

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In Re:) In Proceedings Under Chapter 11
) Hon. Kathy A. Surratt-States
)
JUMP OIL COMPANY, INC.,) Case No. 13-41130-659
) #93 6/24
Debtor.) **ORDER GRANTING DEBTOR’S**
) **MOTION TO APPROVE SALE OF**
) **SUBSTANTIALLY ALL DEBTOR’S**
) **ASSETS FREE AND CLEAR**
) **OF ALL LIENS, CLAIMS, INTERESTS,**
) **LEASES AND ENCUMBRANCES**
)

This matter having come before the Court on June 24, 2013 pursuant to Debtor’s *Motion for Entry of An Order Pursuant to Sections 105(a), 363, 365 and 1146(c) of the Bankruptcy Code Authorizing the Sale of Substantially All Assets of Debtor Free and Clear of Liens, Claims, Interests, Leases and Encumbrances, Subject to Higher and Better Offers* (the “Motion”) filed by Debtor Jump Oil Company, Inc. (“Debtor”) which was filed on March 26, 2013. Upon due consideration of the record as a whole, the argument of the parties, and all pleadings filed in respect of the Debtor’s efforts to sell the Gas Stations and related personal property,¹ Colonial Pacific Leasing (“Colonial Pacific”) and CRE Venture 2011-1, LLC (“CRE”), the holders of first priority liens and security interests in the assets proposed to be sold pursuant to the Motion having consented to the sale upon the terms and conditions contained in this Order and for good cause shown:

THE COURT HEREBY FINDS that, after proper notice to all creditors and parties, the Court held a hearing on the Motion on June 24, 2013.

¹ Capitalized terms used in this Order which are not otherwise defined in this Order shall have the same meaning ascribed to those terms in the Motion.

THE COURT FURTHER FINDS that no objections were raised to the Motion and the relief requested therein.

THE COURT FURTHER FINDS that each purchaser of a Property as identified in **Exhibit A** (“**Purchaser**”) is a good faith purchaser within the meaning of 11 U.S.C. § 363(m) and that there have been no agreements or other circumstances in the sale process for which 11 U.S.C. § 363(n) would be applicable.

IT IS, THEREFORE, AND HEREBY ORDERED that the Motion is Granted upon the terms and conditions contained in this Order.

IT IS FURTHER ORDERED that Debtor is authorized to execute any and all documents with respect to said sales of the real property described in the attached **Exhibit A** and personal property described in the attached **Exhibit B** (collectively, the “Property”) and contemplated in the Motion and to sell the Property to the Purchaser identified in **Exhibit A**.

IT IS FURTHER ORDERED that each purchase agreement described in **Exhibit C** is approved.

IT IS FURTHER ORDERED that subject to the prior review and written approval of Colonial as to the Property on which Colonial holds liens and security interests so designated on the attached **Exhibit A** and personal property described in **Exhibit B** (the “**Colonial Property**”) and CRE as to the Property on which CRE holds liens and security interests so designated on the attached **Exhibit A** (the “**CRE Property**”), Debtor is authorized to pay closing costs from the proceeds of the sales (the “**Approved Closing Costs**”) as approved by Colonial (as to the Colonial Property) and CRE (as to the CRE Property). All Approved Closing Costs shall be paid solely out of the proceeds of the sales so that any Approved Closing Costs from the sale of the CRE Property shall only be paid out of the proceeds from the sale of the CRE Property and the Approved Closing Costs from the sale of the Colonial Property shall only be paid out of the

proceeds from the sale of the Colonial Property.

IT IS FURTHER ORDERED that Colonial, as the holder of a properly perfected first priority lien and security interest in the Colonial Property, shall be paid at closing the net proceeds from the sale(s) of the Colonial Property, after deductions for the payment of the Approved Closing Costs solely related to the sale of the Colonial Property.

IT IS FURTHER ORDERED that CRE, as the holder of a properly perfected first priority lien and security interest in the CRE Property, shall be paid at closing the net proceeds from the sale(s) of the CRE Property, after deductions for the payment of the Approved Closing Costs solely related to the sale of the CRE Property.

IT IS FURTHER ORDERED that said sale(s) of the Property shall be free and clear of all liens, claims, interests, leases and encumbrances pursuant to 11 U.S.C. §363, including, but not limited to, any and all fuel tax liens and any and all leases which are not otherwise assigned and/or assumed by the purchaser(s) of the Property, with all liens, claims, and encumbrances to attach to the proceeds of the sale in the same priority as such liens attached to said Property prior to closing of the sale. The sale shall be “where is” and “as is” with all faults and without any warranty as to title or condition from Debtor, Colonial, or CRE.

IT IS FURTHER ORDERED that, to the extent any leases with respect to the Property under which the Debtor is the lessor are not otherwise assumed and assigned by the purchaser(s) of the Property, the tenants under such leases shall vacate the applicable Property within fifteen (15) days of entry of this Order.

IT IS FURTHER ORDERED that Debtor has met all of the requirements of 11 U.S.C. §363. Further, each proposed sale is the result of arms-length, good faith negotiations between the Debtor and each Purchaser, and each Purchaser is a good faith purchaser within the meaning

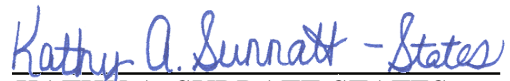
of 11 U.S.C. §363(m). In addition, the sale of the assets is in the best interest of the Bankruptcy Estate and its creditors.

IT IS FURTHER ORDERED pursuant to 11 U.S.C. §363(m) of the Bankruptcy Code, the reversal or modification of this order on appeal will not affect the validity of the transactions contemplated hereunder unless the same is stayed pending appeal.

IT IS FURTHER ORDERED each Purchaser, its respective officers, employees and agents, has not colluded with any other person, firm or entity or in any manner violated the provisions of Section 363(n).

IT IS FURTHER ORDERED that the fourteen (14) day stay set forth in Rule 6004(h) of the Federal Bankruptcy Rules is hereby waived and said stay shall not be applicable to this Order.

No later than five (5) business days after the date of this Order, Debtor is directed to serve a copy of said Order on all parties-in-interest not served electronically and is directed to file a certificate of service no later than two (2) business days after service.


KATHY A. SURRATT-STATES
Chief United States Bankruptcy Judge

DATED: July 9, 2013
St. Louis, Missouri
jjh

Order Prepared By:
Benjamin K. Westbrook
10326 Old Olive Street Road
St. Louis, MO 63141-5922

Store #	Address	City	Senior Lender	Purchaser
1	7212 N. Broadway	St. Louis	Colonial	Lion Petroleum, Inc.
2	8433 Page Blvd	Vinita Park	Colonial	Lion Petroleum, Inc.
4	6977 Gravois	St. Louis	Colonial	Lion Petroleum, Inc.
6	2323 South Jefferson	St. Louis	Colonial	Lion Petroleum, Inc.
7	1800 Lucas-Hunt Rd	Hillsdale	CRE	Lion Petroleum, Inc.
9	3600 Big Bend Blvd	Maplewood	CRE	Lion Petroleum, Inc.
10	3165 South Kingshighway	St. Louis	Colonial	Lion Petroleum, Inc.
11	3934 South Grand Ave	St. Louis	Colonial	Star Shop Inc.
12	6428 Chippewa	St. Louis	Colonial	Lion Petroleum, Inc.
13	1910 Woodson Rd	Overland	Colonial	Lion Petroleum, Inc.
14	1210 South Florissant Rd	Cool Valley	Colonial	Lion Petroleum, Inc.
15	9601 Manchester Rd	Rockhill	Colonial	Lion Petroleum, Inc.
16	10310 Page Blvd	Overland	Colonial	Lion Petroleum, Inc.
18	10280 West Florissant	Dellwood	CRE	Lion Petroleum, Inc.
19	2401 Chambers Road	Moline Acres	Colonial	Lion Petroleum, Inc.
21	503 South Main Street	O'Fallon	Colonial	Titlemax
23	1207 West Kearney	Springfield	Colonial	Sunshine 1, Inc.
25	2885 East Chestnut	Springfield	Colonial	Sunshine 1, Inc.
26	1620 East Sunshine	Springfield	Colonial	Next Stop C-Stores, LLC
306	301 West Tilden	Humansville	Colonial	Lion Petroleum, Inc.
309	1687 South State Hwy N	Springfield	Colonial	Lion Petroleum, Inc.
310	3rd & D Street	Osceola	Colonial	Casey's
311	698 Hwy 60	Monett	Colonial	Lion Petroleum, Inc.
315	16975 Hwy B	Boonville	Colonial	Richard C. Ball (J.W. Franklin)
316	4051 County Road 177	Williamsburg	Colonial	Lion Petroleum, Inc.
318	102 West Dallas	Buffalo	Colonial	Lion Petroleum, Inc.
319	328 East Broadway	Bolivar	Colonial	Casey's
320	18th & McCullogh	Adrian	Colonial	Lion Petroleum, Inc.
321	310 South 3rd Street	Ozark	Colonial	Lion Petroleum, Inc.
322	150 Grand	Greenfield	Colonial	Lion Petroleum, Inc.
323	1017 North Main	Cassville	Colonial	Lion Petroleum, Inc.
324	121 North Commerce	Crane	Colonial	Lion Petroleum, Inc.
325	115 East Hwy 54	Eldorado Springs	Colonial	Lion Petroleum, Inc.
326	1730 South Morley	Moberly	Colonial	Purvi Patel
327	300 Rollins	Moberly	Colonial	Purvi Patel
328	1702 North 63 North	Macon	Colonial	Lion Petroleum, Inc.
329	2450 South Main	Boonville	Colonial	Casey's
343	1350 West College	Marshall	Colonial	Casey's
401	2700 North Baltimore	Kirksville	Colonial	Lion Petroleum, Inc.
403	202 East Illinois	Kirksville	Colonial	Lion Petroleum, Inc.
404	1312 South Baltimore	Kirksville	Colonial	Lion Petroleum, Inc.
416	306 West Bourke	Macon	Colonial	Lion Petroleum, Inc.
417	1409 South Main	Palmyra	Colonial	Lion Petroleum, Inc.
418	North Hwy 63	Lancaster	Colonial	Lion Petroleum, Inc.
419	1202 South Missouri	Macon	Colonial	Lion Petroleum, Inc.
Nevada	2220 E Austin	Nevada	Colonial	
Collins	SE 900 Rd and Hwy 13	Collins	Colonial	
Lancaster	MO Hwy 63/ Iowa State Lin	Lancaster	Colonial	Lion Petroleum, Inc.
Franklin	Walther Lane	Boonville	Colonial	Richard C. Ball (J.W. Franklin)

File Number: 20060022980M
 Date Filed: 03/02/2006 11:06 AM
 Robin Carnahan
 Secretary of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] UCC Direct Services (713) 533-4718	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) UCC Direct Services P O Box 3248 Houston TX 77253-3248	
EMail: Donna_Klenke@uccdirect.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME

OR	1a. ORGANIZATION'S NAME Jump Oil Company, Inc.			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 221 Bolivar Street, Suite 400	CITY Jefferson City	STATE MO	POSTAL CODE 65101	COUNTRY USA
	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION MO	1g. ORGANIZATIONAL ID # 00509790	<input type="checkbox"/> None

2. DEBTOR'S EXACT FULL LEGAL NAME

OR	2a. ORGANIZATION'S NAME Convenience Holdings, Inc.			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 221 Bolivar Street, Suite 400	CITY Jefferson City	STATE MO	POSTAL CODE 65101	COUNTRY USA
	2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION MO	2g. ORGANIZATIONAL ID # 00505034	<input type="checkbox"/> None

1. SECURED PARTY'S NAME

OR	1a. ORGANIZATION'S NAME Citicorp Leasing, Inc.			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2600 Michelson, Suite 1200	CITY Irvine	STATE CA	POSTAL CODE 92612	COUNTRY USA

This FINANCING STATEMENT covers the following collateral:

All of Debtor's and Additional Debtor's now owned or hereafter acquired, accounts, equipment, fixtures, documents, contract rights, general intangibles, chattel paper, instruments and the proceeds of all the foregoing and all such property (collateral) more fully described on Schedule "A" and Annex I attached hereto and made a part hereof.

SCHEDULE "A"
 TO THE UCC-1 FINANCING STATEMENT

All of Debtor's right, title and interest in the following, whether now owned or hereafter acquired and now or hereafter existing and wherever located, in each case to the extent the following are used or useful in the operation of a "Facility" or "Facilities", (described on the attached Annex I) arise out of the operation of a Facility(s) or otherwise relate to a Facility(s) (the "Collateral"):

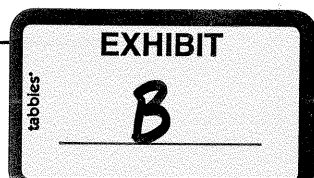
(i) All equipment in all of its forms, including but not limited to all pumps, tanks, compressors, tools, hydraulic lifts and other machinery, computer hardware and software, vehicles, furniture, fixtures, office and record keeping equipment, parts and all other tangible personal property and all leases and licenses with respect thereto; and

(ii) Each and every account, contract right, chattel paper, instrument including each and every promissory note, investment

5. ALTERNATE NAME DESIGNATION LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB SELLER/BUYER AG. LIEN NON-UCC

6. This FINANCING STATEMENT AMENDMENT is to be filed[for record](or recorded)int the REAL ESTATE RECORDS.

8. OPTIONAL FILER REFERENCE DATA
 MO-0-16882383 MO-0-16882383-24452 511084 Astraes Locke



property, deposit account, letter of credit right, supporting obligation, general intangible, including each and every payment intangible and other obligation of any kind, whether or not arising out of a sale, lease or other disposition of goods or other property, out of a rendering of services, out of an Advance, out of the overpayment of taxes or other liabilities or otherwise arises under any contract or agreement, whether or not already earned by performance, and howsoever evidenced, together with all of the rights and interest (including, without limitation, all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor thereunder or against any of the property of such account debtor or other obligor; and

(iii) All trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use Debtor's name; and

(iv) All certificates of title and documents; and

(v) All other personal property of Debtor (except inventory) of every kind and description which is now or hereafter comes into the possession of Secured Party, including but not limited to property delivered to Secured Party for safekeeping, or for collection or exchange, and all dividends and distributions on and other rights in connection with such property; and

(vi) All books and records, computer programs, tapes, discs, software and other like records and information, evidencing or relating to any Collateral or any other like records and information relating to any of the foregoing Collateral;

together with all parts, accessories, repairs, improvements and accessions thereto and replacements and substitutions thereof, all proceeds (including, but not limited to, insurance proceeds), products and issue therefrom now or hereafter at any time made or acquired and all books and records with respect thereto and all equipment containing such books and records.

ANNEX I

Account Number: 511084

Facility(s) Address(es): 102 West Dallas Street, Buffalo, MO 65622; 503 South Main Street, O'Fallon, MO 63366; 2700 North Baltimore Street, Kirksville, MO 63501; 202 East Illinois Street, Kirksville, MO 63501; 306 West Bourke Street, Macon, MO 63552; 1409 South Main Street, Palmyra, MO 63461; North Highway 63, Route 1, Box 91, Lancaster, MO 63548; and 1202 South Missouri Street, Macon, MO 63552

File Number: 20060129341K
 Date Filed: 12/01/2006 08:11 PM
 Robin Carnahan
 Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] UCC Direct Services (713) 533-4718	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) UCC Direct Services P O Box 3248 Houston TX 77253-3248	
E-Mail: Donna_Klenke@uccdirect.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
20060022980M

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. CONTINUATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4. ASSIGNMENT (full or partial)

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record
 CHANGE name and/or address DELETE name ADD name

8. AMENDMENT (COLLATERAL CHANGE)

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned

The referenced UCC Financing Statement is hereby amended to add the Collateral located at Store #26, 1620 E. Sunshine Street, Springfield, MO 65804; Store #25, 2885 E. Chestnut Expressway, Springfield, MO 65802; Store #14, 1210 S. Florissant Road, St. Louis, MO 63121; Store #16, 10310 Page Avenue, St. Louis, MO 63132; Store #4, 6977 Gravois Avenue, St. Louis, MO 63116; Store #6, 2323 South Jefferson Avenue, St. Louis, MO 63104; Store #17, 12785 New Halls Ferry Road, Florissant, MO 63033; Store #19, 2401 Chambers Road, St. Louis, MO 63136; Store #13, 1910 Woodson Road, St. Louis, MO 63114; Store #11, 3934 S. Grand Boulevard, St. Louis, MO 63118; Store #10, 3165 S. Kingshighway Boulevard, St. Louis, MO 63139; Store #2, 8433 Page Avenue, St. Louis, MO 63130; Store #1, 7212 N. Broadway, St. Louis, MO 63147; Store #15, 9601 Manchester Road, St. Louis, MO 63119; Store #5 - 4402 Jennings Station Road, St. Louis, MO 63121; Store #7 - 1800 Lucas and Hunt Road, St. Louis, MO 63121; Store #8 - 932 Lemay Ferry Road, Lemay, MO 63125; Store #9 - 3600 S. Big Bend Boulevard, Maplewood, MO 63143; Store #18 - 10280 W. Florissant Avenue, St. Louis, MO 63136; Store #316 - 4051 County Road 177, PO Box 100, Williamsburg, MO 63388; Store #12 - 6428 Chippewa Street, St. Louis, MO 63109; Store #24 - 2101 S. Glenstone Avenue, Springfield, MO 65804; Store #27 - 2540 N. Glenstone Avenue, Springfield, MO 65803; Store #28 - 4082 Highway 54, Osage Beach, MO 65065; Store #29 - 379 VFW Memorial Drive, St. Roberts, MO 65584; Store #22 - 8455 Watson Road, Webster Grove, MO 63119; Store #23 - 1027 W. Kearney Street, Springfield, MO 65803.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT DEBTOR authorizing this amendment

9a. ORGANIZATION'S NAME
Citicorp Leasing, Inc.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA
MO-0-22576327000 MO-0-22576327-24452 511084 Astraes Locke

File Number: 20100094634M
Date Filed: 09/15/2010 11:00 AM
Robin Carnahan
Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Corporation Service Company (800) 858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
**Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield IL 62703
 EMail: filingdept@cscinfo.com**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
20060022980M

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial)

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record
 CHANGE name and/or address DELETE name ADD name

6. CURRENT RECORD INFORMATION:

1a. ORGANIZATION'S NAME
Citicorp Leasing, Inc.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGE (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME
GE Capital Commercial Inc., successor by name change

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS
8377 E. Hartford Drive, Suite 200

CITY Scottsdale	STATE AZ	POSTAL CODE 85255	COUNTRY USA
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8. AMENDMENT (COLLATERAL CHANGE)
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT DEBTOR authorizing this amendment

9a. ORGANIZATION'S NAME
Citicorp Leasing, Inc.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

52820963

SUMMARY OF EXECUTED ASSET PURCHASE AGREEMENTS

1. Asset Purchase Agreement dated May 15, 2013 between Sunshine 1, Inc. and Jump Oil Company for the sale of Site 23.
2. Asset Purchase Agreement dated May 15, 2013 between Sunshine 1, Inc. and Jump Oil Company for the sale of Site 25.
3. Asset Purchase Agreement dated May 22, 2013 between Caseys Marketing Company and Jump Oil Company for the sale of Sites 310, 319, 329, and 343.
4. Asset Purchase Agreement dated June 4, 2013 between Purvi Patel and Jump Oil Company for the sale of Sites 326 and 327.
5. Asset Purchase Agreement dated June 5, 2013 between Haitham Ali, Aktham Ali (Star Shop, Inc.) and Jump Oil Company for the sale of Site 11.
6. Asset Purchase Agreement dated June 5, 2013 between Next Stop C-Stores, LLC and Jump Oil Company for the sale of Site 26.
7. Contract for Purchase and Sale of Real Estate dated June 6, 2013 between Richard C. Ball and Jump Oil Company for the sale of Site 315 and Franklin lot.
8. Real Estate Sales Contract dated June 18, 2013 between TitleMax of Missouri, Inc. and Jump Oil Company for the sale of Site 21.
9. Asset Purchase Agreement dated June 19, 2013 between Lion Petroleum, Inc. and Jump Oil Company for the sale of Sites 1, 2, 4, 6, 7, 9, 10, 12, 13, 14, 15, 16, 18, 19, 306, 309, 311, 316, 318, 320, 321, 322, 323, 324, 325, 328, 401, 403, 404, 416, 417, 418, 419, and Lancaster lot.

