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(Rev. 10/79)

# United States Bankruptcy Court

For the NORTHERN District of ALABAMA

I, Waverlyn E. Foust Clerk of Bankruptcy Court

in and for said District, do hereby certify that the attached copy of Order Approving Debtor's  
Assumption and Assignment of Leases dated August 22, 1986

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in the case of Homecrafters Warehouse, Inc.

debtor, No. 85-7985 has been compared with the original thereof and that it is a complete and  
correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Birmingham

in said District, this 5th day of September, 19 86

WAVERLYN E. FOUST

Clerk of Bankruptcy Court

Lynn Armstrong  
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]

Date of issuance: September 5, 1986

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

IN RE:

MECRAFTERS WAREHOUSE,  
INC.,  
DEBTOR.

\*  
\*  
\*

CASE NO. 85-7985

CHAPTER II

ORDER APPROVING DEBTOR'S ASSUMPTION  
AND ASSIGNMENT OF LEASES

The Motions of Homecrafters Warehouse, Inc., Debtor and Debtor-in-Possession herein, for approval of its assumption of various leases came on for hearing after proper notice to parties in interest. After hearing and considering the evidence and argument presented, the Court finds that it is in the best interest of Debtor and its estate for Debtor to be authorized to assume said leases. It is accordingly,

ORDERED, ADJUDGED, AND DECREED that Debtor be, and it hereby is, authorized, simultaneously with the closing of the asset sale under the Agreement of Sale and Tax Plan Of Reorganization entered into by and between Debtor and Wickes-Homecrafters, Inc., a wholly-owned subsidiary of the Wickes Companies, Inc., to assume and assign to Wickes-Homecrafters, Inc. the leases described on Exhibit "A" attached hereto. And, it is further

ORDERED, ADJUDGED, AND DECREED that upon the assumption and assignment of the leases described in Exhibit "A" attached hereto to Wickes-Homecrafters, Inc., the rights of the Lessors shall not be expanded, increased, broadened or enlarged as against Wickes-Homecrafters, Inc., as compared to such rights or remedies which such parties would have had against Debtor had Debtor not assigned said leases to Wickes-Homecrafters, Inc., and no lessor or third party shall have any greater rights against

A TRUE COPY  
WAVERLYN E. FOUST, CLERK  
U. S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA  
BY: *L. Armstrong*  
DEPUTY CLERK

Clerk, U. S. Bankruptcy Court  
Northern District of Alabama  
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Wickes-Homecrafters, Inc. with respect to the liabilities assumed by Wickes-Homecrafters than such party would have had against Debtor were this Bankruptcy Case not pending.

DONE and ORDERED this 22 day of August, 1986.

  
STEPHEN B. COLEMAN  
U. S. BANKRUPTCY JUDGE

cc: Wilbur Silberman, Attorney  
Harvey L. Wachsmen, Attorney  
John Whittington, Attorney  
A. J. Block, Jr., Attorney  
Gene Garrett, Chairman of Creditors Committee  
George F. Maynard, Attorney  
Robert B. Rubin, Attorney  
C. Brian Boyd, Attorney  
Ft. Oglethorpe Associates Ltd. Partnership  
Industrial Development Board of the  
the City of Bessemer  
Frank Leigh  
City of Pelham  
Atlanta and Saint Andrews Bay Railway  
Company & Wilbur Silberman

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EXHIBIT "A"

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1. Those certain Motor Vehicle Leases and Lease Disclosure Statements by and between Edwards Leasing and Rental, Inc. as Lessor and Homecrafters Warehouse, Inc. as Lessee as follows (and no others):
  - a. Unit #801 (Veh. I.D. # IGCCS14BXE2105925).
  - b. Unit #799 (Veh. I.D. # IGCCC14HOEF315024).
  - c. Unit #73 (Veh. I.D. # IG1AW19XCF6121098).
  - d. Unit #804 (Veh. I.D. # IGCCC14D4EF349786).
  - e. Unit #83803 (Veh. I.D. # IGCCC14D7E4350172).
  - f. Unit #74 (Veh. I.D. # IG1AW19X6F6118111).
  - g. Unit #76 (Veh. I.D. # IG1AW19XXF6268846).
  - h. Unit #800 (Veh. I.D. # IGCCC14HYEF320358).
  - i. Unit #71 (Veh. I.D. # IG1AD69PXEJ290561).
  - j. Unit #72 (Veh. I.D. # IG1AD69P5EJ276499).
  - k. Unit # 68 (Veh. I.D. # IG1AW19X8EG877857).
  - l. Unit #83802 (Veh. I.D. # IGCCC14DXEF350361).
  - m. Unit #75 (Veh. I.D. # IG1AW19X5F6223853).
2. That certain Lease Agreement dated as of March 1, 1966, between the Industrial Development Board of the City of Bessemer, Alabama, as Lessor, and Moore-Handley, Incorporated (predecessor in interest to Homecrafters Warehouse, Inc.), as Lessee, concerning a building of approximately 27,000 square feet and adjacent areas located in the City of Bessemer, Alabama.

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3. That certain Lease Agreement dated August 1984 between the City of Pelham, Alabama, as Lessor, and Homecrafters Warehouse, Inc., as Lessee, concerning a building of approximately 35,000 square feet and adjacent areas located in the City of Pelham, Alabama.
4. That certain lease dated June 1, 1965, by and between Thrifty Centers, Inc., as Lessor (the predecessor in interest to the current Lessor, Ft. Oglethorpe Associates Limited Partnership), and Shop-Rite, Inc. as Lessee (the predecessor in interest to Homecrafters Warehouse, Inc.) as previously amended from time to time, concerning a building of approximately 25,000 square feet and adjacent areas located at U.S. Highway 27 and State Route 2, Fort Oglethorpe, Georgia.
5. That certain Lease made July 25, 1983, by and between R. H. Brooks as Lessor and Homecrafters Centers, Inc. (the predecessor in interest to Homecrafters Warehouse, Inc.) as Lessee concerning a building of approximately 27,000 square feet and adjacent areas located at 2492 Westpoint Avenue, College Park, Georgia 30337.
6. That certain Lease dated May 21, 1974, by and between Frank M. Leigh, as Lessor and Moore-Handley, Inc. (the predecessor in interest to Homecrafters Warehouse, Inc.) as Lessee, concerning land located in the City of Columbus, County of Lowndes, State of Mississippi (on which land there exists a building of approximately 26,000 square feet, which building is owned by Seller and is also being conveyed to Buyer pursuant to the terms of the Agreement of Sale and Tax Plan of Reorganization).
7. That certain Lease dated April 1, 1972, between E. E. Brewton, et al., as Lessor, and Moore-Handley, Inc. (predecessor in interest to Homecrafters Warehouse, Inc.) as Lessee concerning approximately 3.8 acres of land in the City of Panama City, Bay County, State of Florida (on which land there exists a building of approximately 29,000 square feet, which building is owned by Seller and is also being conveyed to Buyer pursuant to the terms of the Agreement of Sale and Tax Plan of Reorganization).
8. That certain Master Lease Agreement dated November 13, 1984, by and between Textron Financial Corporation (as successor to Avco Financial Services Leasing Company) as Lessor and Homecrafters Warehouse, Inc., as Lessee, but only to the extent assumed by Seller in the Bankruptcy Case pursuant to that certain Order filed therein April 24, 1986, and entered April 25, 1986.

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9. That certain Master Lease Agreement dated June 7, 1984, by and between Manufacturers Hanover Leasing Corporation as Lessor and Homecrafters Warehouse, Inc. as Lessee, but only to the extent assumed by Seller in the Bankruptcy Case pursuant to that certain Order filed therein May 15, 1986.
10. That certain Lease dated September 28, 1972, by and between Atlanta & Saint Andrews Bay Railway Company, as Lessor and Moore-Handley, Inc. (the predecessor in interest to Homecrafters Warehouse, Inc.) concerning an easement to build track on land located in Bay County, Florida (Panama City).

STATE OF FLORIDA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 SEP -8 AM 9:57

*Thomas A. Hamilton, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 1500
Index Fee	100
TOTAL	\$ 1600