

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

In the Matter of

CRYSTAL, U.S.A., OIL, INC.  
CRYSTAL PETROLEUM COMPANY, INC.

CASE NO. 83-4914

*See Book 010 page 159*

Debtor.

The Motion to modify Order seeking to modify this Court's Order rendered December 15, 1983, in the above styled matter having been considered by the Court after due notice to all interested parties and with consent of the majority members of the creditors' committee, and with consent of Southeastern Energy Corporation, it is hereby

ORDERED, ADJUDGED AND DECREED:

1. That the allowable credit limit to be extended to Southeastern Energy Corporation is increased from \$600,000.00 to \$800,000.00.

2. That Debtor is allowed to assign certain leases (being 47 in number) as collateral to Southeastern Energy Corporation. The terms of said assignment are fully described in the assignment attached hereto and incorporated by reference to Southeastern Energy Corporation.

3. That Southeastern Energy Corporation is granted a security interest in all grocery inventory belonging to Debtor now in existence or hereafter acquired and any proceeds thereof. This security interest is to be subordinate only to the security interest granted Marathon Oil Company granted by this Court's Order of December 15, 1983.

4. That the Debtor is hereby authorized to execute any documents and perform all acts reasonably required to achieve the above.

DATED this the 30th day of JULY, 1984.

SBC/sc

cc: Debtor

John P. Whittington, Attorney  
Robert B. Rubin, Attorney  
Creditors' Committee  
Charles Denaburg, Attorney

*✓ Southeastern Energy Corp.*

*Stephen B. Coleman*  
Stephen B. Coleman  
Bankruptcy Judge

Wilbur Silberman, Attorney  
George C. Batcheler, Asst. US At  
U. S. Trustee  
David Anderson, Attorney

ASSIGNMENT OF LEASES FOR COLLATERAL

THIS AGREEMENT, made this 20<sup>th</sup> day of July, 1984, by Crystal, U.S.A., Inc., an Alabama corporation with its main office at 4726 Powell Avenue, Birmingham, Alabama 35212, ("Crystal" or "Assignor") and Southeastern Energy Corporation, an Alabama corporation with its main office at 180 Hunter Loop Road, Montgomery, Alabama 36106, ("Southeastern" or "Assignee")

WITNESSETH, Crystal is the Lessor under those certain separate leaseholds and tenancies (collectively, the "Leases") being all those tenant agreements for the use and occupancy of the stores at the Premises listed and described on Exhibit "A" attached hereto and hereby made a part hereof; and

Southeastern has agreed to extend credit to Assignor in an amount up to \$800,000.00 to purchase petroleum products.

Southeastern requires assignment of the above leases as collateral to secure Southeastern for any credit extended to Crystal;

NOW THEREFORE, IN CONSIDERATION of Southeastern's granting of credit to Crystal, the parties hereto mutually agree as follows:

(a) For value received and the consideration hereafter set forth, Assignor grants, transfers, and assigns to Assignee, Assignor's entire interest as lessor to certain leases of real property at location listed on Exhibit "A" which is attached hereto and incorporated by reference.

(b) Assignor further grants, transfers and assigns to Assignee all rents, income, and profits arising for the use and occupation of the premises described in the leases and, at the option of Assignee, from all leases of the above described premises which may be executed in the future during the terms of this Assignment.

## SECTION TWO

This Assignment is made to secure the following:

- (a) The payment of any obligations of the Assignor of any nature to the Assignee.
- (b) Assignee's performance and discharge of every obligation and agreement Assignee has under this Assignment.

## SECTION THREE ASSIGNOR'S WARRANTIES

Assignor warrants:

- (a) It is the sole owner of the leases herein assigned insofar as it applies to the properties covered by this assignment and all of the leasehold rights which the leases purport to create, with full right to convey the same.
- (b) The leases are now unencumbered, valid, and in full force and effect in accordance with their terms.
- (c) Lessees are not in default under any of the terms, conditions, or covenants of the lease.
- (d) The rental property, rental payments, and other sums are free from liens, encumbrances, claims, and setoffs of every kind whatsoever.

## SECTION FOUR ASSIGNOR'S COVENANTS

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Assignor agrees:

(a) To observe and perform all obligations imposed on Lessor under the leases hereby assigned and to indemnify Assignee from the consequences of any failure to do so.

(b) Not to collect any rent, income, or profits accruing under the leases or from the premises prior to the time when they shall become due .

(c) To preserve the subject properties free and clear of all liens and encumbrances, except as otherwise agreed by the parties hereto.

(d) Not to execute any other assignment of Lessor's interest in the leases or assignments of rents accruing under the leases or from the premises.

(e) Not to alter, extend, or modify the terms of the leases or give any consent or exercise any renewal or option required or permitted by the terms of the lease without the prior written consent of Assignee.

(f) Not to terminate, cancel, or accept a surrender of the leases, or transfer, convey, or permit a transfer or conveyance of the premises so as to cause a termination or changing of the obligations of Lessee.

#### SECTION FIVE TERMS AND CONDITIONS

(a) COLLECTION OF PAYMENTS AND RENTS BY ASSIGNOR. Until such time as Assignor may default in payment of its obligations created by the extension of credit by Southeastern for the purchase of petroleum products or in performance of any other obligation hereunder, Assignor

may collect all rents, income, and profits arising under the leases or from the premises, when the same are due and payable, and retain the same.

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(b) ASSIGNEE'S OPTION TO TAKE POSSESSION AND MANAGE PREMISES. In the event of Assignor's default herein, Assignee may, at its option, without notice or regard to the adequacy of the security, personally or by its agents, take possession of the above described premises and hold, lease, and manage the same on such terms and for such period of time as Assignee deems proper and, with or without taking possession of the premises, make demand and sue for all rents, income, and profits of the premises, with power to make from time to time such alterations, repairs, and renovations as may seem proper to Assignee, and to apply such rents, income, and profits to payment of all expenses of operating, managing, and maintaining the premises, and the obligations described herein. However, the exercise or nonexercise by Assignee of the options granted in this paragraph shall not be considered a waiver of any default by Assignor under these obligations.

(c) EVIDENCE OF UNPAID INDEBTEDNESS. Upon payment in full, all indebtedness secured by this Assignment or other instruments referred to herein, this Assignment shall cease.

(d) REMEDIES OF ASSIGNEE NOT EXCLUSIVE. Nothing contained in this Assignment, nor any act done or omitted by Assignee pursuant to the terms of this Assignment shall be deemed a waiver by Assignee of any of the rights or remedies under any other agreement, and this Assignment is executed without prejudice to any rights or remedies referred to herein. The right of Assignee to collect the secured indebtedness, and to enforce any other security may be exercised by Assignee prior or subsequent to any action taken under this Assignment.

SECTION SIX  
POWER OF ATTORNEY

Assignor appoints Assignee his attorney in fact to demand, receive and enforce payment and to give receipts, releases, and satisfactions and to sue for all sums payable either in the name of Assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this agreement had not been made.

SECTION SEVEN  
EFFECT OF ASSIGNMENT

This Assignment, together with the agreements, covenants, and warranties contained herein, shall inure to the benefit of Assignee and any successor in interest and shall be binding upon Assignor.

In witness whereof, the parties hereto have executed this agreement at Birmingham, Alabama this 20<sup>th</sup> day of July, 1984.

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CRYSTAL, U.S.A., INC.

BY Joseph R. Inman  
ITS President

SOUTHEASTERN ENERGY CORPORATION

BY David M. Oliver  
ITS counsel

BY Jack W. Pitts  
ITS PRESIDENT

Location

1. AC-50  
1463 Montgomery Street  
Birmingham, Al. 35216  
(205) 822-9867
2. AC-212  
2907 7th Ave. South  
Birmingham, Al. 35233  
(205) 324-4436
3. AC-3  
108 Oxmoor Road  
Birmingham, Al. 35209  
(205) 942-8670
4. AC-55  
2101 Decatur Highway North  
Fultondale, Al. 35207  
(205) 849-0804
5. AC-210  
1551 Forestdale Blvd.  
Forestdale, Al. 35214  
(205) 798-4455
6. AC-21  
6000 Birmingport Road  
Birmingham, Al. 35224  
(205) 780-9266
7. AC-6  
15th Street & 26th Ave.  
Hueytown, Al. 35020  
(205) 424-9265
8. AC-14  
731 Warrior Rd.  
Dolemite, Al. 35061  
(205) 744-6140
- AC-125  
Route #3  
Brookside, Al. 35036  
(205) 674-1151
10. AC-179  
Rainbow Crossing 35031  
(205) 429-3959
11. AC-181  
Hwy. 431  
Albertville, Al. 35950  
(205) 878-9977
12. AC-160  
Hwy. 72 E.  
Athens, Al. 35611  
(205) 232-9934
13. AC-155  
Route #1  
Helena, Al. 35080  
(205) 663-9869
14. AC-276  
Hwy. 431  
Wedowee, Al. 35278  
(205) 357-2958
15. AC-17  
4325 Mobile, Hwy.  
Montgomery, Al. 36108  
(205) 288-9973
16. AC-232  
2321 Main Street  
Millbrook, Al. 36054  
(205) 285-4833
17. AC-238  
Hwy. 31 N.  
Georgiana, Al. 36033  
(205) 376-2721

Location

18. AC-243  
Hwy. 31 South  
Georgiana, Al. 36033  
(205) 376-9387
19. AC-233  
Hwy. 97  
Highland Home, Al. 36041  
(205) 537-9387
20. AC-242  
Hwy. 84  
Sanford, Al. 36478  
(205) 222-8058
21. AC-240  
W. Cummins Ave.  
Opp, Al. 36467  
(205) 493-6193
22. AC-241  
Main Street  
Opp, Al. 36467  
(205) 493-6453
23. AC-104  
Hwy. 144  
Coal City, Al. 35182  
(205) 884-9958
24. AC-150  
Attalla Blvd.  
Attalla, Al. 35954  
(205) 538-9143
25. AC-52  
Hwy. 278 By-pass  
Piedmont, Al. 36272  
(205) 447-9923
26. AC-101  
Hwy. 231  
Vincent, Al. 35178  
(205) 672-9236
27. AC-211  
Hwy. 280 So.  
Childersburg, Al. 35044  
(205) 378-7403
28. AC-182  
Hwy. 280 & 231  
Sylacauga, Al. 35150  
(205) 249-3791
29. AC-189  
4th St. & Avondale Ave.  
Sylacauga, Al. 35150  
(205) 249-9290
30. AC-298  
2700 Central Ave.  
Homewood, Al. 35209  
(205) 870-9184
31. AC-113  
Piedmont, Al. 36272  
(205) 447-9989
32. AC-161  
Hwy. 431 So.  
New Hope, Al. 35760  
(205) 723-2117
33. AC-117  
Hwy 21  
Sycamore, Al. 35149  
(205) 249-9282
34. FC-235  
U.S. Hwy. 90 W.  
Millbrook, Al. 36054  
(205) 285-4833

Location

35. AC-239  
425 So. 3rd. Street  
Florala, Al. 36442  
(205) 858-7323
36. FC-244  
Defuniak Springs 32433  
(904) 892-5066
37. FC-204  
2135 Hwy. 231  
Panama, City, Fl. 32401  
(904) 763-1425
38. FC-237  
657 N. Deal Pkwy.  
Fort Walton, Fl. 32578  
(904) 862-1381
39. FC-236  
Hwy. 78 W.  
Mary Ester, Fl.  
(904) 581-0575
40. FC-92  
E. Olive & Dean Rd.  
Pensacola, Fl. 35202  
(904) 478-3712
41. LC-51  
8144 FL. Blvd.  
Baton Rouge, LA. 70806  
(504) 927-5780
42. LC-64  
5675 Plank Rd.  
Baton Rouge, La. 70806  
(504) 358-0981
43. LC-291  
7310 Airline Hwy.  
Baton Rouge, La. 70806  
(504) 356-9101
44. LC-295  
8383 Airline Hwy.  
Baton Rouge, La. 70806  
(504) 926-2808
45. MC-57  
West Beacon Street  
Philadelphia, MS. 393  
(601) 656-9918
46. MC-75  
Hwy. 49 Plains Sta.  
Jackson, Ms. 39075  
(601) 939-9887

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
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*Thomas A. Henderson, Jr.*  
JUDGE OF PROBATE

*See Corrected Inst.*  
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