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1153-680

STATE OF GEORGIA)
) DONNIE S. TANKERSLEY
) P.M.C.
 COUNTY OF CHATTAHOOCHEE) COLLATERAL ASSIGNMENT OF LEASEHOLD INTEREST(S)

THIS ASSIGNMENT made this 30th day of April, 1979 from SOUTHEASTERN PETROLEUM SALES CORPORATION, a Delaware Corporation authorized to do business under the laws of the States of Georgia and South Carolina, (hereinafter "Assignor") to REPUBLIC NATIONAL BANK OF DALLAS, a national banking association with its principal offices in Dallas, Texas (hereinafter "Assignee"),

W I T N E S S E T H :

Assignor does hereby sell, transfer, and assign unto Assignee all the rights, title and interest of Assignor in those certain Lease(s) assigned by INTERNATIONAL PETROLEUM TERMINALS COMPANY (SE) to Assignor herein by Assignments of even date herewith, and recorded in the Office of the Clerk of County Court, Greenville County, South Carolina, said Leases being dated and more particularly described as set forth in Exhibit A attached hereto, and by reference incorporated herein, and said Leases providing for the lease of property more particularly described in the said Exhibit A. The personal property and equipment being leased in said Leases if any, are more specifically set forth in said Exhibit A.

This assignment is given to secure (a) the payment of a note from Assignor to Assignee of even date in the principal amount of \$2,465,000.00, which is due and payable in full on May 1, 1980, together with any renewals or extensions thereof, (b) payment of all other sums with interest thereon coming due and payable to the Assignee under the provisions of this assignment or said note, or any Debt Deed, Mortgage, Financing Statement, or other security instrument securing said note, and (c) the performance and discharge of each and every obligation, covenant and agreement contained herein, or in said note or other security instrument.

And Assignor does hereby authorize and empower the said Assignee to collect the rents from said Lease as they become due, and does hereby direct the Lessee of the aforesaid premises to pay such rents as may now be due or shall hereafter become due to the said Assignee, upon demand for payment thereof by said Assignee. IT IS UNDERSTOOD AND AGREED, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured hereby, or a default in the performance of any other covenant or condition of said note, this assignment, or any other security instrument securing said note; and until such demand is made, Assignor is authorized to collect and continue collecting said rents; but that such privilege to collect or continue collecting by Assignor shall not operate to permit the collection by Assignor of any installment of rent in advance of the date prescribed in said Lease for the payment thereof without the prior written consent of Assignee. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving the said Lease in any bankruptcy, insolvency or reorganization proceeding in any state or federal court, and any and all payments made by Lessee in lieu of rent. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to appear in any action and/or to collect any such award or payment.

Any amounts collected hereunder, less the expenses of collection, if any, shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by this assignment.

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