range 1 West, described as follows:
Commence at the NW corner of Columbiana Homes, Inc., as shown map as recorded in Probate Office of Shelby County, Alabama and run thence South 16 deg. 32' East along the Westerly line of said Columbiana Homes, Inc. 454 feet to the North right of way line of Columbiana-Saginaw cut-off road; thence turn and angle of 93 deg. 22' to the right and run along said right of way line 70 feet to the point of beginning of tract of land herein described; thence run North 16 deg. 32' West to the South right of way line of Southern Railroad right of way; thence run in a Southwesterly direction along said Railroad right of way to a point which would be 200 feet West of the East line of property herein described; thence run in a Southeasterly direction to the North right of way line of Columbiana-Saginaw Cut-Off Highway to a point which would be 200 feet West of the East line of property herein described (said last described line being parallel to the East line of property herein described); thence run in a Easterly direction along the North right of way line of said Highway a distance of 200 feet more or less to point of beginning.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 FEB 24 PM 2:07

TAX *Adm. Etowah Co.*
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec 9.00
Ind 1.00

10.00