FORM SC 14D1/A

Tender offer statement. [amend]

Filing Date: **1995-07-25**
SEC Accession No. 0000950129-95-000806

SUBJECT COMPANY

SUNSHINE JR STORES INC

CIK:**95479**| IRS No.: **590669576** | State of Incorp.:**FL** | Fiscal Year End: **1231**
Type: **SC 14D1/A** | Act: **34** | File No.: **005-30356** | Film No.: **95555686**
SIC: **5500** Auto dealers & gasoline stations

Mailing Address
109 WEST FIFTH STREET
P O BOX 2498
PANAMA CITY FL 32402

Business Address
109 WEST FIFTH STREET
P O BOX 2498
PANAMA CITY FL 32402
9047691661

FILED BY

E Z SERVE CORPORATION

CIK:**868575**| IRS No.: **752168773** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC 14D1/A**
SIC: **5500** Auto dealers & gasoline stations

Mailing Address
2550 NORTH LOOP WEST
STE 600
HOUSTON TX 77092

Business Address
2550 N LOOP W STE 600
HOUSTON TX 77092
7136844300

1	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS EZS Acquisition Corporation; E-Z Serve Corporation 76-0472274; 75-2168773
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) / / (b) / /
3	SEC USE ONLY
4	SOURCE OF FUNDS* BK, WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f) / /
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware; Delaware
7	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON -0-
8	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (7) EXCLUDES CERTAIN SHARES* / /
9	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (7) -0%-
10	TYPE OF REPORTING PERSON* CO; CO

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FINAL AMENDMENT TO

SCHEDULE 14D-1

TENDER OFFER STATEMENT PURSUANT TO SECTION 14(d)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

Sunshine-Jr. Stores, Inc.
(Name of subject company)

EZS Acquisition Corporation
E-Z Serve Corporation
(Bidder)

Common Stock, par value $.10 per share
(Title of class of securities)

867830101
(CUSIP number of class of securities)

E-Z Serve Corporation
2550 North Loop West, Suite 600
Houston, Texas 77092
Attention: Mr. John T. Miller
(713) 684-4300
(Name, address and telephone number of person authorized
to receive notices and communications on behalf of bidder)

With a copy to:

Mr. John L. Keffer
Bracewell & Patterson, L.L.P.
711 Louisiana Street, Suite 2900
Houston, Texas 77002-2781
(713) 223-2900

EZS Acquisition Corporation, a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of E-Z Serve Corporation, a Delaware corporation ("Parent"), hereby amends and supplements the Tender Offer Statement on Schedule 14D-1 originally filed on June 19, 1995 (the "Statement"), with respect to the offer by the Purchaser to purchase all of the outstanding shares of common stock, par value $.10 per share (the "Shares"), of Sunshine-Jr. Stores, Inc., a Florida corporation (the "Company"), at a purchase price of $12.00 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase dated June 19, 1995 (the "Offer to Purchase") and in the related Letter of Transmittal (which, together with the Offer to Purchase, constitute the "Offer"). The Offer expired July 20, 1995, and pursuant to Instruction F of Schedule 14D-1, this Final Amendment shall be deemed to satisfy the reporting requirements of Section 13(d) of the Securities Exchange Act of 1933 with respect to all Shares acquired by the Purchaser pursuant to the Offer as reported herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Offer as incorporated by reference into the Statement.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(b) Subsequent to the commencement of the Offer and in view of the Company's endorsement of the Offer, representatives of the Company and Purchaser had numerous discussions in the ordinary course of the Offer concerning the status of the Offer, the Merger and potential Superior Proposals, as defined in the Merger Agreement.

After the expiration of the Offer, Purchaser became aware that a lawsuit ("Lawsuit") had been filed by CCC-PP, Inc. ("CCC") and Randall Hughes, as plaintiffs ("Plaintiffs"), against the Company and certain former shareholders of the Company, as defendants (Case No. 95-3500 in the Circuit Court in and for Leon County, Florida, Civil Division). Representatives of CCC had earlier approached representatives of the Company with the view to developing a Superior Proposal as defined in the Merger Agreement.

Purchaser was further advised that these discussions never matured into a Superior Proposal because, among other reasons, representatives of CCC withdrew from negotiation. The lawsuit was filed in the Circuit Court in and for Leon County, Florida, Civil Division shortly before expiration of the Offer. The Plaintiffs sought entry of an order enjoining the Company from consummating the Merger and a declaration that the break-up fee in the Merger Agreement was invalid and unenforceable. Parent filed a Form 8-K with the Commission on July 21, 1995, disclosing such litigation. CCC also filed a motion for an expedited hearing and requested that such hearing occur on July 24, 1995. In the morning of July 24, 1995, the Company filed a response in opposition to Plaintiffs' motions. Later on July 24, 1995, Plaintiffs filed a Notice of Voluntary Dismissal requesting the dismissal of the Lawsuit.

The Merger was effected on July 21, 1995, by the filing of Articles of Merger with the Secretary of State of Florida and a Certificate of Ownership and Merger with the Secretary of State of Delaware. As described in the Offer to Purchase, each Share not tendered in the Offer was thereupon converted into the right to receive $12.00 in cash net to the seller. In addition, the officers and directors of Purchaser became the officers and directors of the Company in accordance with the Merger Agreement. Immediately after the effectiveness of the Merger, Parent (as the sole shareholder of the Company) increased the number of members of the Board of Directors of the Company to three and elected Marion H. Blackmon as the third director to join Neil H. McLaurin and John T. Miller. Messrs. McLaurin, Miller and Blackmon are all officers of Parent and were previously identified as potential nominees for directors of the Company in the Company's Schedule 14D-9 as filed with the Commission on June 19, 1995. Thereafter, the new Board of Directors removed all of the officers of the Company and appointed a new slate of officers.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(b) Upon the expiration of the Offer, Purchaser made a payment of $20,136,984 to the Depositary as payment for all Shares tendered in the Offer, which sum consisted of (i) $15,136,984 from the Third Amendment, as defined below, (ii) $2,465,375 as a partial release of the funds held in escrow pursuant to the Escrow Agreement, and (iii) $2,534,625 from cash on hand. Upon the effectiveness of the Merger, Parent deposited an additional $282,816 with the

Depositary to pay for the Shares not tendered in the Offer, which sum consisted of (i) $34,625 from the remaining funds released from escrow in accordance with the Escrow Agreement, and (ii) $248,191 from cash on hand. A total amount of $20,419,800 is on account with the Depositary for the payment of $12 per share for all of the 1,701,650 Shares outstanding prior to the Offer and shall be paid as applicable as soon as practicable.

On July 21, 1995, Parent and E-Z Serve Convenience Stores, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("EZCON"), entered into an Amendment No. 3 and Waiver No. 2 to Credit and Guaranty Agreement ("Third Amendment") with a group of banks ("Lenders") and with Societe Generale as agent ("Agent"). Pursuant to the Third Amendment, the Lenders and the Agent agreed (i) to make loans to EZCON ("Tender Loans") in the aggregate principal amount not to exceed $15,400,000 to be applied solely as a loan on an intercompany basis to Parent and contributed to Purchaser to fund a portion of the purchase price for the Shares tendered in the Offer, (ii) to make loans to EZCON ("Merger Loans") in the aggregate principal amount not to exceed $15,400,000 to be loaned to Parent on an intercompany basis and then contributed to Purchaser to refinance the Tender Loans and to purchase the Shares not tendered in the Offer but required to be purchased pursuant to the terms of the Agreement and Plan of Merger dated June 15, 1995, among Parent, Purchaser and

the Company governing the terms of the merger of Purchaser with and into the Company (the "Merger").

The Tender Loans bear interest at the stated and effective rate of the Agent's base rate plus 3% with a stated maturity of the earlier of 30 days following the making of such Tender Loan or the consummation of the Merger. The Tender Loans may be prepaid at any time prior to the stated maturity. The Merger Loans bear interest at a stated and effective rate of the Agent's base rate plus 1.25% payable at the end of each calendar month and can be converted to LIBOR loans at LIBOR plus 2.5%. The Merger Loans have a stated maturity date of the earlier of the consummation of the merger of the Company with and into EZCON or July 23, 1996; provided, however, that if such merger has not occurred by such date or if certain earnings targets are not met, the Merger Loans shall amortize based upon an agreed schedule.

The Third Amendment changed certain of the defined financial covenants and various restrictions on distributions, business transactions, contractual obligations, capital expenditures and lease obligations applicable to Parent and its subsidiaries, including the addition of certain financial covenants applicable to the Company. Compliance with certain of these defined covenants and restrictions (other than financial covenants) is waived to the extent and for so long as (and only to the extent and for so long as) an applicable contract or other document or instrument would be contravened or a default thereunder would arise as a result of complying with such covenants or restrictions.

THE FOREGOING DESCRIPTION OF THE TERMS AND PROVISIONS OF THE THIRD AMENDMENT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT THEREOF, WHICH IS FILED AS AN EXHIBIT TO THIS SCHEDULE 14D-1 AND IS AVAILABLE FOR INSPECTION AND COPYING AT THE PRINCIPAL OFFICE OF THE COMMISSION IN THE MANNER DESCRIBED IN SECTION 8

OF THE OFFER TO PURCHASE.

Due to the funding of the Offer by the Lenders, on July 21, 1995, Parent gave notice to Phemus Corporation and Intercontinental Mining & Resources Incorporated as subscribers under the Subscription Agreement dated June 13, 1995, pursuant to which the subscribers agreed to subscribe to preferred stock of Parent to allow Purchaser to fund the Offer, that Parent elected to terminate the Subscription Agreement according to its terms and that no party had any further obligations thereunder.

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER.

(a)-(g) The American Stock Exchange suspended trading in the Shares as of July 21, 1995. Since the Company is a wholly-owned subsidiary of Parent as of effective date of the

Merger, the American Stock Exchange has informed the Company that the American Stock Exchange will file, as soon as practicable, an application with the Commission to delist and deregister the Shares.

On July 6, 1995, the Company filed a Motion for Approval of Form and Sufficiency of Tender of Prepayment of Unresolved, Unsecured Claims, In Accordance With Confirmed, Second Amended Plan of Reorganization ("Approval Motion") and a Motion for Expedited Hearing ("Expedited Motion") with the Bankruptcy Court. The Approval Motion requested that an order be issued determining that the prepayment of the Company's secured promissory notes ("Secured Notes") with an outstanding principal balance of $13,961,629 and the posting of a letter of credit sufficient to pay any claims subject to objections pending in the Bankruptcy Court that may, if allowed, become entitled to additional Secured Notes is sufficient performance to satisfy and discharge the Company's Indenture and eliminate the restrictions on payments, dividends and distributions to shareholders of the Company contained in the Company's Plan of Reorganization. The Expedited Motion requested the setting of a hearing date for the Approval Motion at the earliest possible date due to the time sensitive nature of the Offer and the financing commitment from Parent's Lenders. The Bankruptcy Court has set July 28 as the hearing date for the Approval Motion.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a)-(b) As of July 20, 1995, approximately 98.6% of the Shares were tendered to Purchaser in accordance with the Offer, of which certificates representing 1,678,082 Shares had been physically received and 4,454 Shares were subject to notices of guaranteed delivery that must be settled no later than July 27, 1995. Upon the effectiveness of the Merger, all 1,701,650 Shares outstanding prior to the Offer were cancelled and the 1,000 shares of common stock of Purchaser were converted into 1,000 shares of common stock of the Company. Therefore, Parent is the holder of 1,000 shares of common stock of the Company which are now the only outstanding shares of capital stock of the Company. As described above, Purchaser has paid for all Shares tendered pursuant to the Offer and to be paid in accordance with the Merger Agreement by depositing the necessary funds with the Depositary.

ITEM 10. ADDITIONAL INFORMATION.

(b) and (c) The waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, expired on July 4, 1995. Reference is made to the Lawsuit described above.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

<TABLE>

<S>	<C>
99.(a)(9)	Letter of Transmittal to holders of Shares not tendered in the Offer.
99.(b)(4)	Amendment No. 3 and Waiver No. 2 to Credit and Guaranty Agreement dated July 21, 1995 by and among Parent, EZCON, the Lenders and Societe Generale as agent.
99.(c)(5)	Company's Motion for Approval of Form and Sufficiency of Tender of Prepayment of Unresolved, Unsecured Claims, In Accordance With Confirmed, Second Amended Plan of Reorganization as filed with the United States Bankruptcy Court for the Middle District of Florida (Tampa Division) on July 6, 1995.
99.(c)(6)	Company's Motion for Expedited Hearing as filed with the United States Bankruptcy Court for the Middle District of Florida (Tampa Division) on July 6, 1995.
99.(c)(7)	Letter dated July 20, 1995, from EZS to Continental Stock Transfer & Trust Company - incorporated by reference from Exhibit 99.1 to Parent's report on Form 8-K dated July 20, 1995.
99.(c)(8)	Press Release of the Company issued on July 20, 1995 - incorporated by reference from Exhibit 99.2 to Parent's report on Form 8-K dated July 20, 1995.
99.(c)(9)	Complaint as filed on July 20, 1995, by Plaintiffs against the Company and certain former shareholders of the Company in the Circuit Court in and for Leon County, Florida, Civil Division (the "Court") - incorporated by reference from Exhibit 99.3 to Parent's report on Form 8-K dated July 20, 1995.
99.(c)(10)	Plaintiff's Motion for Preliminary Injunction. Enjoining Sunshine as filed with the Court on July 20, 1995 - incorporated by reference from Exhibit 99.4 to Parent's report on Form 8-K dated July 20, 1995.
99.(c)(11)	Hughes' Motion for Preliminary Injunction Enjoining Shareholder Defendants as filed with the Court on July 20, 1995 - incorporated by reference from Exhibit 99.5 to Parent's report on Form 8-K dated July 20, 1995.

</TABLE>

<TABLE>

<S>	<C>
99.(c)(12)	Letter dated July 19, 1995, from CCC to the Company withdrawing CCC's offer - incorporated by reference from Exhibit 99.6 to Parent's report on Form 8-K dated July 20, 1995.
99.(c)(13)	Defendant Sunshine-Jr. Stores, Inc.'s Response in Opposition to Plaintiffs' Motion for Emergency Motion as filed with the Court on July 24, 1995.
99.(c)(14)	Plaintiffs' Notice of Voluntary Dismissal as filed with the Court on July 24, 1995.

</TABLE>

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

E-Z SERVE CORPORATION

By: /s/ John T. Miller

Name: John T. Miller
Title: Senior Vice President

EZS ACQUISITION CORPORATION

By: /s/ John T. Miller

Name: John T. Miller
Title: Vice President

Date: July 25, 1995

EXHIBIT INDEX

<TABLE>
<CAPTION>

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</TABLE>

EXHIBIT 99.(A)(9)

To Former Holders of Common Stock of
Sunshine-Jr. Stores, Inc.:

Enclosed is a Letter of Transmittal relating to the surrender of certificates formerly representing shares of common stock, par value $0.10 per share, of Sunshine-Jr. Stores, Inc. ("Sunshine"). The surrender of certificates and delivery of a properly completed Letter of Transmittal are required to permit Continental Stock Transfer & Trust Company, as Paying Agent, to pay you the $12.00 per share cash consideration in connection with the merger of EZS Acquisition Corporation with and into Sunshine, which took place on July 21, 1995. Please read the Letter of Transmittal carefully, complete, sign and return it, along with your stock certificates, in accordance with the instructions set forth in the Letter of Transmittal.

July 25, 1995.

LETTER OF TRANSMITTAL
TO SURRENDER CERTIFICATES
FORMERLY REPRESENTING SHARES OF COMMON STOCK
OF
SUNSHINE-JR. STORES, INC.
IN EXCHANGE FOR $12.00 PER SHARE IN CASH

PURSUANT TO THE MERGER OF

EZS ACQUISITION CORPORATION
A WHOLLY-OWNED SUBSIDIARY
OF
E-Z SERVE CORPORATION
WITH AND INTO
SUNSHINE-JR. STORES, INC.

THE PAYING AGENT IS:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By Hand, Mail or Overnight Courier:
2 Broadway
New York, New York 10004
Attention: 19th Floor

For Information Call:
(212) 509-4000 ext. 227

THIS LETTER OF TRANSMITTAL SHOULD BE COMPLETED, SIGNED AND SUBMITTED, TOGETHER WITH YOUR CERTIFICATE(S) REPRESENTING ONE OR MORE SHARES OF THE COMMON STOCK OF SUNSHINE-JR. STORES, INC. TO THE ADDRESS SET FORTH ABOVE. DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THE INSTRUCTIONS SET FORTH IN THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

IF CERTIFICATES ARE REGISTERED IN DIFFERENT NAMES, A SEPARATE LETTER OF TRANSMITTAL MUST BE SUBMITTED FOR EACH DIFFERENT REGISTERED OWNER. SEE INSTRUCTIONS 4 AND 6.

<TABLE>
<S> <C> <C>

DESCRIPTION OF CERTIFICATES SURRENDERED		
NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL IN, IF BLANK EXACTLY AS NAME(S) APPEAR ON CERTIFICATE(S))	CERTIFICATE(S) ENCLOSED (ATTACH ADDITIONAL LIST IF NECESSARY)	
	CERTIFICATE NUMBER(S)	TOTAL NUMBER OF SHARES FORMERLY REPRESENTED BY CERTIFICATE(S)

	TOTAL SHARES:

</TABLE>

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby surrenders to Continental Stock Transfer & Trust Company, as Paying Agent (the "Paying Agent"), the certificate(s) listed above (the "Certificate(s)") that formerly represented shares of common stock, par value $0.10 per share ("Shares"), of Sunshine-Jr. Stores, Inc., a Florida corporation (the "Company"), and now represent the right to receive cash for cancellation in exchange for the payment of $12.00, net in cash without interest ("Cash Payment"), for each such former Share pursuant to the terms and conditions of that certain Agreement and Plan of Merger dated as of June 15, 1995, by and among E-Z Serve Corporation, a Delaware corporation ("Parent"), EZS Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Purchaser"), and the Company pursuant to which Purchaser was merged with and into the Company effective July 21, 1995 ("Merger"). Under both Florida and Delaware law, no appraisal rights are available to the holders ("Certificate Holders") of the Shares formerly represented by the Certificates surrendered hereby.

The name and address of the Certificate Holder should be printed, if not already set forth on a label above, under "Description of Certificates Surrendered," as they appear on the Certificate(s). The Certificate(s) and the number of Shares that the undersigned wishes to surrender should be indicated in the appropriate boxes above. The undersigned hereby represents that the undersigned has full authority to surrender, assign and transfer the Certificates that formerly represented Shares free and clear of all liens, claims and encumbrances. The undersigned will, upon request, execute and deliver any additional documents reasonably deemed appropriate or necessary by the Paying Agent in connection with the surrender of such Certificates.

The undersigned hereby irrevocably constitutes and appoints the Paying Agent the true and lawful agent and attorney-in-fact of the undersigned with respect to the undersigned's Certificate(s) with full power of substitution (such power-of-attorney being deemed to be an irrevocable power coupled with an interest), to deliver the Certificate(s), together with all accompanying evidences of transfer and authenticity, upon receipt by the Paying Agent, as the undersigned's agent, of the consideration therefor, for cancellation by the Paying Agent. All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall survive and not be affected by the death or incapacity of the undersigned.

The undersigned understands that surrender is not made in acceptable form until receipt by the Paying Agent of this Letter of Transmittal, or a facsimile hereof, duly completed and signed, together with all accompanying evidences of authority in form satisfactory to Parent and any other required documents. All questions as to validity, form and eligibility of any surrender of Certificate(s) hereunder will be determined by Parent and such determination shall be final and binding on all parties. The undersigned understands that payment for surrendered Certificate(s) will be made as promptly as practicable after surrender of Certificate(s) is made in acceptable form.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the Cash Payment in the name(s) of the Certificate Holder appearing under "Description of Shares Surrendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the Cash Payment to the address of the Certificate Holder appearing under "Description of Shares Surrendered." In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the Cash Payment in the name of, and deliver such check to the person or persons so indicated.

- ----------

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 4, 5 AND 6)

To be completed ONLY if the check for the Cash Payment is to be issued in the name of someone other than the undersigned.

Issue check to:

Name:

(Please Print)

Address:

(Include Zip Code)

(Taxpayer Identification or Social Security Number)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 4, 5 AND 6)

To be completed ONLY if the check for the Cash Payment is to be sent to someone other than the undersigned or to the undersigned at an address other than that indicated above.

Mail check and/or certificate(s) to:

Name:

(Please Print)

Address:

(Include Zip Code)

6

IMPORTANT -- SIGN HERE
(ALSO COMPLETE SUBSTITUTE FORM W-9 ON THE REVERSE)

SIGN

HERE

(Signature(s) of Shareholder(s))

Dated: , 1995

(Must be signed by Certificate Holder(s) exactly as name(s) appear(s) on the Certificate(s) or on a security position listing or by person(s) authorized to become Certificate Holder(s) by certificates and documents transmitted herewith. If any signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or another acting in a fiduciary or representative capacity, please provide the following information and see Instruction 4.)

Name(s)

(Please Print)

Capacity (Full Title)

Address

- ---
(Include Zip Code)

Area Code and Telephone No.

Taxpayer Identification or Social Security No.

(See Substitute Form W-9 on reverse side)

GUARANTEE OF SIGNATURE(S)
(IF REQUIRED--SEE INSTRUCTIONS 1 AND 4)

Authorized Signature

Name

(Please Print)

Name of Firm

Address

- ---
(Include Zip Code)

Area Code and Telephone No.

Dated: , 1995

Financial Institutions: Place
Medallion Guarantee in Space Below

INSTRUCTIONS

1. SIGNATURE GUARANTEES. All signatures on this Letter of Transmittal must be medallion guaranteed by a firm that is a member of the Medallion Signature Guarantee Program, or by any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (each of the foregoing being referred to as an "Eligible Institution"), unless (a) this Letter of Transmittal is signed by the Certificate Holder(s) of Certificates delivered herewith (which term, for purposes of this document, shall include any participant in the Depository Trust Company whose name appears on a security position listing as the owner of Certificate(s)), and such holder(s) has (have) completed neither the box entitled "Special Delivery Instructions" nor the box entitled "Special Payment Instructions" on the reverse hereof, or (b) such Certificates are delivered for the account of an Eligible Institution. See Instruction 4.

2. DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATE(S). This Letter of Transmittal (or facsimile thereof) is to be completed by Certificate Holders in accordance with the Instructions set forth herein. Certificate(s) together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), and any other documents required by this Letter of Transmittal, must be received by the Paying Agent.

THE METHOD OF DELIVERY OF CERTIFICATE(S), THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT THE ELECTION AND RISK OF THE CERTIFICATE HOLDER AND DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY PAYING AGENT. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

3. INADEQUATE SPACE. If the space provided herein is inadequate, the Certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto.

4. SIGNATURES ON LETTERS OF TRANSMITTAL; STOCK POWERS AND ENDORSEMENTS. If this Letter of Transmittal is signed by the Certificate Holder(s) of the Certificate(s) surrendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the Certificate(s) without any change

whatsoever.

If any of the Certificate(s) surrendered herewith are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If more than one Certificate is surrendered herewith and such Certificates are registered in different names, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates.

If this Letter of Transmittal or any Certificates or stock powers are signed by trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or another acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Parent of the authority of such person so to act must be submitted.

If this Letter of Transmittal is signed by the registered owner(s) of the Certificate(s) listed herein and transmitted hereby, no endorsements of Certificates or separate stock powers are required unless payment is to be made to a person other than the registered owner(s). Signatures on such Certificates and stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of Certificates listed, the Certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered owner or owners appear on the Certificates. Signatures on such Certificates and stock powers must be guaranteed by an Eligible Institution.

5. STOCK TRANSFER TAXES. EXCEPT AS PROVIDED IN THIS INSTRUCTION 5, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE CERTIFICATES LISTED IN THIS LETTER OF TRANSMITTAL. The Company will pay any stock transfer taxes with respect to Certificates surrendered pursuant to the Merger. If, however, payment of the Cash Payment is to be made to any persons other than the person in whose name the Certificate(s) are registered, the amount of any stock transfer taxes (whether imposed on

the registered owner(s) or such person) payable on account of the transfer to such person will be deducted from the payment for such Certificate(s) purchase price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

6. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If a check for Certificate(s) formerly representing Shares surrendered herewith is to be issued in the name of a person other than the signer of this Letter of Transmittal or if a check is to be sent to a person other than the signer of this Letter of Transmittal or to an address other than that shown on the reverse of this Letter of Transmittal, the appropriate boxes on the reverse of this Letter of Transmittal should be completed.

7. 31% BACKUP WITHHOLDING. Under United States federal income tax law, a Certificate Holder whose Certificate(s) are surrendered herewith is required to provide the Paying Agent with each such Certificate Holder's correct taxpayer identification number ("TIN") on Substitute Form W-9 below. If such Certificate Holder is an individual, the TIN is such Certificate Holder's social security number. If the Paying Agent is not provided with the correct TIN, the Internal Revenue Service may subject the Certificate Holder or other payee to a $50 penalty. In addition, payments that are made to such Certificate Holder or other payee with respect to Shares converted into the right to receive the Cash Payment may be subject to 31% backup withholding. If backup withholding applies, the Paying Agent is required to withhold 31% of any such payments made to the Certificate Holder or other payee. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld, provided that the required information is given to the Internal Revenue Service. If backup withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

Certain Certificate Holders (including among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, the Certificate Holder must submit a Form W-8, signed under penalties of perjury, attesting to that individual's exempt status. A Form W-8 can be obtained from the Paying Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions.

The box in Part 3 of the Substitute Form W-9 may be checked if the surrendering Certificate Holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 3 is checked, the Certificate Holder or other payee must also complete the

Certification portion of the Substitute Form W-9 in order to avoid backup withholding. Notwithstanding that the box in Part 3 is checked and the Certification portion of the Substitute Form W-9 is completed, the Paying Agent may withhold 31% on all payments made prior to the time a properly certified TIN is provided to the Paying Agent. However, such amounts will be refunded to such Certificate Holder (if withheld) if a TIN is provided to the Paying Agent within 60 days.

The Certificate Holder is required to give the Paying Agent the TIN of the record owner of the Shares or of the last transferee appearing on the transfers attached to, or endorsed on, the Shares. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer identification Number on Substitute Form W-9" for additional guidance on which number to report.

8. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Requests for additional copies of this Letter of Transmittal and the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 should be directed to the Paying Agent at its address set forth below. Questions or requests for assistance may also be directed to the Paying Agent.

9. LOST, DESTROYED OR STOLEN CERTIFICATES. If any Certificate(s) representing Shares have been lost, destroyed or stolen, the Certificate Holder(s) should promptly notify the Paying Agent in writing. The Certificate Holder(s) will then be instructed as to the steps that must be taken in order to replace the Certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed Certificate(s) have been followed. No interest will be paid on amounts due for such or any Certificate(s).

PAYER'S NAME: CONTINENTAL STOCK TRANSFER & TRUST COMPANY

SUBSTITUTE FORM W-9	Part 1 -- PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW	Social Security Number OR Employer Identification Number	
Department of the Treasury Internal Revenue Service	Part 2 -- For payees exempt from backup withholding, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 and complete as instructed therein.		
PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN)	CERTIFICATION -- UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE. SIGNATURE DATE		Part 3 Awaiting TIN / /

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF SUBSTITUTE FORM W-9

CERTIFICATION -- UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT:

(1) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service ("IRS") center or Social Security Administration office, or (b) I intend to mail or deliver an application in the near future), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

<TABLE>
<S> <C>

Signature	Date

Name

Address

(Include Zip Code)

</TABLE>

THE PAYING AGENT FOR THE MERGER IS:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By Hand, Mail or Overnight Courier:

2 Broadway
New York, New York 10004
Attention: 19th Floor

FOR INFORMATION CALL (212) 509-4000 EXT. 227

Exhibit 99.(b)(4)

AMENDMENT NO. 3 AND WAIVER NO. 2 TO
CREDIT AND GUARANTY AGREEMENT

THIS AMENDMENT NO. 3 AND WAIVER NO. 2 TO CREDIT AND GUARANTY AGREEMENT, dated as of July 21, 1995 (this "Amendment Agreement"), among E-Z SERVE CONVENIENCE STORES, INC., a Delaware corporation (the "Borrower"), E-Z SERVE CORPORATION, a Delaware corporation (the "Parent"), the Lenders (as defined below) and SOCIETE GENERALE ("SG"), as agent (in such capacity, the "Agent") for the Lenders,

W I T N E S S E T H:

WHEREAS, the Borrower, the Parent, the various financial institutions parties thereto (collectively, the "Lenders") and the Agent have heretofore entered into a certain Credit and Guaranty Agreement (the "Original Credit Agreement"), dated as of January 17, 1995, as amended by Amendment Agreement No. 1 to Credit and Guaranty Agreement (the "First Amendment"), dated as of April 27, 1995, and Amendment Agreement No. 2 and Waiver No. 1 to Credit and Guaranty Agreement (the "Second Amendment"), dated as of June 15, 1995 (the Original Credit Agreement, as amended by the First Amendment and the Second Amendment, hereinafter the "Existing Credit Agreement" and, together with this Amendment Agreement, the "Credit Agreement"); and

WHEREAS, the Parent and EZS Acquisition Corporation, a Delaware corporation and a direct wholly-owned subsidiary of the Parent ("Acquisition"), have entered into an Agreement and Plan of Merger (the "Merger Agreement"), dated as of June 15, 1995, with Sunshine-Jr. Stores, Inc., a Florida corporation ("Target"); and

WHEREAS, pursuant to the Merger Agreement, the Parent has caused Acquisition to make a tender offer (the "Tender Offer"), upon the terms and subject to the conditions of the Merger Agreement, to acquire all of the 1,701,650 outstanding shares of common stock, par value $.10 per share (the "Shares"), of Target, at a price of $12.00 per Share, net to the seller in cash; and

WHEREAS, the Parent desires, assuming consummation of the Tender Offer, to cause Acquisition to merge with and into Target, with Target being the survivor of such merger (and a direct wholly-owned Subsidiary of the Parent) in accordance with the

terms and conditions of the Merger Agreement (and in accordance with the Florida Business Corporation Act) (the "First Merger"); and

WHEREAS, concurrently with the First Merger, each then outstanding Share of the Target (other than Shares owned by the Parent or any of its Subsidiaries) shall be converted into the right to receive $12.00 per Share in cash; and

WHEREAS, the Borrower and the Parent desire to obtain (a) Tender Loan Commitments pursuant to which a Tender Loan will be made to the Borrower on the date of the consummation of the Tender Offer in an aggregate principal amount not to exceed $15,400,000, (b) First Merger Commitments pursuant to which First Merger Loans will be made to the Borrower on the date of the consummation of the First Merger (and the repayment in full of the Tender Loans) in an aggregate principal amount not to exceed $15,400,000, and (c) amendments and waivers to the Existing Credit Agreement in connection with the foregoing transactions from the Lenders, as more fully set forth herein; and

WHEREAS, the Borrower, the Parent and the Lenders desire to supersede and replace all aspects of the Second Amendment except the amendments and waivers effected by Section 2.1 thereof, the related conditions precedent set forth in Section 3.1 thereof, and Articles IV and V thereof; and

WHEREAS, the Lenders are willing to extend such Commitments and consent to such amendments, waivers and other modifications, but only upon the terms and conditions set forth below (including Article III);

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Unless otherwise defined or the context otherwise requires, terms used in this Amendment Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

ARTICLE II

AMENDMENTS AND WAIVERS TO CERTAIN PROVISIONS OF THE CREDIT AGREEMENT

SECTION 2.1. Amendments and Waivers Relating to Entry into Merger Agreement and Tender Loan Commitments. Effective on (and

subject to the occurrence of) the Section 2.1 Effective Date (as hereinafter defined), the Lenders and the Agent hereby agree that certain terms and provisions of the Existing Credit Agreement are amended and/or waived to the extent expressly set forth in this Section 2.1:

SECTION 2.1.1. Amendments to Section 1.1 of the Existing Credit Agreement (Definitions). Section 1.1 of the Existing Credit Agreement is hereby amended by (a) inserting the words "or Acquisition" after the word "Borrower" in clause (c) of the definition of Change of Control, (b) adding the words ", the Target Commitment Letter, the Target Fee Letter," after the term "the Fee Letter" appearing in the definition of Loan Documents, and (c) deleting the table appearing in clause (a) of the definition of "Capital Expenditure" in its entirety and substituting therefor the following table:

<TABLE>
<CAPTION>

"Fiscal Year	Minimum EBITDA for Capital Expenditure Level I	Minimum Fixed Charge Coverage Ratio for Capital Expenditure Level I
<S>	<C>	<C>
1995	$24,400,000	1.00:1.00
1996	29,000,000	1.05:1.00
1997	31,500,000	1.15:1.00
1998	34,000,000	1.25:1.00
1999	36,600,000	1.35:1.00
2000	39,800,000	1.40:1.00
2001	43,800,000	1.40:1.00"

</TABLE>

SECTION 2.1.2. Additional Amendments to Section 1.1 of the Credit Agreement (Definitions). Section 1.1 of the Existing Credit Agreement is also hereby amended by amending and restating each of the following definitions so they read in their entirety as follows:

"Acquisition" means EZS Acquisition Corporation, a Delaware corporation and a direct wholly-owned Subsidiary of the Parent.

"Commitment" means, as the context may require, a Lender's Revolving Loan Commitment, Term Loan Commitment, Tender Loan Commitment or Letter of Credit Commitment.

"Commitment Amount" means, as the context may require, either the Revolving Loan Commitment Amount, the Term Loan

Commitment Amount, the Tender Loan Commitment Amount or the Letter of Credit Commitment Amount.

"Loan" means, as the context may require, either a Revolving Loan, a Term Loan or a Tender Loan.

"Note" means, as the context may require, either a Revolving Note, a Term Note or a Tender Loan Note.

"Stated Maturity Date" means (a) in the case of any Term Loan, January 24, 2002, (b) in the case of any Revolving Loan, January 24, 1998 and (c) in the case of any Tender Loan, the earlier of (i) 30 days following the making of such Tender Loan and (ii) the consummation of the First Merger.

"Target" means (a) prior to the consummation of the First Merger, Sunshine-Jr. Stores, Inc., a Florida corporation ("Sunshine") and (b) from and after the consummation of the First Merger, Sunshine as the surviving corporation of the First Merger.

"Total Commitment Amount" means the sum, without duplication, of the Term Loan Commitment Amount, the Tender Loan Commitment Amount and the Revolving Loan Commitment Amount.

SECTION 2.1.3. Further Amendments to Section 1.1 of the Existing Credit Agreement (Definitions). Section 1.1 of the Existing Credit Agreement is further amended by adding the following terms and definitions:

"Borrower Contributed Amount" means the $5,000,000 in cash to be loaned by the Borrower to the Parent which, in turn, will contribute such amount to Acquisition to be used by Acquisition in connection with the purchase of Shares pursuant to the Tender Offer, such cash to be comprised of cash on hand of the Borrower and not to be obtained from any draw of Revolving Loans.

"Escrow Agreement" means the Escrow Agreement referred to in the Merger Agreement.

"First Merger" means the merger of Acquisition with and into Target in accordance with the Merger Agreement, the Offer to Purchase and the terms of this Agreement.

"Margin Stock" means the Shares and any other securities which constitute "margin stock" under the rules and regulations promulgated by the F.R.S. Board.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of June 15, 1995, among the Borrower, the Parent and the Target.

"Offer to Purchase" means Acquisition's tender offer statement on Schedule 14D-1 filed with the Securities and Exchange Commission.

"Parent Inter-Company Note" means a promissory note of the Parent payable to the Borrower, substantially in the form of Annex B to the Third Amendment, evidencing (a) in the case of the Tender Offer Closing Date, the $5,000,000 in cash loaned by the Borrower to the Parent in connection with the purchase of Shares tendered pursuant to the Tender Offer on such Date and the proceeds of the Tender Loan loaned by the Borrower to the Parent for such purposes and (b) in the case of the First Merger, a replacement promissory note evidencing the refinancing of such amounts plus the amount of any First Merger Loans made pursuant to Section 2.1.1.B hereof, in each case duly pledged to the Agent for the benefit of the Lenders pursuant to the Borrower Pledge Agreement.

"Second Amendment" means Amendment No. 2 and Waiver No. 1, dated as of June 15, 1995, to this Agreement.

"Second Merger" means the merger of the Target into the Borrower on the terms and subject to the conditions contained in the Target Commitment Letter.

"Section 2.1 Effective Date" has the meaning ascribed thereto in the Third Amendment.

"Section 2.2 Effective Date" has the meaning ascribed thereto in the Third Amendment.

"Series C Preferred Stock" means the $6.00 Convertible Preferred Stock, Series C, of the Parent, par value $.01 per share.

"Shares" means the 1,701,650 outstanding shares of common stock, par value $.10 per share, of the Target.

"Target Commitment Letter" means the Commitment Letter dated June 30, 1995 among SG, the Parent and the Borrower providing certain financing, on the terms and conditions set forth therein, with respect to the Tender Offer, the First Merger and the Second Merger, as the same may be amended or otherwise modified from time to time.

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"Target Debt Documents" means the Target Indenture and each other agreement and document relating to Indebtedness of the Target described in clause (c) of Section 7.2.2 to the extent true, correct and complete copies thereof had been furnished to the Agent by the date of the Second Amendment.

"Target Fee Letter" means the fee letter dated as of June 30, 1995 among SG, the Parent and the Borrower, relating to the Target Commitment Letter.

"Tender Commitment Termination Date" means the earliest to occur of

(a) July 24, 1995;

(b) immediately after the making of any Tender Loans; and

(c) the date on which any Commitment Termination Event occurs.

Upon the occurrence of any event described in clause (a), (b) or (c), the Tender Loan Commitment shall terminate automatically and without any further action.

"Tender Loan" is defined in Section 2.1.1A.

"Tender Loan Commitment" means, relative to any Lender, such Lender's obligation to make a Tender Loan pursuant to Section 2.1.1A.

"Tender Loan Commitment Amount" means, on any date prior to the Tender Commitment Termination Date, the lesser of (a) $15,400,000 and (b) the amount necessary, after application in full of the Borrower Contributed Amount, to make payment for all of the Shares of Target tendered pursuant to the Tender Offer, to be made in one draw on the date of the making of the Tender Loans.

"Tender Loan Note" means a promissory note of the Borrower payable to any Lender, in substantially the form of Annex A to the Third Amendment (as such promissory note may be amended, endorsed or otherwise modified from time to time), evidencing the aggregate Indebtedness of the Borrower to such Lender resulting from such Lender's Tender Loan, and also means all other promissory notes accepted from time to time in substitution therefor or renewal thereof.

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"Tender Offer" means the tender offer by Acquisition to acquire all of the outstanding Shares pursuant to the Merger Agreement.

"Tender Offer Closing Date" means the date on which Acquisition purchases at least 80% of the outstanding Shares (or, if higher, the percentage of the Shares under applicable law, the constituent documents of Target and the contractual arrangements of Target sufficient to enable Acquisition to cause the First Merger promptly to occur without the vote of any other shareholder or directors of Target) pursuant to the Tender Offer in accordance with the terms and conditions of the Merger Agreement and the Offer to Purchase.

"Tender Offer Materials" means all Schedules 14D-9, all Tender Offer Statements and all other materials filed with the Securities and

Exchange Commission in connection with the Tender Offer together with any and all amendments and other modifications thereto permitted hereunder.

"Tender Offer Statement" means the Schedule 14D-1 Tender Offer Statement (including therein, among other things, the Offer to Purchase and the Merger Agreement) with respect to the Target filed with the Securities and Exchange Commission on June 19, 1995, as amended or otherwise modified as permitted hereunder.

"Third Amendment" means Amendment No. 3 and Waiver No. 2, dated as of July 21, 1995, to this Agreement.

SECTION 2.1.4. Amendments to Article II of the Existing Credit Agreement (Commitments, Borrowing Procedures, Letters of Credit and Notes). Article II of the Existing Credit Agreement is hereby amended by adding the following new Sections 2.1.1A, 2.2.1A and 2.4A thereto:

"SECTION 2.1.1A. Tender Loan Commitment. On the Tender Offer Closing Date (but only if Tender Loans are requested to be made on, or prior to, the Tender Commitment Termination Date), each Lender agrees to make a Tender Loan (relative to such Lender, its "Tender Loan"; collectively the "Tender Loans") in a single draw to the Borrower equal to such Lender's Percentage of the aggregate amount of the Borrowing of the Tender Loans requested by the Borrower to be made on such day. The Commitment of each Lender described in this Section is herein referred to as its "Tender Loan Commitment". No amounts paid or prepaid with respect to the Tender Loans may be reborrowed.

SECTION 2.2.1A. Tender Loans. No Borrowing of Tender Loans shall be made if, after giving effect thereto, the aggregate outstanding principal amount of all the Tender Loans (a) of all the Lenders would exceed the Tender Loan Commitment Amount or (b) of any Lender would exceed such Lender's Percentage of the Tender Loan Commitment Amount.

SECTION 2.4A. Tender Loan Borrowing Procedure; No Conversion Election. By delivering a Borrowing Request for the Tender Loans to the Agent on or before 10:00 a.m. (New York City time) on a Business Day, the Borrower shall have irrevocably requested that Tender Loans comprised of a Base Rate Loan be made on such Business Day or on another Business Day within five Business Days of such Business Day. The proceeds of the Tender Loans shall be used solely for the purposes described in Section 4.10A. On the terms and subject to the conditions of this Agreement, the Borrowing of Tender Loans shall be made on the Business Day specified in such Borrowing Request. On or before 12:00 noon (New York City time) on such Business Day, each Lender shall deposit with the Agent same day funds in an amount equal to such Lender's Percentage of the requested Borrowing. Such deposit will be made to an account which the Agent shall specify by notice to the Lenders. To the extent funds are received from the Lenders, the Agent shall make such funds available to the Borrower by wire transfer to the accounts the Borrower shall have specified in its Borrowing Request. No Lender's obligation to make any Tender Loan shall be affected by any other Lender's failure to make any Tender Loan. The Tender Loans will be comprised only of a Base Rate Loan, and no conversion election as to LIBO Rate Loans shall be available with respect thereto."

SECTION 2.1.5. Amendments to Article III of the Existing Credit Agreement (Repayments, Prepayments, Interest and Fees). Article III of the Credit Agreement is hereby amended by adding the following new Sections 3.1A, 3.1.1A and 3.2.1A thereto:

"SECTION 3.1A. Repayments and Prepayments. The Borrower shall repay in full the unpaid principal amount of the Tender Loans upon the Stated Maturity Date therefor and pursuant to Section 8.2 and Section 8.3. Prior thereto, repayments and prepayments of Tender Loans shall be made as set forth in this Section 3.1.A.

SECTION 3.1.1A. Voluntary Prepayments. Prior to the Stated Maturity Date, the Borrower may, from time to time on any Business Day, make a voluntary prepayment, in whole or in part, of the outstanding principal amount of the Tender Loans; provided, however, that

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(a) all such voluntary prepayments shall require at least one but no more than five Business Days' prior written notice to the Agent; and

(b) all such voluntary partial prepayments shall be in an aggregate minimum amount of $1,000,000 and an integral multiple of $500,000.

Each prepayment of any Tender Loans made pursuant to this Section shall be without premium or penalty."

SECTION 3.2.1A. Tender Loan Rate. The Tender Loans shall accrue interest at a rate per annum equal to the sum of the SG Base Rate from time to time in effect plus 3%."

SECTION 2.1.6. Additional Amendments to Article III of the Existing Credit Agreement (Repayments, Prepayments, Interest and Fees). Article III of the Existing Credit Agreement is hereby also amended by (a) inserting the words "and the Tender Loans" after the words "Term Loans" each time such words appear in Section 3.1.2(c) of the Existing Credit Agreement, and adding the words "such mandatory prepayment amounts to be allocated ratably (in accordance with the respective outstanding principal amounts thereof) among the Term Loans and the Tender Loans" immediately prior to the semicolon appearing at the end of such Section 3.1.2(c) and (b) inserting the words "and the Tender Fee Letter" after the words "Fee Letter" appearing in Section 3.3.3 thereof.

SECTION 2.1.7. Amendment to Article IV of the Existing Credit Agreement (Certain LIBO Rate and Other Provisions). The Existing Credit Agreement is hereby amended by adding the following new Section 4.10A thereto:

"4.10A. Use of Proceeds. The Borrower shall apply the proceeds of the Tender Loans solely as follows: the proceeds of the Tender Loans (together with the Borrower Contributed Amount) will be loaned by the Borrower to the Parent under the Parent Inter-Company Note, and the Parent, in turn, will contribute such proceeds to the capital of Acquisition to enable Acquisition to pay for the purchase of Shares (with the Borrower Contributed Amount being applied in full first) tendered pursuant to the Tender Offer supported by the management and approved by the Board of Directors of Target, at a purchase price equal to $12.00 per Share. It is understood and agreed that the Borrower will provide up to an additional $1,500,000 from cash on hand (and not from a draw of a Revolving Loan) to pay fees and expenses that will be payable in connection with the Tender Offer."

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SECTION 2.1.8. Amendments to Article VI of the Existing Credit Agreement (Representations and Warranties). Article VI of the Existing Credit Agreement is hereby amended by adding the following new Section 6.22 thereto:

"6.22 Certain Representations and Warranties Relating to the Tender Offer.

(a) The Parent directly owns free and clear of all Liens (other than any Lien pursuant to the Parent Pledge Agreement), 100% of the outstanding shares of stock (voting and non-voting) of Acquisition on a fully diluted basis.

(b) Acquisition is a newly formed shell corporation which has no assets or liabilities, and which has not engaged in any business activity whatsoever, except in connection with the Tender Offer, the Offer to Purchase, the Merger Agreement, this Agreement and any other Loan Document. Acquisition has no Subsidiaries, except that, from and after the date of consummation of the Tender Offer, Acquisition shall own at least 80% of the Shares of Target, free and clear of all Liens. Upon Acquisition's acquisition of at least 80% of the Shares of Target, Acquisition shall own and control Shares possessing sufficient voting power to permit Acquisition to cause the First Merger to be consummated without the need of the affirmative vote of any other shareholder of the Target nor any action by the Board of Directors of the Target (other than the vote previously taken by the Board of

Directors of the Target on June 15, 1995), and the Target shall be a Subsidiary of the Parent for all purposes of this Agreement and the other Loan Documents.

(c) The Tender Offer Materials, as of their respective dates and as amended, supplemented or otherwise modified to the date hereof (as so amended, supplemented or otherwise modified, the "Information"), do not when taken as a whole contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect and, to the best knowledge of the Borrower and the Parent, all other materials furnished to the Agent in connection with the Tender Offer, the First Merger and the transactions contemplated hereby, as of the respective dates of such materials, do not, in the aggregate, constitute untrue statements of material facts or omit to state material facts necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect.

(d) There is no fact known to the Borrower or the Parent related to the Target, the Tender Offer or the First Merger which the Borrower or the Parent has not disclosed to the Lenders in the Information (other than facts related to general economic conditions) which materially adversely affects or, insofar as the Borrower or the Parent can reasonably foresee, will materially adversely affect, the financial condition, operations, assets, business, properties, revenues or prospects of the Target or the ability or prospective ability of the Borrower or the Parent or Acquisition or the Target to perform their respective or prospective obligations under this Agreement, the Notes, all other Loan Documents, the Merger Agreement, or any document as contemplated herein or therein.

(e) The Parent has heretofore delivered true and complete copies to the Agent of each Target Debt Document, the Merger Agreement, the Offer to Purchase and the other Tender Offer Materials, none of which have been amended, waived, supplemented or otherwise modified, other than the amendment pursuant to which the "fairness" opinion was amended to be addressed to shareholders of the Target (and pursuant to which no other amendments were made) and the amendment to the Tender Offer Statement on Schedule 14d-1 required in accordance with instruction D to Rule 14d-100 promulgated under the Securities Exchange Act of 1934, as amended (and pursuant to which no other amendments were made). There are no existing options, warrants, calls, subscriptions or other rights or other agreements or commitments of any character (including, without limitation, any agreement in respect of a "poison pill") relating to the issued or unissued capital stock of the Target, to which the Target is a party or by which it may be bound or obligating the Target to issue, transfer or sell or cause to be issued, transferred or sold any shares of capital stock, or other equity interests or obligating the Target to grant, extend or enter into any such option, warrant, call, subscription or other right, agreement or commitment. There are no outstanding contractual obligations of the Target to repurchase, redeem or otherwise acquire any shares of capital stock of the Target.

(f) All representations and warranties by the Parent and Acquisition under the Merger Agreement are true and correct in all material respects as of the Section 2.1 Effective Date (as defined in the Third Amendment) and the Section 2.2 Effective Date (as defined in the Third Amendment) as if made on each such date (unless stated to relate solely to an earlier date) and, to the best knowledge of the Parent and its Subsidiaries, all representations and warranties by the Target under the Merger Agreement are true and correct in

all material respects as of the Section 2.1 Effective Date (as defined in the Third Amendment) and the Section 2.2 Effective Date (as defined in the Third Amendment) as if made on each such date (unless stated to relate solely to an earlier date).

(g) There has been no material adverse change in the financial condition, operations, assets, business, properties, revenues or prospects of

(i) Acquisition since its date of incorporation; or

(ii) to the best of the knowledge of the Parent, the Target since the date of its most recent financial statements delivered to the Agent.

(h) There is no pending or, to the Parent's or the Borrower's knowledge, threatened

(i) litigation, arbitration or governmental investigation or proceeding relating to the Tender Offer, the Offer to Purchase, the First Merger or the Merger Agreement or

(ii) to the best of the knowledge of the Parent, material litigation, arbitration, or governmental investigation or proceeding against the Target or to which any properties, assets or revenues of the Target is subject, except as disclosed in the Merger Agreement.

As of the time of the making of the Tender Loans and the First Merger Loans, no injunction or other restraining order has been issued, no hearing to cause an injunction or other restraining order to be issued is pending or noticed and, except for the litigation disclosed in Annex I to the Bracewell & Patterson, L.L.P. legal opinion, dated the date hereof, no complaint has been filed with respect to any action, suit or proceeding seeking to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the Tender Offer, the First Merger, this Agreement, the Merger Agreement or the making of Loans hereunder.

(i) The Tender Offer and the Merger Agreement comply with all applicable laws, rules and regulations, including the federal securities laws and the Florida Business Corporation Act, and all legal requirements have been satisfied so that the First Merger may be completed within 7 Business Days after the Tender Offer Closing Date and that holders of

Shares not tendered pursuant to the Tender Offer shall have no rights except to receive $12.00 per Share in cash.

(j) To the Parent's best knowledge, the audited balance sheet, statement of operations and statement of cash flows for the Target for the fiscal year ending December 29, 1994, and the unaudited balance sheet, statement of operations and statement of cash flows for the Target for the fiscal quarter ending March 30, 1995, present fairly the financial condition of the Target as at the dates thereof and the results of its operations for the periods then ended."

Article VI of the Existing Credit Agreement is also amended by (a) deleting the words "Time Saver and" appearing in the second sentence thereof, (b) inserting the words "except the Target" at the end of Section 6.8 thereof and (c) inserting the words "Except in the case of the Tender Loans for purposes of financing the purchase of Shares pursuant to the Tender Offer," at the beginning of the second sentence of Section 6.19 thereof, and by adding the following sentence immediately after such second sentence of Section 6.19: "No use of any proceeds of any Loan (including any Tender Loan) made hereunder will violate, or be inconsistent with, F.R.S. Board Regulation G, T, U or X."

SECTION 2.1.9. Amendment to Section 7.1.1 of the Existing Credit Agreement (Financial Information, Reports, Notices, Etc.). Section 7.1.1 of the Existing Credit Agreement is hereby amended by including within each covenant contained therein (other than Section 7.1.1(d) thereof) an appropriate reference to the Target so that such reporting requirements shall apply to the Target as well as the Parent and the Borrower.

SECTION 2.1.10. Amendment to Section 7.1.3 of the Existing Credit Agreement (Maintenance of Properties). Section 7.1.3 of the Existing Credit Agreement is hereby amended by replacing the table appearing in such Section with the following:
<TABLE>
<CAPTION>

"Fiscal Year	Capital Expenditures
<S>	<C>
1995	$8,400,000
1996	$6,700,000
1997	$6,700,000
1998	$6,700,000
1999	$4,400,000
2000	$4,500,000
2001	$4,600,000"

</TABLE>

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SECTION 2.1.11. Limited Waiver Regarding Section 7.1.4 of the Credit Agreement (Insurance). Compliance by the Parent and the Target with the provisions contained in Sections 7.1.4(b) and (d) of the Credit Agreement relating to (a) the Agent being named a loss payee under a lenders loss payable clause contained in any insurance policy maintained by the Target, (b) the Agent being named an additional insured under any such insurance policy or (c) the Term Loans or Tender Loans being prepaid with insurance proceeds payable to the Target is waived to the extent and for so long as (and only to the extent and for so long as) a Target Debt Document would be contravened or a default thereunder would arise as a result of complying with such provisions.

SECTION 2.1.12. Limited Waiver Regarding Section 7.1.9(c) of the Credit Agreement (Intellectual Property Collateral). Compliance by the Parent and the Target with the provisions contained in Section 7.1.9(c) of the Credit Agreement, insofar as such provisions relate to assets or rights of the Target, is waived to the extent and for so long as (and only to the extent and for so long as) a Target Debt Document would be contravened or a default thereunder would arise as a result of complying with such provisions.

SECTION 2.1.13. Limited Waiver Regarding Section 7.1.10 of the Credit Agreement (Future Subsidiaries). Compliance by the Parent and the Target with the provisions contained in Section 7.1.10 of the Credit Agreement, insofar as the Target is concerned, is waived to the extent and for so long as (and only to the extent and for so long as) a Target Debt Document would be contravened or a default thereunder would arise as a result of complying with such provisions.

SECTION 2.1.14. Limited Waiver Regarding Section 7.1.11 of the Credit Agreement (Springing Liens). Compliance by the Parent and the Target with the provisions contained in Section 7.1.11 of the Credit Agreement, insofar as such provisions relate to the granting by the Target of Liens on its assets, is waived to the extent and for so long as (and only to the extent and for so long as) a Target Debt Document would be contravened or a default thereunder would arise as a result of complying with such provisions.

SECTION 2.1.15. Amendment to Section 7.1.12 of the Existing Credit Agreement (Gasoline Purchases). Section 7.1.12 of the Existing Credit Agreement is hereby amended by adding the words, ", the Target" after the word "Borrower" appearing therein.

SECTION 2.1.16. Additional Amendments to Article VII of the Existing Credit Agreement (Covenants). Article VII of the Existing Credit Agreement is hereby also amended by adding the following new Sections 7.1.16, 7.1.17 and 7.1.18 thereto:

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"SECTION 7.1.16. First Merger. The Parent shall cause Acquisition to be merged with and into the Target within 5 Business Days after the Tender Offer Closing Date, with the Target being the surviving corporation of such merger as a direct wholly-owned Subsidiary of the Parent.

SECTION 7.1.17. Merger of the Target and the Borrower. Each of the Parent and the Borrower agrees to cause the corporation which survives the First Merger to be merged with and into the Borrower, with the Borrower being the surviving corporation (the "Second Merger"), in a manner reasonably satisfactory to the Agent (including as to delivery to the Agent of the certificates, opinions and other

documents referred to in Section 7.1.8, mutatis mutandis), and all Target Debt Documents to be terminated and all related restrictions and Liens to be fully released, as soon as practicable following the obtaining of the favorable ruling of the U.S. Bankruptcy Court administering the Target's Plan of Reorganization as specified in Section 7.1.15 hereof, and the obtaining, to the extent required by applicable law, of all or substantially all Beverage Licenses necessary to permit, at the convenience stores owned or operated by the Target, the sale and distribution of the alcoholic beverages sold or distributed at such convenience stores as of the Section 2.1 Effective Date, including all consents and approvals, if any, necessary to take into account effectuation of the Second Merger.

SECTION 7.1.18 Acquisition. Until consummation of the First Merger, Acquisition shall remain a holding company, engaging in no business activities of any nature whatsoever, except for the purchase and holding of Shares, subject to Acquisition's right to dispose of the same in accordance with Section 7.2.11 hereof, and the conduct of activities directly related to the Tender Offer, the Merger Agreement and this Agreement".

SECTION 2.1.17. Amendment to Section 7.2.2 of the Existing Credit Agreement (Indebtedness). Clause (c) of Section 7.2.2 of the Existing Credit Agreement is hereby amended by adding the following phrase at the end thereof: "and Indebtedness of the Target existing as of the Tender Offer Closing Date which is identified in Item 7.2.2(c)(Supp) ("Ongoing Target Indebtedness") of the Disclosure Schedule".

SECTION 2.1.18. Amendment to Section 7.2.3 of the Existing Credit Agreement (Liens). Clause (b) of Section 7.2.3 of the Existing Credit Agreement is hereby amended by adding the following phrase at the end thereof: "or Item 7.2.2(c)(Supp)

("Ongoing Target Indebtedness") of the Disclosure Schedule", and Section 7.2.3 of the Existing Credit Agreement is hereby further amended by adding the following proviso at the end thereof: "provided, however, that, prior to the date of consummation of the First Merger, none of the foregoing provisions of this Section 7.2.3 shall prevent Acquisition from subjecting any Margin Stock to a Lien so long as Acquisition receives fair value in cash therefor and maintains such proceeds in cash or Cash Equivalent Investments".

SECTION 2.1.19. Amendments to Section 7.2.4 of the Existing Credit Agreement (Financial Condition). Clauses (b) and (d) of Section 7.2.4 of the Existing Credit Agreement are hereby amended in their entirety by substituting the following therefor:

"(b) the Fixed Charge Coverage Ratio, as of the last day of each Fiscal Quarter set forth below, to be less than the ratio set forth opposite such Fiscal Quarter:

<TABLE>
<CAPTION>

Fiscal Quarter	Minimum Fixed Charge Coverage Ratio
<S>	<C>
The second Fiscal Quarter of the 1995 Fiscal Year	1.00:1.00
The third Fiscal Quarter of the 1995 Fiscal Year	1.00:1.00
The fourth Fiscal Quarter of the 1995 Fiscal Year	1.00:1.00
The first Fiscal Quarter of the 1996 Fiscal Year	0.90:1.00
The second and third Fiscal Quarters of the 1996 Fiscal Year	1.00:1.00
The fourth Fiscal Quarter of the 1996 Fiscal Year	1.05:1.00

The first two Fiscal Quarters of the 1997 Fiscal Year	1.10:1.00
The third and fourth Fiscal Quarters of the 1997 Fiscal Year	1.15:1.00

</TABLE>

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<TABLE>
<CAPTION>

Fiscal Quarter	Minimum Fixed Charge Coverage Ratio
<S>	<C>
The first Fiscal Quarter of the 1998 Fiscal Year	1.15:1.00
The second and third Fiscal Quarters of the 1998 Fiscal Year	1.20:1.00
The fourth Fiscal Quarter of the 1998 Fiscal Year	1.25:1.00
The first Fiscal Quarter of the 1999 Fiscal Year	1.25:1.00
The second and third Fiscal Quarters of the 1999 Fiscal Year	1.30:1.00
The fourth Fiscal Quarter of the 1999 Fiscal Year	1.35:1.00
The first Fiscal Quarter of the 2000 Fiscal Year	1.35:1.00
The second Fiscal Quarter of the 2000 Fiscal Year and thereafter	1.40:1.00

</TABLE>

(d) the Funded Debt to EBITDA Ratio, as of the last day of each Fiscal Quarter set forth below, to be greater than the ratio set forth opposite such Fiscal Quarter:

<TABLE>
<CAPTION>

Fiscal Quarter	Maximum Funded Debt to EBITDA Ratio
<S>	<C>
The second Fiscal Quarter of the 1995 Fiscal Year	6.00:1.00
The third Fiscal Quarter of the 1995 Fiscal Year	3.50:1.00
The fourth Fiscal Quarter of the 1995 Fiscal Year	3.00:1.00
Each Fiscal Quarter of the 1996 Fiscal Year	2.75:1.00
Each Fiscal Quarter of the 1997 Fiscal Year	2.25:1.00

</TABLE>

<TABLE>
<CAPTION>

Fiscal Quarter	Maximum Funded Debt to EBITDA Ratio
<S>	<C>
Each Fiscal Quarter of the 1998 Fiscal Year and thereafter"	2.00:1.00

</TABLE>

SECTION 2.1.20. Additional Amendments to Section 7.2.4 of the Existing Credit Agreement (Financial Condition). Section 7.2.4 of the Existing Credit Agreement is hereby also amended by adding a new Section 7.2.4A at the end thereof, such new Section to read as follows:

"SECTION 7.2.4A Financial Condition. The Parent will not permit:

(a) the Target Interest Coverage Ratio (as defined below), as of the last day of each Target Fiscal Year, to be less than 3.0:1.0.

(b) the Target Fixed Charge Coverage Ratio (as defined below), as of the last day of each Target Fiscal Year, to be less than 1.0:1.0.

(c) the Target Funded Debt to EBITDA Ratio (as defined below), as of the last day of each Target Fiscal Year set forth below, to be greater than the ratio set forth opposite such Target Fiscal Year:

<TABLE>
<CAPTION>

Year	Maximum Funded Debt to EBITDA Coverage Ratio
<S>	<C>
1995	3.6 : 1.0
1996	2.5 : 1.0
1997	2.0 : 1.0
1998 and thereafter	1.5 : 1.0

</TABLE>

(d) the Target to make or, without duplication, commit to make Capital Expenditures in any Fiscal Year, except Capital Expenditures which do not aggregate in any Target Fiscal Year in excess of the amount set forth below opposite such Target Fiscal Year:

<TABLE>
<CAPTION>

Target Fiscal Year	Amount
<S>	<C>
1995	$3,000,000
1996	$5,100,000

</TABLE>

<TABLE>

<S>	<C>
1997	$2,200,000
1998	$2,200,000
1999	$1,800,000
2000	$ 600,000
2001	$ 700,000
2002	$2,000,000

</TABLE>

(e) For the purposes of this Section 7.2.4A, the following terms have the following meanings:

"Target EBIT" means, for any period, the sum, without duplication, of

(a) Target Net Income for such period;

plus

(b) the amounts deducted, in determining Target Net Income for such period, for

(i) all income taxes paid by, or accrued to be paid by, the Target during such period in respect of such period (assuming utilization of all available Target Net Operating Losses to the extent permitted by the Code),

plus

(ii) Target Interest Expense for such period.

"Target EBITDA" means, for any period, the sum, without duplication, for such period, of

(a) Target EBIT;

plus

(b) the amount deducted, in determining Target Net Income for such period, for amortization and depreciation of assets of the Target during such period.

"Target Fiscal Quarter" means the three consecutive month period ending on the last Thursday of every third month from and after the beginning of a Target Fiscal Year, provided that upon written notice from the Parent to the Agent, Target Fiscal Quarters may be the same as the Parent's Fiscal Quarters.

"Target Fiscal Year" means any period of twelve consecutive months ending on the last Thursday of each December, provided that upon written notice from the Parent to the Agent the Target Fiscal Year may be the same as the Parent's Fiscal Year. References to a Target Fiscal Year with a number corresponding to any calendar year (e.g. "Target Fiscal Year 1995") refer to the Target Fiscal Year ending during such calendar year.

"Target Rolling Period" means, as of any date of calculation, the immediately preceding four full Target Fiscal Quarters.

"Target Fixed Charge Coverage Ratio" means, as of the last day of any Target Fiscal Quarter, the ratio of:

(a) Target EBITDA for the Target Rolling Period ending on such day minus all Capital Expenditures of Target incurred or committed to be incurred during such Target -Rolling Period;

to

(b) the sum of

(i) Target Interest Expense for such Target Rolling Period;

plus

(ii) all scheduled repayments of Target Funded Debt during such Target Rolling Period;

plus

(iii) all income taxes paid by Target

during such Target Rolling Period in respect of such Target Rolling Period (assuming utilization of all available Target Net Operating Losses (to the extent permitted by the Code)).

"Target Funded Debt" means, as of any date of determination, any Indebtedness of the Target of a type described in clause (a), (b) (to the extent actually drawn) or (c) of the definition of Indebtedness, or any Contingent Liability of the

Target in respect of any such type of Indebtedness, which

(a) matures more than one year from such date of determination;

(b) matures within one year from such date of determination but is renewable or extendible, at the option of the Target to a date more than one year from such date; or

(c) arises under a revolving credit or similar agreement which obligates the lender or lenders thereof to extend such Indebtedness during a period of more than one year from such date.

"Target Funded Debt to EBITDA Ratio" means, as of the last day of any Target Rolling Period, the ratio of:

(a) Target Funded Debt as at the last day of such Target Rolling Period;

to

(b) Target EBITDA for such Target Rolling Period.

"Target Interest Coverage Ratio" means, as of the last day of any Target Fiscal Quarter, the ratio of:

(a) Target EBITDA for the Target Rolling Period ending on such day,

to

(b) Target Interest Expense for such Target Rolling Period.

"Target Interest Expense" means, for any period, the aggregate consolidated interest expense of the Target for such period, as determined in accordance with GAAP, including, without duplication, net obligations of the Target (including fees) in respect of Rate Protection Agreements and the portion of any Capitalized Lease Liabilities of the Target allocable to interest expense, in each case paid or payable during such period.

"Target Net Income" means, for any period, all amounts (exclusive of all amounts in respect of any extraordinary gains or losses) which, in accordance with GAAP, would be included as net income on the statements of income of the Target for such period.

"Target Net Operating Loss" means all net operating losses incurred by the Target, as shown on any federal tax return (as amended or otherwise modified) filed or to be filed by the Target.

SECTION 2.1.21. Limited Waiver Regarding Sections 7.2.5 and 7.2.7 of the Credit Agreement (Investments; Capital Expenditures). Compliance by Acquisition with the provisions contained in Sections 7.2.5 and 7.2.7 of the Credit Agreement is waived to the extent (and only to the extent) necessary to permit Acquisition to purchase Shares pursuant to the Tender Offer (including not applying the purchase price of such Shares against the Capital Expenditure Levels relating to such Section 7.2.7).

SECTION 2.1.22. Limited Waiver Regarding Sections 7.2.5 and 7.2.6(a) of the Credit Agreement (Investments; Restricted Payments). Compliance by the Borrower with the provisions contained in Sections 7.2.5 and 7.2.6(a) of the Credit Agreement is waived to the extent (and only to the extent) necessary to permit the Borrower to lend in cash to the Parent (a) the maximum amount of the $2,500,000 escrow established pursuant to the Escrow Agreement which may be released in accordance with the terms of the Escrow Agreement and (b) an amount not exceeding $5,000,000 less the amount lent pursuant to the immediately preceding clause (a) (unless otherwise required to be distributed pursuant to the terms of the Escrow Agreement); provided, however, that such amounts are immediately contributed by the Parent to Acquisition as a capital contribution and used by Acquisition solely to purchase Shares pursuant to the Tender Offer.

SECTION 2.1.23. Amendment to Section 7.2.6(b) of the Existing Credit Agreement (Restricted Payments). Clause (i) of Section 7.2.6(b) of the Existing Credit Agreement is hereby amended by adding at the end thereof the following proviso: "provided, however, that the Parent may, with respect to any shares of Series C Preferred Stock, declare and pay dividends thereon in the form of additional shares of Series C Preferred Stock, in accordance with the terms of such Series C Preferred Stock as in effect on the date of the Third Amendment".

SECTION 2.1.24. Amendment to Section 7.2.7 of the Existing Credit Agreement (Capital Expenditures). Section 7.2.7 of the

Existing Credit Agreement is hereby amended by deleting the table appearing in clause (a) thereto and substituting therefor the following table:

<TABLE>
<CAPTION>

"Fiscal Year	Capital Expenditure Level I	Capital Expenditure Level II	Capital Expenditure Level III	Capital Expenditure Level IV
<S>	<C>	<C>	<C>	<C>
1995	$17,500,000	$14,000,000	$10,500,000	$8,400,000
1996	13,500,000	10,800,000	8,100,000	6,700,000
1997	12,000,000	9,600,000	7,200,000	6,700,000
1998	11,000,000	8,800,000	6,700,000	6,700,000
1999	10,900,000	8,700,000	6,500,000	4,400,000
2000	13,400,000	10,700,000	8,000,000	4,500,000
2001	15,800,000	12,600,000	9,500,000	4,600,000"

</TABLE>

SECTION 2.1.25. Limited Waiver of Section 7.2.10 (Consolidation, Merger, etc.). Compliance by Acquisition with the provisions contained in Section 7.2.10 of the Credit Agreement is waived to the extent (and only to the extent) necessary to permit Acquisition to consummate the Tender Offer and the First Merger on the terms of the Merger Agreement and as provided in this Agreement.

SECTION 2.1.26. Amendment to Section 7.2.11 of the Existing Credit Agreement (Asset Dispositions, etc.). Section 7.2.11 of the Existing Credit Agreement is hereby amended by adding at the end thereof the following proviso: "provided, however, that notwithstanding the foregoing, prior to the date of consummation of the First Merger, nothing contained in this Section 7.2.11 shall restrict the ability of Acquisition to sell or otherwise dispose of any Margin Stock, so long as Acquisition receives fair value in cash therefor and maintains such proceeds in cash or Cash Equivalent Investments."

SECTION 2.1.27. Amendment to Section 7.2.12 of the Existing Credit Agreement (Modification of Certain Agreements). Section 7.2.12 of the Existing Credit Agreement is hereby amended by adding after the words "Merger Certificate" the phrase ", the Merger Agreement, the Offer to Purchase, any other Tender Offer Material or any Organic Document of any Obligor".

SECTION 2.1.28. Amendment to Section 7.2.14 of the Existing Credit

Agreement (Negative Pledges; Restrictive Agreements). Clause (b) of Section 7.2.14 of the Existing Credit Agreement is hereby amended by deleting the initial reference therein to "Borrower" and substituting therefor a reference to "Parent".

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SECTION 2.1.29. Limited Waiver Regarding Section 7.2.14 of the Credit Agreement (Negative Pledges; Restrictive Agreements). Compliance by the Parent and the Target with the provisions contained in clause (a) of Section 7.2.14 of the Credit Agreement, insofar as such provisions relate to properties, revenues or assets of the Target, is waived to the extent and for so long as (and only to the extent and for so long as) a Target Debt Document would be contravened or a default thereunder would arise as a result of complying with such provisions.

SECTION 2.1.30. Amendment to Article VIII of the Existing Credit Agreement (Events of Default). Article VIII of the Existing Credit Agreement is hereby amended by (a) adding the words ", Section 7.1.15, Section 7.1.16, Section 7.1.17, Section 7.1.18, Section 7.2.4A" after the words "Section 7.1.13" appearing in Section 8.1.3 thereof, (b) adding the words "or by the Target under the Merger Agreement" after the words "Purchase Agreement" appearing in the second sentence of Section 8.1.2 thereof, and (c) adding the words "provided, however, that, prior to the date of consummation of the First Merger, the foregoing shall not apply to any defaults in any provisions of any such Indebtedness that restrict the pledge or sale or other disposition of any Margin Stock" at the end of Section 8.1.5 thereof.

SECTION 2.1.31. Amendment to Section 10.1 of the Existing Credit Agreement (Actions). Section 10.1 of the Existing Credit Agreement is hereby amended by adding the words "of the Total Commitment Amount" after the word "Percentage" appearing therein.

SECTION 2.1.32. Amendment to Schedule II to Existing Credit Agreement. Schedule II to the Existing Credit Agreement is hereby amended in its entirety to read as set forth on Annex I hereto.

SECTION 2.1.33. Amendment to Schedule III to Credit Agreement. Schedule III to the Existing Credit Agreement is hereby amended in its entirety to read as set forth on Annex III hereto.

SECTION 2.1.34. Amendment to Disclosure Schedule of Existing Credit Agreement. Item 6.9 ("Ownership of Properties"), Item 6.12 ("Environmental Matters") and Item 7.2.2(c) ("Ongoing Indebtedness") of the Disclosure Schedule are supplemented by the items set forth in Annex V hereto.

SECTION 2.1.35. Second Amendment. Except for the amendments effected by Section 2.1 thereof, the related conditions precedent in Section 3.1 thereof and the provisions of Articles IV and V thereof, all provisions of the Second Amendment are replaced and superseded by this Amendment Agreement.

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SECTION 2.2. Amendments and Waivers Relating to First Merger and First Merger Commitment. Effective on (and subject to the occurrence of) the Section 2.2 Effective Date (as hereinafter defined), the Lenders and the Agent hereby agree that certain terms and provisions of the Credit Agreement are amended and/or waived to the extent expressly set forth in this Section 2.2:

SECTION 2.2.1. Amendments to Section 1.1 of the Credit Agreement (Definitions). Section 1.1 of the Credit Agreement is hereby amended by (a) substituting the words "or the Target" for the words "or Acquisition," appearing in clause (c) of the definition of Change of Control and (b) "amending and restating each of the following definitions so they read in their entirety as follows:

"Commitment" means, as the context may require, a Lender's Revolving Loan Commitment, Term Loan Commitment, the First Merger Commitment or Letter of Credit Commitment.

"Commitment Amount" means, as the context may require, either the Revolving Loan Commitment Amount, the Term Loan Commitment Amount, the First Merger Commitment Amount or the Letter of Credit Commitment

Amount.

"Loan" means, as the context may require, either a Revolving Loan, a Term Loan or a First Merger Loan.

"Note" means, as the context may require, either a Revolving Note, a Term Note or a First Merger Note.

"Stated Maturity Date" means (a) in the case of any Term Loan, January 24, 2002, (b) in the case of any Revolving Loan, January 24, 1998 and (c) in the case of any First Merger Loan, the earlier of (i) the Second Merger Date and (ii) July 23, 1996, provided, however, that if the Second Merger Date has not occurred by July 23, 1996, the First Merger Loan shall amortize as set forth on Annex IV to the Third Amendment, and, if the Parent and its Subsidiaries (excluding the Target) shall not have achieved an EBITDA for the 12 month period ending June 30, 1996 of $20.9 million and the Second Merger Date shall not have occurred by such July 23, 1996 date, the Borrower shall pay a restructuring fee of $604,000 on July 23, 1996 to the Agent for the pro rata account of the Lenders.

"Total Commitment Amount" means the sum, without duplication, of the Term Loan Commitment Amount, the First Merger Commitment Amount and the Revolving Loan Commitment Amount.

SECTION 2.2.2. Additional Amendments to Section 1.1 of the Credit Agreement (Definitions). Section 1.1 of the Credit Agreement is hereby further amended by adding the following terms and definitions:

"Bankruptcy Motion" is defined in Section 2.4B.

"First Merger Commitment" means, relative to any Lender, such Lender's obligation to make the First Merger Loan pursuant to Section 2.1.1B.

"First Merger Commitment Amount" means, on any date prior to the First Merger Commitment Termination Date, $15,400,000.

"First Merger Commitment Termination Date" means the earliest to occur of

(a) 30 days after the Tender Offer Closing Date;

(b) immediately after the making of the First Merger Loan; and

(c) the date on which any Commitment Termination Event occurs.

Upon the occurrence of any event described in clause (a), (b) or (c), the First Merger Commitments shall terminate automatically and without any further action.

"First Merger Loan" is defined in Section 2.1.1B.

"First Merger Note" means a promissory note of the Borrower payable to any Lender, in substantially the form of Annex C to the Third Amendment (as such promissory note may be amended, endorsed or otherwise modified from time to time), evidencing the aggregate Indebtedness of the Borrower to such Lender resulting from the First Merger Loan, and also means all other promissory notes accepted from time to time in substitution therefor or renewal thereof.

"Second Merger" means the merger of the Target with and into the Borrower, with the Borrower being the survivor of such merger.

"Second Merger Date" means the date on which the Second Merger is consummated.

SECTION 2.2.3. Amendments to Article II of the Existing Credit Agreement (Commitments, Borrowing Procedures, Letters of Credit and Notes). Article II of the Existing Credit Agreement

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is hereby amended by adding the following new Sections 2.1.1B, 2.2.1B and 2.4B thereto:

"SECTION 2.1.1B. First Merger Commitment. On the Business Day the First Merger is consummated (but only if First Merger Loans are requested to be made on, or prior to, the First Merger Commitment Termination Date), each Lender agrees to make a Loan (relative to such Lender, its "First Merger Loan"; collectively the "First Merger Loans") in a single draw to the Borrower equal to such Lender's Percentage of the aggregate amount of the Borrowing of the First Merger Loans requested by the Borrower to be made on such day. The Commitment of each Lender described in this Section is herein referred to as its "First Merger Loan Commitment". No amounts paid or prepaid with respect to the First Merger Loans may be reborrowed.

SECTION 2.2.1B. First Merger Loans. No Borrowing of First Merger Loans shall be made if, after giving effect thereto, the aggregate outstanding principal amount of all First Merger Loans (a) of all Lenders would exceed the First Merger Commitment Amount or (b) of any Lender would exceed such Lender's Percentage of the First Merger Commitment Amount.

SECTION 2.4B. Borrowing Procedure. By delivering a Borrowing Request for the First Merger Loans to the Agent on or before 10:00 a.m. (New York City time) on a Business Day, the Borrower shall have irrevocably requested that First Merger Loans comprised of a Base Rate Loan be made on such Business Day or on another Business Day within five Business Days of such Business Day. The proceeds of the First Merger Loan shall be used solely for the purposes described in Section 4.10B. On the terms and subject to the conditions of this Agreement, the Borrowing of First Merger Loans shall be made on the Business Day specified in such Borrowing Request. On or before 12:00 noon (New York City time) on such Business Day, each Lender shall deposit with the Agent same day funds in an amount equal to such Lender's Percentage of the requested Borrowing. Such deposit will be made to an account which the Agent shall specify by notice to the Lenders. To the extent funds are received from the Lenders, the Agent shall make such funds available to the Borrower by wire transfer to the accounts the Borrower shall have specified in its Borrowing Request. No Lender's obligation to make any First Merger Loan shall be affected by any other Lender's failure to make any First Merger Loan. The First Merger Loans shall be comprised initially only of a Base Rate Loan, and through the date that an appropriate motion is duly filed with the U.S. Bankruptcy Court administering the Target's Plan of Reorganization (the

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"Bankruptcy Motion") with respect to the final resolution of all outstanding Class 7 Creditors of Target holding unresolved Class 7 Claims (as such terms are defined in such Plan of Reorganization), only a Base Rate Loan will be available. Thereafter, conversion and continuation elections with respect to LIBO Rate Loans shall be available as set forth below in this Agreement, except that Interest Periods of only one month each shall be available."

SECTION 2.2.4. Amendments to Article III of the Credit Agreement (Mandatory Prepayments). Article III of the Credit Agreement is hereby amended by (a) substituting the words "the First Merger Loans" for the words "the Tender Loans" in each place where such words appear in Section 3.1.2(c) of the Credit Agreement and (b) adding the following proviso at the end of such clause (b) of Section 3.1.2 thereof:

"provided, however, that if the Second Merger has not been consummated by July 23, 1996, the First Merger Loans shall amortize as set forth on Annex IV to the Third Amendment,"

SECTION 2.2.5. Additional Amendments to Article III of the Credit Agreement (Repayments, Prepayments, Interest and Fees). Article III of the Credit Agreement is hereby also amended by adding the following new Sections 3.1B, 3.1.1B and 3.2.1B thereto:

"SECTION 3.1B. Repayments and Prepayments. The Borrower shall repay in full the unpaid principal amount of the First Merger Loans upon the Stated Maturity Date therefor and pursuant to Section 8.2 and Section 8.3. Prior thereto, repayments and prepayments of First Merger Loans shall be made as set forth in this Section 3.1B.

SECTION 3.1.1B. Voluntary Prepayments. Prior to the Stated Maturity Date, the Borrower may, from time to time on any Business Day, make a voluntary prepayment, in whole or in part, of the outstanding principal amount of the First Merger Loans; provided, however, that

(a) any such prepayments shall be made pro rata among the First Merger Loans of the same type and, if applicable, having the same Interest Period of all the Lenders;

(b) all such voluntary prepayments shall require at least one but no more than five Business Days' prior written notice to the Agent; and

(c) all such voluntary partial prepayments shall be in an aggregate minimum amount of $1,000,000 and an integral multiple of $500,000.

Each voluntary prepayment of First Merger Loans made pursuant to this Section shall be applied, to the extent of such prepayment, first to any Base Rate Loans outstanding prior to being applied to any LIBO Rate Loans outstanding. Each prepayment of First Merger Loans made pursuant to this Section shall be without premium or penalty but subject to Section 4.4.

SECTION 3.2.1B. Rates. Subject to Sections 2.4 and 2.5, the Borrower may elect, pursuant to an appropriately delivered Borrowing Request or Continuation/Conversion Notice, that the First Merger Loans comprising a Borrowing accrue interest at a rate per annum:

(a) on that portion maintained from time to time as Base Rate Loans, equal to the sum of the SG Base Rate from time to time in effect plus (i) prior to the filing of the Bankruptcy Motion, 2.25% and, (ii) thereafter, 1.25%; and

(b) following the filing of the Bankruptcy Motion, on that portion maintained as a LIBO Rate Loan, during each Interest Period applicable thereto, equal to the sum of the LIBO Rate (Reserve Adjusted) for such one month Interest Period plus 2.5%."

Only a one month Interest Period will be available for any First Merger Loan maintained as a LIBO Rate Loan."

SECTION 2.2.6. Further Amendment to Article III of the Credit Agreement (Repayments, Prepayments, Interest and Fees). Clause (c) of Section 3.2.3 of the Credit Agreement is hereby amended in its entirety by substituting the following new clause (c) therefor:

"(c) with respect to Base Rate Loans, on each Quarterly Payment Date occurring after the Effective Date; provided, however, that interest on any First Merger Loan maintained as a Base Rate Loan shall be payable on the last day of each calendar month;"

SECTION 2.2.7. Amendment to Article IV of the Credit Agreement (Certain LIBO Rate and Other Provisions). The Credit Agreement is hereby amended by adding the following new Section 4.10B thereto:

"4.10B. Use of Proceeds. The Borrower shall apply the proceeds of the First Merger Loans solely as follows: (a) to provide for the "cash out" payment at $12.00 per Share pursuant to the Merger Agreement for all of the outstanding Shares not tendered and purchased by Acquisition pursuant to the Tender Offer, and (b) to refinance the Borrower's Tender Loans."

SECTION 2.2.8. Amendment to Section 6.8 of the Credit Agreement (Subsidiaries). Section 6.8 of the Credit Agreement is hereby amended by

deleting the first sentence thereof and substituting therefor the following sentence: "The Parent has no direct Subsidiaries except the Borrower, Petroleum and the Target." Such Section 6.8 is further amended by deleting the last sentence thereof and substituting therefor the following sentence at the end of such Section: "The Target has no Subsidiaries."

SECTION 2.2.9. Additional Amendments to Article VI of the Credit Agreement (Representations and Warranties). Article VI of the Credit Agreement is hereby amended by adding the following new Section 6.23 thereto:

"6.23 Certain Representations and Warranties Relating to the First Merger".

(a) the First Merger has been duly consummated in accordance with the Merger Agreement (without any amendment, waiver, supplement or other modification thereof) and this Agreement and, as a result thereof, the Parent directly owns 100% of the capital stock of the Target, free and clear of all Liens except the Lien created thereon by the Parent Pledge Agreement and all Shares have been duly retired and or cancelled.

(b) the First Merger has been duly consummated without any breach of, or default under, or any requirement to prepay or redeem or repurchase or accelerate any Indebtedness or material lease under any Target Debt Document, and no holder of any Indebtedness issued thereunder has asserted any of the foregoing.

(c) the total number of outstanding Shares of the Target did not exceed 1,701,650 and the total consideration paid to holders of the Shares in connection with each of the Tender Offer and the Merger did not exceed $12 per Share.

SECTION 2.2.10. Amendment to Schedule II to Credit Agreement. Schedule II to the Credit Agreement is hereby amended in its entirety to read as set forth on Annex II hereto.

ARTICLE III

CONDITIONS PRECEDENT

SECTION 3.1. Conditions to Effectiveness of Section 2.1. The amendments set forth in Section 2.1 shall become effective upon the prior or concurrent satisfaction of each of the conditions precedent set forth in this Section 3.1 and Section 3.3(the first date as of which each such condition has been satisfied being herein called the "Section 2.1 Effective Date").

SECTION 3.1.1. Resolutions, etc. The Agent shall have received from the Borrower, Acquisition and the Parent, a certificate, dated the Section 2.1 Effective Date, of its Secretary or Assistant Secretary as to

(a) resolutions of its Board of Directors then in full force and effect authorizing the Tender Offer and the execution, delivery and performance of this Amendment Agreement, the Credit Agreement, the Merger Agreement and each other Loan Document to be executed by it; and

(b) the incumbency and signatures of its officers authorized to act with respect to the Amendment Agreement, the Credit Agreement, the Merger Agreement and each other Loan Document to be executed by it,

upon which certificate each Lender may conclusively rely until it shall have received a further certificate of the Secretary or Assistant Secretary of the Parent, the Borrower or Acquisition, as appropriate, cancelling or amending such prior certificate.

SECTION 3.1.2. Consummation of Tender Offer. The Agent shall be satisfied (a) that the Tender Offer is being consummated concurrently with the making of the Tender Loans in accordance with the Merger Agreement and the Offer to Purchase and without any modification thereto or waiver of any term or condition thereof (including without limitation the approval of the Board of Directors of the Target with respect thereto), except for any thereof which are immaterial and not adverse to the Lenders, and that Acquisition owns all Shares

tendered pursuant to the Tender Offer free and clear of any Liens and that certificates evidencing at least 80% of all outstanding Shares have been duly delivered to the depository (as agent for Acquisition) in connection with the Tender Offer, (b) that the Shares to be purchased (and the certificates representing such Shares, other than book-entry Shares which have been deposited with a book-entry transfer facility) shall have been validly tendered to Acquisition, free of all restrictions to purchase imposed by applicable law or otherwise, and such Shares shall not have been

withdrawn and shall be available for purchase in accordance with the terms and conditions set forth in Annex A to the Merger Agreement, (c) that the consummation of the Tender Offer and the First Merger will not violate or cause a default under any applicable law, statute, rule or regulation or any material agreement or right of the Parent or any of its Subsidiaries or the Target, (d) that the Boards of Directors of the Target, the Parent and Acquisition have not sought to withdraw, modify or terminate their approval of the Merger Agreement or any of the transactions contemplated thereby and (e) that the Tender Offer and the First Merger shall be consummated, (i) without triggering any "poison pill," "shark repellant" or other similar items, and (ii) without the Florida anti-takeover statutes (or any other similar statutes, including without limitation Sections 607.0901 and 607.0902 of the Florida Business Corporations Act) being applicable thereto and the Agent shall have received satisfactory legal opinions as to, among other things, the foregoing and as to Section 3.1.4 below.

SECTION 3.1.3. Litigation, etc. The Agent shall be satisfied that there is no governmental or judicial action, actual or threatened, and no new law or regulation shall have been passed by any governmental authority or agency, that is reasonably likely to restrain, prevent or impose burdensome conditions on or result in material damages in connection with the transactions contemplated hereby (including the Tender Offer and the First Merger).

SECTION 3.1.4. Cash-out Merger. The Agent shall be satisfied that (a) the sole right of the shareholders of Target who do not tender their Shares pursuant to the Tender Offer shall be to receive only a cash payment of $12.00 per share pursuant to the "cash-out merger" of the First Merger and (b) the Shares purchased by Acquisition at the time of the Tender Loans, when added to the Shares already owned by Acquisition, will constitute at least a sufficient percentage of the Shares of the Target under applicable law, the constituent documents of Target and the contractual arrangements of the Target to enable Acquisition to cause the First Merger promptly to occur without the vote of any other shareholder or the Board of Directors of the Target (except for the vote already taken on June 15, 1995) and without the incurrence by Acquisition or the Target of costs not directly related to the financing contemplated hereby.

SECTION 3.1.5. Notes. The Agent shall have received (a) for the account of each Lender providing Tender Loans, a Tender Loan Note, dated the Tender Loan Closing Date, with appropriate insertions, duly executed by the Borrower and (b) the original of the Parent Inter-Company Note, duly completed and duly executed, and the Parent Inter-Company Note shall have been duly pledged to the Agent for the benefit of the Lenders pursuant

to a supplement to the Borrower Pledge Agreement, substantially in the form of Annex D hereto.

SECTION 3.1.6. Target Claims. The Agent shall be satisfied as to the nature and amount of all claims against the Target (including the Class 7 Claims pending before the U.S. Bankruptcy Court for the Middle District of Florida (Tampa Division) administering the Target's Plan of Reorganization).

SECTION 3.1.7. Borrower Contributed Amount. The Agent shall have received satisfactory evidence that the Borrower shall have provided the Borrower Contributed Amount (including the $2,500,000 already deposited by the Borrower in escrow pursuant to the terms of the Merger Agreement) with respect to the tendered Shares of the Target from cash on hand and not from any draw of any Revolving Loans.

SECTION 3.1.8. Regulations G, U and X. The making of the Tender Loans, the use of the proceeds thereof, and the security arrangements in

connection therewith will not result in a violation of F.R.S. Board Regulation G, U or X, as in effect on the date hereof or as in effect on the Section 2.2 Effective Date in the event of any change therein having applicability on such date, and the Parent, Acquisition, the Borrower and each entity providing debt or equity funds for the Tender Offer or the First Merger shall be in compliance with such regulations.

SECTION 3.1.9. Fairness Opinion. The Agent and the Lenders shall have received a copy of the "fairness" opinion delivered by NationsBank Capital Markets, Inc. to the Board of Directors of Target, and such letter shall remain in full force and effect without modification or withdrawal.

SECTION 3.1.10. Series C Preferred Stock. The Agent shall have received, for the account of each Lender, copies of the documents evidencing and providing for the Series C Preferred Stock, such copies to be certified by the Parent as being true, complete and correct copies thereto.

SECTION 3.2. Conditions to Effectiveness of Section 2.2. The amendments set forth in Section 2.2 shall become effective upon the prior or concurrent satisfaction of each of the conditions precedent set forth in this Section 3.2 and Section 3.3 (the first date as of which each such condition has been satisfied being herein called the "Section 2.2 Effective Date").

SECTION 3.2.1. Resolutions, etc. The Agent shall have received from the Borrower, Acquisition and the Parent, a certificate, dated the Section 2.2 Effective Date, of its Secretary or Assistant Secretary as to

(a) resolutions of its Board of Directors then in full force and effect authorizing the First Merger and the execution, delivery and performance of this Amendment Agreement, the Credit Agreement, the Merger Agreement and each other Loan Document to be executed by it; and

(b) the incumbency and signatures of its officers authorized to act with respect to this Amendment Agreement, the Credit Agreement and each other Loan Document to be executed by it,

upon which certificate each Lender may conclusively rely until it shall have received a further certificate of the Secretary or Assistant Secretary of the Parent, the Borrower or Acquisition, as appropriate, cancelling or amending such prior certificate.

SECTION 3.2.2. Consummation of First Merger. The Agent shall be satisfied, and shall have received appropriate certificates dated the Section 2.2 Effective Date to the effect, that (a) the First Merger shall have been consummated on the terms set forth in the Merger Agreement and the Offer to Purchase, without waiver or modification and the Parent shall own all of the capital stock of the Target free and clear of all Liens and encumbrances of any nature, and (b) the consummation of the First Merger does not violate or cause a default under any applicable law (including but not limited to the 30-day requirement set forth in Section 607.1104(3) of the Florida Business Corporation Act), statute, rule or regulation or any material agreement or right of the Parent or any of its Subsidiaries (including the merger of Acquisition with and into the Target, with the Target being the survivor), including without limitation the Target Indenture, and the Agent shall have received satisfactory legal opinions as to, among other things, the foregoing.

SECTION 3.2.3. Governmental Authority. The Agent shall be satisfied that there is no governmental or judicial action, actual or threatened, and no new law or regulation shall have been passed by any governmental authority or agency, that is reasonably likely to restrain, prevent or impose burdensome conditions on the First Merger or the other transactions contemplated hereby.

SECTION 3.2.4. Satisfaction of Conditions to First Merger. The Agent shall be satisfied that the per Share amount paid for all Shares not tendered in the Tender Offer shall not exceed $12.00.

SECTION 3.2.5. Pledge of Stock of the Target. The Agent shall have received a Parent Pledge Agreement Supplement duly executed by the Parent in substantially the form of Annex E

hereto (the "Parent Pledge Agreement Supplement"), and all shares of stock of the Target owned by the Parent shall have been duly and validly pledged to the Agent for the benefit of the Lenders under the Parent Pledge Agreement Supplement and certificates representing all such shares, together with stock powers or other appropriate instruments of transfer executed in blank or in favor of the Agent, shall be in the actual possession of the Agent.

SECTION 3.2.6. No Modification of Agreements. Neither the Parent nor Acquisition nor the Target shall have consented to any amendment, supplement or other modification of any of the terms or provisions contained in, or applicable to, the Merger Agreement, the Offer to Purchase, or any instrument or document relating thereto, other than any such amendment, supplement or other modification which is immaterial and which could not adversely affect the interests of the Agent or any Lender and which does not mention the Agent or any Lender.

SECTION 3.2.7. Notes, etc. The Tender Loans shall have been refinanced in full with the First Merger Loans, Lenders holding Tender Loan Notes shall have returned them for cancellation to the Agent, each Lender extending a First Merger Loan shall have received a First Merger Note from the Borrower, dated the First Merger Date, with appropriate insertions, duly executed by the Borrower, and the Agent shall have received a duly executed and completed exchange Parent Inter-Company Note which shall have been duly pledged to the Agent pursuant to the Borrower Pledge Agreement. In addition, all accrued and unpaid interest on the Tender Loans shall have been paid in full.

SECTION 3.2.8. No Litigation. The Agent shall be satisfied as to the condition set forth in Section 3.1.3 hereof as of the First Merger Date.

SECTION 3.3. Conditions to Effectiveness of Sections 2.1 and 2.2. The occurrence of each Effective Date is also subject to the prior or concurrent satisfaction of each of the conditions precedent set forth in this Section 3.3.

SECTION 3.3.1. Execution of Counterparts. The Agent shall have received counterparts of this Amendment Agreement duly executed by the Borrower, the Parent, the Agent and each Lender, and duly acknowledged by Petroleum and Acquisition, each of which counterparts shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 3.3.2. Representations and Warranties. The Agent shall have received a certificate executed by the chief financial Authorized Officer of each of the Parent and the Borrower certifying that the representations and warranties set forth in Article VI of the Credit Agreement and in the other Loan

Documents are true and correct in all material respects as of the applicable Effective Date, and that no Default or Event of Default has occurred and is continuing.

SECTION 3.3.3. Closing Fees, Expenses, etc. The Agent shall have received for its own account, and for the account of each Lender, as the case may be, all fees, costs and expenses due and payable (including those fees and expenses described in the Target Fee Letter) which are then due and payable, and all reasonable expenses of counsel to the Agent which have been invoiced. The total amount of fees and expenses (unless otherwise consented to in writing by the Agent) payable in connection with the Tender Offer shall not exceed $1.5 million and in connection with the First Merger shall not exceed $250,000, in each case as certified by the Borrower to the Agent.

SECTION 3.3.4. Solvency Certificates. The Agent shall have received, with copies for each Lender, solvency certificates in substantially the form of Exhibit M to the Credit Agreement, dated the applicable Effective Date, duly executed by the chief executive officer and chief financial Authorized Officer of the Borrower, Petroleum, and the Parent, dated the dates of the Tender Loans and the First Merger Loans and expressly permitting the Agent and the Lenders to rely thereon.

SECTION 3.3.5. Opinions of Counsel. The Agent and the Lenders shall have received legal opinions, dated the applicable Effective Date, in form and substance satisfactory to the Agent, from (a) Florida counsel as to matters of Florida law relevant to the Tender Offer and the First Merger and (b) Bracewell & Patterson, L.L.P, as to such matters as the Agent may reasonably request.

SECTION 3.3.6. Consents, etc. The Agent shall have received, with copies for each Lender, dated the applicable Effective Date, duly executed certificates from the Parent and the Borrower to the effect that any and all consents, approvals or authorizations required by reason of the Tender Offer or the First Merger have been duly obtained and are in full force and effect and all material licenses, permits and the like (materially being measured individually and in the aggregate) shall remain in full force and effect after giving effect to the Tender Offer and the First Merger.

SECTION 3.3.7. Miscellaneous. All sources and uses of funds shall be in accordance with the Target Commitment Letter or shall otherwise be satisfactory to the Agent, all surviving instruments signed by Acquisition shall have been confirmed by the Target, all references to Acquisition in all collateral security documents in respect of Acquisition shall have been acknowledged by the Target to refer to the Target, any and all

consents or approvals required in connection with the Tender Offer or the First Merger shall have been duly obtained without qualification and all material licenses (materiality being measured individually and in the aggregate) of the Parent, the Borrower, Petroleum and the Target shall remain in full force and effect after giving effect to the Tender Offer and the First Merger.

SECTION 3.3.8. Satisfactory Legal Form. All documents executed or submitted pursuant hereto by or on behalf of the Borrower, the Parent or any other Obligor shall be satisfactory in form and substance to the Agent and its counsel; the Agent and its counsel shall have received all information, approvals, opinions, documents or instruments as the Agent or its counsel may reasonably request.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce the Lenders and the Agent to enter into this Amendment Agreement, the Borrower and the Parent jointly and severally represent and warrant unto the Agent, each Issuer and each Lender as set forth in this Article IV.

SECTION 4.1. Compliance With Warranties. The representations and warranties set forth in Article VI of the Credit Agreement and in each other Loan Document delivered in connection herewith or therewith are true and correct in all material respects with the same effect as if made on and as of the date hereof and each Effective Date (unless stated to relate solely to an earlier date).

SECTION 4.2. Due Authorization, Non-Contravention, etc. The execution, delivery and performance by each of the Borrower, Petroleum and the Parent of this Amendment Agreement and each Loan Document to be executed by it in connection with the terms and conditions hereof, and the execution, delivery and performance by each of Acquisition and the Target of the Merger Agreement and each Loan Document to be executed by it in connection with the terms and conditions hereof, are within the Borrower's, the Parent's, Acquisition's and the Target's corporate powers, have been duly authorized by all necessary corporate action, and do not (i) contravene the Borrower's, the Parent's, Acquisition's or the Target's Organic Documents, (ii) contravene or result in a default under any contractual restriction, law or governmental regulation or court decree or order binding on or affecting the Borrower, the Parent, Acquisition or the Target or (iii) result in, or require the

creation or imposition of, any Lien (except as contemplated in or created by the Loan Documents).

SECTION 4.3. Governmental Approval, Regulation, etc. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person (other than the filing of U.C.C. financing statements in the appropriate jurisdictions) is required for (a) the due execution, delivery or performance by the Borrower, Petroleum, the Parent, Acquisition or the Target of the Merger Agreement, this

Amendment Agreement or any other Loan Document delivered in connection with the terms and conditions hereof to which it is a party, (b) the grant by each such Obligor of the security interests, pledges and Liens granted by such Loan Documents, or (c) the perfection of or the exercise by the Agent of its rights and remedies under this Amendment Agreement or any other such Loan Document.

SECTION 4.4. Validity, etc. This Amendment Agreement and the Merger Agreement have each been duly executed and delivered and are, and each other Loan Document to be executed and delivered by the Borrower, Petroleum, the Parent, Acquisition or the Target, as the case may be, will, on the due execution and delivery thereof, constitute, the legal, valid and binding obligations of the Borrower, the Parent, Acquisition or the Target, as the case may be, enforceable in accordance with their respective terms; subject in each case to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law). Each of such Loan Documents which purports to create a security interest creates a valid first priority security interest in the Collateral subject thereto, subject only to Liens permitted by Section 7.2.3, securing the payment of the Obligations.

SECTION 4.5. No Material Adverse Change. There has been no event or occurrence, nor has any fact or state of facts existed, which might constitute a material adverse change in the financial condition, operations, assets, business or properties of the Parent and its Subsidiaries (including Acquisition) or the Borrower and its Subsidiaries, taken as a whole.

SECTION 4.6. Compliance With Credit Agreement. As of the execution and delivery of this Amendment Agreement and as of each Effective Date, each of the Borrower, the Parent and each other Obligor is in compliance with all the terms and conditions of the Credit Agreement and the other Loan Documents to be observed or performed by it, and no Default has occurred and is continuing.

SECTION 4.7. Merger Agreement. All representations and warranties by the Parent and Acquisition under the Merger Agreement are true and correct in all material respects as of the date hereof and each Effective Date as if made on such date (unless stated to relate solely to an earlier date) and, to the best knowledge of the Parent and its Subsidiaries, all representations and warranties by the Target under the Merger Agreement are true and correct in all material respects as of the date hereof and each Effective Date as if made on such date (unless stated to relate solely to an earlier date).

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.1. Ratification of Existing Credit Agreement. The Existing Credit Agreement, as expressly amended by the terms hereof, is hereby ratified, approved and confirmed in each and every respect, subject to Section 2.1.34 hereof. Except as specifically amended herein, the Existing Credit Agreement shall continue in full force and effect in accordance with the provisions thereof and except as expressly set forth herein the provisions hereof shall not operate as a waiver of any right, power or privilege of the Agent and the Lenders nor shall the entering into of this Amendment Agreement preclude the Lenders from refusing to enter into any further or future amendments. This Amendment Agreement shall be deemed to be a "Loan Document" for all purposes of the Credit Agreement and all other Loan Documents.

SECTION 5.2. Consent and Acknowledgment of Guarantors, etc. By their signatures below, each of the Parent, Acquisition and Petroleum, each in their capacity as a guarantor and (where applicable) as a grantor of collateral security under a Loan Document, hereby acknowledge, consent and agree to this Amendment Agreement and hereby ratify and confirm their respective obligations under each guaranty and Loan Document executed and delivered by it in all respects and agree that such guarantees and grants of collateral shall, in addition to the obligations secured and/or guaranteed prior to the date hereof, additionally secure and/or guarantee, as the case may be, all of the obligations of the Borrower with respect to the Tender Loans and the First Merger Loans or otherwise provided for in this Amendment Agreement, provided, however, that the shares of stock of the Target will not secure, either directly or indirectly, the obligations of the Borrower under the Tender Loans.

SECTION 5.3. Existing Credit Agreement, References, etc. All references to the Existing Credit Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Existing Credit

hereby. As used in the Existing Credit Agreement, the terms "Agreement", "herein", "hereinafter", "hereunder", "hereto" and words of similar import shall mean, from and after the applicable Effective Date, the Existing Credit Agreement as modified by this Amendment Agreement.

SECTION 5.4. Expenses. The Borrower and the Parent jointly and severally agree to pay all out-of-pocket expenses incurred by the Agent and the Lenders in connection with the preparation, negotiation, execution and delivery of this Amendment Agreement and related documents, including, without limitation, the reasonable fees and other charges of Mayer, Brown & Platt, as counsel for the Agent.

SECTION 5.5. Headings. The various headings of this Amendment Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment Agreement or any provisions hereof.

SECTION 5.6. Governing Law; Entire Agreement. THIS AMENDMENT AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. This Amendment Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto. This Amendment Agreement and the provisions contained herein may be modified only by an instrument in writing executed by the Borrower, the Agent and the required Lenders.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

E-Z SERVE CONVENIENCE STORES, INC.,
as the Borrower

By: /s/ John T. Miller

Title: Senior Vice President

E-Z SERVE CORPORATION,
as the Guarantor

By: /s/ John T. Miller

Title: Senior Vice President

SOCIETE GENERALE,
as the Agent

By: /s/ David Brunson

Title: First Vice President

LENDERS

SOCIETE GENERALE

By: /s/ David Brunson

Title: First Vice President

BANK OF AMERICA TEXAS, N.A.

By: /s/ Kim A. Ruth

Title: Vice President

Acknowledged, confirmed
and agreed to with respect
to Section 5.2:

E-Z SERVE PETROLEUM MARKETING, INC.

By: /s/ John T. Miller

Title: Senior Vice President

EZS ACQUISITION CORPORATION

By: /s/ John T. Miller

Title: Vice President

ANNEX I

SCHEDULE II

PERCENTAGES

<TABLE>
<CAPTION>

Lender	Revolving Loan Commitment	Term Loan Commitment	Tender Loan Commitment	Total Commitment
<S>	<C>	<C>	<C>	<C>
SOCIETE GENERALE	66.66666667%	66.66666667%	100%	73.4748011%
BANK OF AMERICA TEXAS, N.A.	33.33333333%	33.33333333%	0%	26.5251989%
TOTAL	100.00%	100.00%	100.00%	100.0%

</TABLE>

ANNEX II

SCHEDULE II

PERCENTAGES

<TABLE>
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Lender	Revolving Loan Commitment	Term Loan Commitment	First Merger Loan Commitment	Total Commitment
<S>	<C>	<C>	<C>	<C>
SOCIETE GENERALE	66.66666667%	66.66666667%	100%	73.4748011%
BANK OF AMERICA TEXAS, N.A.	33.33333333%	33.33333333%	0%	26.5251989%
TOTAL	100.00%	100.00%	100.00%	100.00%

</TABLE>

ANNEX III

SCHEDULE III

<TABLE>
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Fiscal Year	Minimum EBITDA	Minimum Fixed Charge Coverage Ratio	Capital Expenditure Level
<S>	<C>	<C>	<C>
1995	$22,000,000	1.30:1.00	II
1995	$19,500,000	1.50:1.00	III
1996	$26,100,000	1.30:1.00	II
1996	$23,200,000	1.30:1.00	III
1997	$28,400,000	1.30:1.00	II
1997	$25,200,000	1.30:1.00	III
1998	$30,600,000	1.30:1.00	II
1998	$27,200,000	1.30:1.00	III
1999	$32,900,000	1.35:1.00	II
1999	$29,300,000	1.35:1.00	III
2000	$35,800,000	1.40:1.00	II
2000	$31,800,000	1.40:1.00	III
2001	$39,400,000	1.40:1.00	II
2001	$35,000,000	1.40:1.00	III

</TABLE>

ANNEX IV

Amortization of First Merger Loans

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Date	$ 15.4MM
<S>	<C>
1/24/96	0
7/24/96	0.67
1/24/97	0.67
7/24/97	0.67
1/24/98	1.08
7/24/98	1.08
1/24/99	1.25
7/24/99	1.25
1/24/00	1.33
7/24/00	1.33
1/24/01	1.33
7/24/01	1.34
1/24/02	3.40

</TABLE>

Exhibit 99.(c)(5)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:	)	
	)	
Sunshine-Jr. Stores, Inc.	)	Chapter 11
d/b/a Sunshine Supermarkets	)	
d/b/a Jr. Food Stores,	)	Case No. 92-16406-BKC-8B1
	)	
Debtor.	)	

SUNSHINE-JR STORES, INC.'S
MOTION FOR APPROVAL OF FORM AND
SUFFICIENCY OF TENDER OF PREPAYMENT OF
UNRESOLVED, UNSECURED CLAIMS, IN ACCORDANCE
WITH CONFIRMED, SECOND AMENDED PLAN OF REORGANIZATION

Sunshine-Jr. Stores, Inc. ("Debtor"), by and through undersigned counsel, hereby moves the Court for an Order approving the transaction described herein, whereby the Debtor proposes the prepayment of Class 7 Creditors. In support, the Debtor respectfully states:

JURISDICTION

1. On December 18, 1992, this case was commenced by filing a voluntary Chapter 11 Petition with the Clerk of this Court (the "Petition Date"). Thereafter, the Court entered its Order Confirming Debtor's Second Amended Plan of Reorganization (the "Plan") on May 12, 1994 (the "Confirmation Order"). The Confirmation Order is now final.

2. Pursuant to paragraph 12 of the Confirmation Order, the Court retained jurisdiction for the purposes described in the Plan. Article XVII, Section 17.1(f) of the Plan provides that the Court retains jurisdiction for the enforcement or interpretation of the terms and conditions of the Plan. Accordingly, the Court has jurisdiction over this motion.

INTRODUCTION

3. The Debtor seeks Court approval of the form and sufficiency of the plan for prepayment of certain notes issued under the Plan, or that would otherwise be issued under the Plan, so that the Debtor may effectuate a proposed merger (described below). The Plan provides for the issuance of secured promissory notes to the holders of allowed Class 7 Claims. The secured notes are issued under and are governed by the Trust Indenture (defined below). The notes are secured by certain of the Debtor's real and personal property (the "Collateral"). The Plan and the Trust Indenture restrict the Debtor's ability to issue payments, dividends and distributions to shareholders, and to consummate certain mergers where the Debtor is not the surviving entity, until such time that the notes are paid in full.

4. In connection with obtaining the financing necessary to make the payments contemplated herein, the Debtor must have the ability to (a) declare and pay dividends to stockholders, and (b) pledge all of its assets, including the Collateral. This requires the defeasance of the Trust Indenture. The Debtor asserts that the Trust Indenture can be defeased and the other restrictions on payments, dividends and distributions to shareholders may be eliminated by the prepayment of all of the outstanding notes and the deposit of funds sufficient to satisfy unresolved claims in full when, and if, they are allowed. Accordingly, the Debtor seeks a determination from this Court that

all Class 7 Creditors will be deemed to be paid in full and the Trust Indenture will be defeased, upon the happening of (a) the payment of all issued and outstanding Class 7 Notes; and (b) the posting of funds in an amount sufficient to make cash distributions, in lieu of Class 7 Notes, to all holders of unresolved claims, to the extent holders of such unresolved claims become holders of allowed Class 7 Claims, equal to 100% of their allowed claim.

3

5. The Plan created nine (9) classes of claims and interests. The determination sought by the Debtor requires an order interpreting certain provisions of the Plan pertaining to Class 7: General Unsecured Claims; Class 8: Workers' Compensation Claims; and Class 9: Equity Interests.

6. CLASS 7: GENERAL UNSECURED CLAIMS. Members of Class 7, which is comprised of holders of allowed, general unsecured claims, received secured promissory notes (the "Class 7 Notes") in an amount equal to 100% of their Allowed Class 7 Claims, payable in installments over a five year period ending in 2000. The Class 7 Notes were issued under an indenture (the "Trust Indenture"), governed by the Trust Indenture Act of 1939. At March 30, 1995, there was $14,778,843 in Class 7 Notes issued and outstanding(1).

7. The Class 7 Notes are secured by a perfected first lien on a substantial amount of the Debtor's real and personal property, including all leasehold interests. Excluded property includes cash, accounts receivable, inventory, and the "Unencumbered Property."(2)

8. The Plan, paragraph VI, and the Trust Indenture, Section 4.01 G. and Article XV, provide for the prepayment of the Class 7 Notes at any time, without premium or penalty. Upon payment of the Class 7 Notes in full, the Trust Indenture is terminated, resulting in a release of all collateral.

_____

(1) Currently, there are an additional $444,661 of Class 7 Claims that have been allowed, but have not yet received Class 7 Notes. These claims include: Smith Factors - No. 173 allowed in the amount of $14,302, and No. 633 allowed in the amount of $10,170; William Love - No. 339 allowed in the amount of $12,643.89; and Charles Barnhill - No. 610 allowed in the amount of $7,545.

(2) "Unencumbered Property" is defined in the Plan as "the tangible real and personal properties of the Debtor, selected by the Debtor and disclosed in reasonable detail to the Class 7 Creditors prior to the Confirmation Date, which have an aggregate Market Value ... of not greater than $8,000,000."

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9. CLASS 8: WORKERS' COMPENSATION CLAIMS. Holders of allowed Class 8 Claims (prepetition workers' compensation claims), are to be paid 100% of their allowed claim according to the applicable state workers' compensation laws. The Debtor maintains policies of third-party insurance and self-insurance programs that comply with all applicable state workers' compensation laws. The Debtor believes that the insurance coverage is sufficient to pay all Class 8 claims in full, in the ordinary course of the Debtors' business. See, Affidavit of Michael G. Ware, attached hereto as Exhibit "A" and incorporated by reference. However, the Plan provides that, in the event such insurance or self-insurance coverage is insufficient to pay the holders of Class 8 Claims in full, then any deficiency will be treated as an allowed Class 7 Claim.

10. CLASS 9: EQUITY INTERESTS. Holders of Class 9 Equity Interests retained all of the legal, equitable and contractual rights such holders were entitled to prepetition, with one exception. Until such time the Class 7 Creditors are paid in full, the holders of Equity interests may not receive any payment, dividend or distribution.

THE TENDER OFFER

11. On June 19, 1995, E-Z Serve Acquisition Corporation ("Acquisition"), a wholly owned subsidiary of E-Z Serve Corporation ("E-Z Serve"), made an offer to purchase all outstanding shares of capital stock of the Debtor pursuant to a public tender offer (the "Tender Offer"). Prior to the Tender Offer, the Debtor, Acquisition and E-Z Serve entered into an Agreement and Plan of Merger (the "Merger"), whereby Acquisition will be merged with and into the Debtor, with the Debtor surviving the merger as a wholly owned subsidiary of E-Z Serve. Pursuant to such Merger, each outstanding share of capital stock of the Debtor will be converted into the right to receive the same consideration paid in the Tender Offer. The Board of Directors of the Debtor has, by unanimous vote, approved the Tender Offer and the Merger

and has determined that each of the Tender Offer and the Merger is fair to, and in the best interest of, the Debtor and its shareholders recommend that the shareholders of the Debtor accept the Tender Offer and tender their shares.

12. E-Z Serve's principal line of business, through its subsidiaries, is the operation of convenience stores, mini marts and gas marts. For the year ended December 25, 1994, E-Z Serve had consolidated revenues of $563,191,000, and net income of $5,087,000. As of March 26, 1995 E-Z Serve had total assets of $166,148,000 and stockholders' equity of $63,546,000. E-Z Serve's shares are traded on the American Stock Exchange.

13. E-Z Serve has obtained a commitment for financing which (to the extent conditions contained in the commitment are met) will enable the Debtor to pay the Class 7 Creditors in full. E-Z Serve will make additional financial resources available to the Debtor to enable the Debtor to make capital improvements. In order for E-Z Serve to consummate such financing and to provide the additional financial resources to the Debtor, the Trust Indenture must be defeased, the Collateral must be released, and the prohibition against payments, dividends and distribution must be eliminated. This can only be accomplished by paying the Class 7 Creditors in full. While this can readily be accomplished with respect to the issued and outstanding Class 7 Notes, the payment of certain disputed claims is more complicated. If allowed, these disputed claims may become allowed Class 7 Claims. Consequently, it is possible that additional Class 7 Notes would have to be issued in the future. Accordingly, the Debtor seeks a determination by the Court that the proposal outlined herein is sufficient to accomplish the goal of paying all Class 7 Creditors in full and defeasing the Trust Indenture.

THE UNRESOLVED CLAIMS

14. The tables below contain a list of all claims that have not yet been allowed or disallowed by the Court (the "Unresolved Claims"). The Unresolved Claims are subject to objections filed by the Debtor. The tables are broken down into four categories: (1) Unresolved Miscellaneous Claims; (2) Unresolved Wage Claims; (3) Unresolved Personal Injury Claims; and (4) Unresolved Workers' Compensation Claims.

15. UNRESOLVED MISCELLANEOUS CLAIMS. The Unresolved Miscellaneous

Claims, which are set forth in the table below, total $1,338,949.50. The majority of the objections have been set for final evidentiary hearing in the near future.

<TABLE>
<CAPTION>

Name of Claimant	Claim Number	Amount of Claim	Maximum Exposure
<S>	<C>	<C>	<C>
Marketing Consulting Group, Inc.	233, 491	105,237	$105,237
Auto Pump Services Company, Inc.	533	53,383	53,383
Stephen Andrews	591	15,000	15,000
Florida Department of Banking and Finance	347, 348	66,388	66,388
W. Grady Swann, Inc.	497	4,038	4,038
Amplicon, Inc.	68, 740	78,021	78,021
Willie J. Brown(3)	731, 744	32,665.50	32,665.50
Botkin Monitoring Services	590	2,231	2,231
The Advertiser Company, Inc.	161	910	910
Nelson-Brantley Glass Contractors, Inc.	91, 620	589	589
Allen Lock & Safe	446	246	246
Perdue-Folmar Co., Inc.	126	576	576
The Prudential Insurance Company of America	641	789,767	789,767

</TABLE>

---

(3) On or about May 22, 1995, Willie Brown filed a Request to Amend Proof of Claim to add sums allegedly owed for lost wages.

<TABLE>
<CAPTION>

Name of Claimant	Claim Number	Amount of Claim	Maximum Exposure
<S>	<C>	<C>	<C>
Barnett Bank, N.A.	639, 640	126,923	126,923
Virogroup(4)	223	278,707	29,000
Shellie Day(5)	270	2,005	2,005
Brenda Rogers(6)	277	5,000	0
Linda Faye Edgar(7)	282	5,000	0
Coca Cola(8)	343	208,324	9,324
Waller Brothers(9)	403	3,240	0

</TABLE>

---

(4) The Debtor filed an objection to Claim No. 223 requesting that the Court allow the claim in the amount of $257,000 and disallow the remainder. Virogroup filed no response to the objection and the Debtor has submitted a proposed order to the Court granting the relief requested. The Debtor has issued Class 7 Notes to Virogroup in the amount of $257,000.

(5) The Debtor filed an objection to Claim No. 270 seeking disallowance in full. No response to the objection was filed. The Debtor has submitted a proposed order to the court disallowing the claim.

(6) The Claimant made the election to be treated as a Class 6 claim, thereby

reducing its claim to $1,000. The Debtor filed an objection to the claim seeking to reduce it to $1,000 and disallowing the remainder. The Debtor has submitted a proposed order to the Court granting the relief requested.

(7) The Claimant made the election to be treated as a Class 6 claim, thereby reducing its claim to $1,000. The Debtor filed an objection to the claim seeking to reduce it to $1,000 and disallowing the remainder. The Debtor has submitted a proposed order to the Court granting the relief requested.

(8) The Debtor filed an objection to Claim No. 414 requesting that the Court allow the claim in the amount of $19,550.46 and disallow the remainder. Smith Factors filed no response to the objection and the Debtor has submitted a proposed order to the Court granting the relief requested.

(9) The Debtor has issued a Class 7 Note to Waller Brothers in the amount of $3,240 and submitted a proposed order to the Court allowing the claim at that amount.

<TABLE>
<CAPTION>

Name of Claimant	Claim Number	Amount of Claim	Maximum Exposure
<S>	<C>	<C>	<C>
Smith Factors(10)	414	22,646	22,646
Total		$1,800,896.50	$1,338,949.50

</TABLE>

16. UNRESOLVED WAGE CLAIMS. The Unresolved Wage Claims, which are set forth in the table below, total $915,635. Four of the claimants, Lula Mae Pickett, Mollie Folmar, Teresa P. Patterson, and Marguerite Cammack, have elected treatment under Class 6 of the Plan. Accordingly, if such claims are ultimately allowed, the holders of such claims will be treated pursuant to Class 6. The remaining Unresolved Wage Claims total $891,635. Accordingly, the Debtor's maximum exposure in Class 7 for all Unresolved Wage Claims of $891,635.

---

(10) The Debtor filed an objection to Claim No. 414 requesting that the Court allow the claim in the amount of $19,550.46 and disallow the remainder. Smith Factors filed no response to the objection and the Debtor has submitted a proposed order to the Court granting the relief requested

<TABLE>
<CAPTION>

Name of Claimant	Claim No.	Amount of Claim	Maximum Exposure
<S>	<C>	<C>	<C>
Jim Dickens	305	$ 5,279	$ 5,279
Wheeler Stevens	631	3,938	1,938
Nora Frye	279	2,000	2,000
Lula Mae Pickett (Class 6 Election)	280	12,000	0
Wanda R. Chandler	284	7,000	7,000
Mollie Folmar (Class 6 Election)	291	5,000	0

Letti R. Wilson	286	2,000	2,000
Teresa P. Patterson (Class 6 Election)	288	2,000	0
Marilyn E. Wheat	289	5,000	5,000
Joyce Livingston	290	2,000	2,000
Marguerite Cammack (Class 6 Election)	292	5,000	0
Wanda Vanderslice	293	12,000	12,000
Lenard Miller	736	852,418	852,418
Total		$915,635	$891,635

</TABLE>

17. UNRESOLVED PERSONAL INJURY CLAIMS. The Unresolved Personal Injury Claims, which are set forth in the table below, total $2,281,578. These claims were filed in specific amounts, except for Lilian and Frank Franklin, and James and Marie Newton. All Unresolved Personal Injury Claims are covered by policies of third-party liability insurance. Accordingly, the maximum amount the Debtor will be required to distribute to such claimants, in the event such Unresolved Personal Injury Claims are allowed, totals $335,407. This amount equals the aggregate of the lesser of the amount sought or the self-insured retention for each claim. See, Affidavit of Michael G. Ware, attached hereto as Exhibit "A" and incorporated by reference.

<TABLE>
<CAPTION>

Name of Claimant	Claim No.	Amount of Claim	Lesser of Amount Sought or Self-Insured Retention
<S>	<C>	<C>	<C>
Cornelia Bower	198	$ 30,000	$30,000
Shirley Johnson	671	96,171	0
Charlotte Turner	559	25,000	25,000
Leta V. Hughes	725	50,000	50,000
Sue A. Finnochi	728	1,000,000	50,000
Lilian & Frank Franklin	379	30,000	30,000
Earl Brinkman	260	0	50,000
Mary A. Triplett	702	407	407
James E. Harris	715	50,000	50,000
James & Marie Newton	732	1,000,000	50,000
Total		$ 2,281,578	$ 335,407

</TABLE>

18. All of the Unresolved Personal Injury Claims are subject to objections filed by the Debtor. By order dated May 16, 1995, the Court abated ruling on the Debtor's objections to the Unresolved Personal Injury Claims and modified the permanent injunction imposed by the Confirmation Order to allow Unresolved Personal Injury claimants to liquidate their claims in the appropriate court and to proceed against any third parties and third party insurance coverage. A copy of the May 16, 1995 Order is attached hereto as Exhibit "B" and incorporated by reference.

19. UNRESOLVED WORKERS' COMPENSATION CLAIMS. The Unresolved Workers' Compensation Claims, which are set forth in the table below, total approximately $517,316. Due to the nature of the claims, all are unliquidated. All of the Unresolved Workers' Compensation Claims are subject to objections filed by the Debtor. By order dated June 14, 1995, the Court abated ruling on the Debtor's objections and modified the permanent injunction imposed by the Confirmation Order so that the Unresolved Workers' Compensation Claimants could be liquidated in the appropriate state workers' compensation tribunals. A copy of the

June 14, 1995 Order is attached hereto as Exhibit "C" and incorporated by reference. As the Unresolved Workers' Compensation Claims are liquidated, the Debtor will to pay such liquidated amounts pursuant to the Plan.

<TABLE>
<CAPTION>

Name of Claimant	Claim No.	Amount of Claim
<S>	<C>	<C>
Peggy J. Dower	564, 703	$ 92,316
Norma J. Tate	517	20,000
Richard T. Kirkland	520	5,000
Gae H. Reather	552	0
Kate Fowler	584	0
Shirley Mike	712	400,000
Total		$ 517,316

</TABLE>

20. The Debtor maintains self-insurance programs in Florida and Alabama. In order to maintain a self-insurance program in Florida, the Debtor is required to post a bond in favor of the Florida Department of Labor and Employment Security in the amount of $700,000. Attached as Exhibit "D" is a copy of the Increase Rider issued by Utica Mutual Insurance Company dated March 22, 1995. In Georgia, Mississippi, and Louisiana, the Debtor pays premiums to the workers' compensation insurance funds maintained in each state. Workers' compensation claims in Georgia, Mississippi, and Louisiana are fully covered by such insurance, with no deductibles or self-insured retentions. Further, the Debtor, its outside claims adjuster, and its Certified Public Accountant have calculated the Debtor's estimated maximum exposure for all of the self-insured workers' compensation claims (including pre-and post-petition workers' compensation claims). The Debtor has determined, based upon its estimate of its maximum exposure on each claim, that it has sufficient coverage from third-party insurance and self-insurance programs, to pay such liquidated amounts in full as they come

due. See, Exhibit "A" Affidavit of Michael G. Ware. Accordingly, the Debtor anticipates that all Unresolved Workers' Compensation Claims will be paid pursuant to Class 8 of the Plan and that no Unresolved Workers' Compensation Claims will become allowed Class 7 Claims.

THE PREPAYMENT STRUCTURE

21. With respect to all issued and outstanding Class 7 Notes, the Debtor will deliver sufficient funds to the Indenture Trustee to pay the notes, including accrued interest, in full. With respect to the Unresolved Claims, the Debtor will tender an amount equal to the Debtor's estimate of its maximum exposure on each claim, taking into account available insurance coverage. The tender will be made in the form of a single letter of credit in favor of the holders of Unresolved Claims. If, and to the extent that any of the Unresolved Claims are allowed as Class 7 Claims, the holders thereof will receive a cash distribution equal to 100% of its allowed claim in lieu of a Class 7 Note. The table below reflects, by category, the Debtor's estimate of its maximum exposure:

<TABLE>
<CAPTION>

Unresolved Claim Category	Amount of Unresolved Claims	Tender Amount (Maximum Exposure)
<S>	<C>	<C>
(1) Miscellaneous Claims	$1,800,896.50	$1,338,949.50

(2) Wage Claims	$915,635	$891,635
(3) Personal Injury Claims (Unliquidated)	$2,281,578	$335,407
(4) Workers' Compensation Claims (Unliquidated)	$517,316	$0
Total	$5,515,425.50	$2,565,991.50

</TABLE>

22. THE MECHANICS. The following paragraphs describe the specific manner, by category, in which the Debtor will tender and secure payment to each of the Unresolved Claims:

(1) Unresolved Miscellaneous Claims. The Debtor will tender payment in the amount of $1,338,949.50 in the form of a letter of credit. This amount represents the full amount of each of the Unresolved Miscellaneous Claims, without giving effect to the Debtor's objection to such claims. The letter of credit will be in favor of the holders of Unresolved Claims. Upon allowance, the holder will receive a cash distribution equal to the allowed amount of its Class 7 Claim in lieu of a Class 7 Note.

(2) Unresolved Wage Claims. The Debtor will tender payment in the amount of $891,635 in the form of a letter of credit. This amount represents the full amount of each of the Unresolved Wage Claims, without giving effect to the Debtor's objection to such claims. The letter of credit will be in favor of the holders of Unresolved Claims. Upon allowance, the holder will receive a cash distribution equal to the allowed amount of its Wage Claim in lieu of a Class 7 Note.

(3) Unresolved Personal Injury Claims. All of the Unresolved Personal Injury Claims are covered by liability insurance. The Debtor's maximum exposure with regard to the Unresolved Personal Injury Claims totals $335,407. This amount is equal to the total self-insured retention for all of the Unresolved Personal Injury Claims. Accordingly, the Debtor will tender payment in the amount of $335,407 in the form of a letter of credit. The letter of credit will be in favor of holders of Unresolved Claims. The holder will receive a cash distribution equal to the difference between the allowed amount of the Claim and the insurance coverage in lieu of a Class 7 Note.

(4) Unresolved Workers' Compensation Claims. All of the Unresolved Workers' Compensation Claims are covered by third-party insurance (including excess loss coverage), self-insurance programs maintained by the Debtor, or both. The Debtor asserts that based upon its estimate of the maximum exposure for all of such claims, that all of the Unresolved Workers' Compensation Claims will be paid in full, and that no Class 8 Claim will ever become a Class 7 Claim. Accordingly, the Debtor asserts that no tender of payment with regard to the Class 8 Unresolved Workers' Compensation Claims is necessary.

Accordingly, the Debtor will obtain a single letter of credit in an aggregate amount of $2,565,991.50, the aggregate maximum exposure on the Unresolved

Miscellaneous Claims, the Unresolved Wage Claims, the Unresolved Personal Injury Claims, and the Unresolved Workers' Compensation Claims.

CONCLUSION

23. While the Plan and the Trust Indenture provide for the prepayment of allowed claims at any time, they do not provide a mechanism for the prepayment of the Unresolved Claims. The Debtor asserts that the prepayment structure outlined above falls within the intent of the Plan, fully protects the interests of the Class 7 Creditors, and results in a much more expedient and secure distribution to Class 7 Creditors. Specifically, the tender results in immediate payment of the Unresolved Claims upon allowance, compared to the deferred payment pursuant to the terms of a Class 7 Note. The tender of payment, as outlined above, eliminates the necessity for issuing Class 7 Notes, as the unresolved Class 7 Claims will be paid in full upon allowance. Accordingly, after the Prepayment Date, the Trust Indenture may be defeased and the collateral released, without affecting the substantive rights of the Class 7 Creditors.

24. The tender of payment, in the form of a single letter of credit, will be in an amount sufficient to provide distributions to the Class 7 Creditors in the full amount of their allowed claims. By posting the letter of credit to pay the Class 7 Claims, the mechanism for such distributions is outside the Debtor's control and fully secures, in cash (or its equivalent) the payment to holders of Unresolved Claims. A determination that all the Class 7 Creditors have been satisfied upon the tender of payment outlined above will not affect the substantive rights of the Class 7 Creditors. Accordingly, a determination by the Court that the condition contained in Class 9 has been met (i.e. that Class 7 Creditors have been paid in full), is appropriate, will result in the expedited payment of Class 7 Creditors, and leaves intact or enhances the substantive rights of the Class 7 Creditors.

25. The Debtor has served this motion on the Indenture Trustee, all of the holders of Unresolved Claims, and former members of and counsel for the Creditors Committee.

WHEREFORE, based upon the foregoing, the Debtor requests that the Court

(a) determine that (i) the prepayment of the Class 7 Notes, and (ii) the tender of payment to the Class 7 Creditors outlined above, is sufficient to deem the Class 7 Creditors paid in full;

(b) determine that the foregoing is sufficient to terminate and defease the Trust Indenture;

(c) determine that as a result of the payment of Class 7 Creditors in full, the prohibition against payments, dividends and distributions to equity interests contained in Class 9 of the Plan has terminated; and

(d) grant such other and further relief as the Court deems just.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Sunshine-Jr. Stores, Inc.'s Motion for Approval of Form and Sufficiency of Tender of Prepayment of Unresolved, Unsecured Claims, in Accordance with Confirmed, Second Amended Plan of Reorganization, and all

Exhibits, has been served on the members of the Unsecured Creditors' Committee; Sunshine-Jr. Stores, Inc., June Avenue and 17th Street, Panama City, FL 34201; James Main, Kirschner, Main, et al., P.O. Box 1559, Jacksonville, FL 32201; U.S. Trustee, Suite 110, 4919 Memorial Highway, Tampa, FL 33634; David Epstein, King & Spalding, 191 Peachtree Street, Atlanta, Georgia 30303-5100; Charles M. Tatelbaum, Johnson, Blakely, et al., 911 Chestnut Street, Clearwater, FL 34617; William Aewadski, Trenam, Kemker, et al., 101 E. Kennedy Bovd., Tampa, Florida 33602; and to all the parties listed on the attached Service List via regular, first class, U.S. Mail, postage prepaid, on this the 6th day of July, 1995.

/s/ Marsha Griffin Rydberg

MARSHA GRIFFIN RYDBERG
Florida Bar No. 220973
DONALD ALAN WORKMAN
Florida Bar No. 933392
RYDBERG & GOLDSTEIN, P.A.
500 East Kennedy Blvd., Suite 200
Tampa, Florida 33602
(813) 229-3900
(813) 229-6101 (facsimile)
Attorneys for Debtor

Exhibit 99.(c)(6)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

Sunshine-Jr. Stores, Inc. Case No. 92-16406-8B1
d/b/a Sunshine Supermarkets
d/b/a Jr. Food Stores,

Debtor.
_____/

MOTION FOR EXPEDITED HEARING ON DEBTOR'S
MOTION FOR APPROVAL OF FORM AND SUFFICIENCY OF
TENDER OF REPAYMENT OF UNRESOLVED,
UNSECURED CLAIMS, IN ACCORDANCE WITH
CONFIRMED, SECOND AMENDED PLAN OF REORGANIZATION

Sunshine-Jr. Stores, Inc. d/b/a Sunshine Supermarkets d/b/a Jr. Food Stores ("Debtor"), moves the Court for an Order setting an expedited hearing date and time on Debtor's Motion for Approval of Form and Sufficiency of Tender of Repayment of Unresolved, Unsecured Claims, in Accordance with Confirmed, Second Amended Plan of Reorganization ("Motion for Approval"), and in support thereof says:

1. On December 18, 1992 ("Petition Date"), the Debtor filed its Voluntary Petition under Title 11, Chapter 11 of the United States Code ("Bankruptcy Code").

2. The Debtor is a publicly held company which is engaged in the ownership and operation of over 200 convenience stores located in the States of Florida, Alabama, Mississippi, Georgia and Louisiana.

3. On May 12, 1994, the Court entered its Order Confirming the Debtor's Plan of Reorganization.

4. The Debtor's Board of Directors has reviewed and approved a tender offer (the "Tender Offer") for the purchase of all of the Debtor's outstanding shares of capital stock.

5. The Tender Offer was made by E-Z Serve Acquisition Corporation ("Acquisition"), a wholly owned subsidiary of E-Z Serve Corporation ("E-Z Serve"). The Debtor, Acquisition and E-Z Serve have entered into an Agreement

and Plan of Merger.

6. Concurrent with the filing of this motion, the Debtor filed the Motion for Approval, which describes in detail the Tender Offer made by Acquisition.

7. The Motion for Approval proposes a mechanism for the payment of all Class 7 Creditors in full immediately.

8. Acquisition and E-Z Serve intend to effect the prepayment within 30 to 45 days after the commencement of the Tender Offer. E-Z Serve has obtained a commitment for the financing necessary to make these significant payments. Accordingly, time is of the essence in this matter. Any significant delay in obtaining a hearing on the Motion for Approval will jeopardize the financing commitment.

9. The Motion for Approval seeks a ruling by the Court determining that the Debtor's proposed mechanism for prepaying or tendering payment of unresolved claims is consistent with the Confirmed Plan's intent, will result in the termination of the trust indenture and will eliminate certain restrictions contained in the Plan and the Indenture.

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10. The Debtor is aware and is very sensitive to the Court's congested docket, and estimates that no longer than 30 minutes would be required for the hearing.

11. In light of the time sensitive nature of the Tender Offer and the financing commitment, the Debtor respectfully requests that the Court set the Motion for Approval at the earliest possible date and time.

CERTIFICATE OF SERVICE OF THE MOTION FOR EXPEDITED HEARING ON DEBTOR'S MOTION FOR APPROVAL OF FORM AND SUFFICIENCY OF TENDER OF REPAYMENT OF UNRESOLVED, UNSECURED CLAIMS, IN ACCORDANCE WITH CONFIRMED, SECOND AMENDED PLAN OF REORGANIZATION JOINT PRETRIAL AND DISCOVERY CONFERENCE REPORT

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Sunshine-Jr. Stores, Inc., June Avenue and 17th Street, Panama City, FL 34201; James Main, Kirschner, Main et al., P. O. Box 1559, Jacksonville, FL 32201; U.S. Trustee, Suite 110, 4919 Memorial Highway, Tampa, FL 33634; and all unresolved claimholders as listed on the attached Matrix, this 6th day of July, 1995.

/s/ Marsha Griffin Rydberg

_____

MARSHA GRIFFIN RYDBERG
Florida Bar No. 220973
DONALD ALAN WORKMAN
Florida Bar No. 933392
RYDBERG & GOLDSTEIN, P.A.
500 E. Kennedy Blvd., Suite 200
Tampa, Florida 33602
Phone: (813) 229-3900
Fax: (813) 229-6101
Attorneys for Debtor

EXHIBIT 99.(c)(13)

IN THE CIRCUIT COURT IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

CCC-PP, INC. AND RANDALL HUGHES,

Plaintiffs,

v. Case No.: 95-3500

SUNSHINE-JR- STORES, INC., LEONA J. LEWIS and LANA JANE LEWIS-BRENT, as Trustees of the Leona J. Lewis Revocable Trust, LUTHER D. LEWIS, LANA JANE LEWIS BRENT, PAUL BRENT, and DONNA SUE RAINES, Division:

Defendants.

- ----------\

DEFENDANT SUNSHINE-JR. STORES, INC.'S
RESPONSE IN OPPOSITION TO PLAINTIFFS' MOTION
FOR EMERGENCY MOTION

Defendant, Sunshine-Jr. Stores, Inc. ("Sunshine"), by and through its undersigned attorneys, hereby responds to Plaintiffs' Motion for Emergency Hearing (the "Motion for Emergency Hearing") as follows:

1. Plaintiffs, CCC-PP, Inc. and Randall Hughes' (Collectively, "Plaintiffs"), Motion for Emergency Hearing requests that the Court "set an emergency hearing of at least 30 minutes on July 24, 1995, or as soon thereafter as is possible," with respect to motions Plaintiffs have filed for preliminary injunctions (the "Motions for Preliminary Injunctions") to enjoin Sunshine from going forward with a sale and merger transaction with EZS Acquisition Corporation ("EZS") and to enjoin Sunshine's co-defendants Leona J. Lewis and Lana Jane

Lewis-Brent, as Trustees of the Leona J. Lewis Revocable Trust, Luther D.

Lewis, Lana Jane Lewis-Bronx, Paul Brent, and Donna Sue Raines (collectively, the "Shareholder Defendants") from tendering their shares of stock in Sunshine to EZS, or requiring such tenders to be withdrawn, if already tendered.

2. However, as the undersigned counsel for Sunshine advised counsel for Plaintiffs after receipt of Plaintiffs' Motion for Emergency Hearing, Sunshine and EZS' sale and merger transaction that Plaintiffs seek to enjoin has been completed; specifically, the shares tendered in the offer have already been accepted for payment, payment has already been made therefor and the merger of EZS into Sunshine was consummated on July 21, 1995. The foregoing is evidenced by the merger certification documents, copies of which are attached hereto as Composite Exhibit "A."

3. The law in Florida is clear that injunctive relief such as that sought by Plaintiffs is available only to restrain future acts. City of Jacksonville v. Naegele Outdoor Advertising Co., 634 So.2d 750, 754 (Fla. 1st DCA 1994).

4. As the First District made clear in City of Jacksonville, supra:

> Whether prohibitory or mandatory, an injunction is prospective. "[A]n injunction does not lie to prohibit an act which has already been committed." [citation omitted] "It is well settled that injunction will not lie to enjoin that which has already been done." [citation omitted] "[A]n injunction will lie only to restrain ... future injury since it is impossible to prevent what has already occurred." [citation omitted]

Id.

5. Accordingly, because Plaintiffs' Motion for Emergency Hearing seeks an emergency hearing on motions to enjoin an act or acts that have already taken place (i.e., the sale and merger transaction involving Sunshine and EZS), the injunctive relief sought by Plaintiffs is not available under Florida law. Thus, the "emergency" nature of the Motions for Injunctions and, in fact, the motions themselves, have been mooted.

WHEREFORE, Defendant Sunshine respectfully requests that the Court deny Plaintiffs' Motion for Emergency Hearing as being moot.

KIRSCHNER, MAIN, PETRIE,
GRAHAM, TANNER & DEMONT, P.A.

By: /s/ John T. Rogerson, III

T. Geoffrey Heekin
Fla. Bar No.: 32448
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Post Office Box 1559
Jacksonville, Florida 32201-1559
(904) 354-4141
Attorneys for Defendant
Sunshine-Jr. Stores, Inc.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Defendant Sunshine-Jr. Stores, Inc.'s Response in Opposition to Plaintiffs' Motion for Emergency Motion has furnished this 24th day of July, 1995, by facsimile and regular U.S. mail to:

Martha Hartell Chumbier, Esquire
Carlton, Fields, War, Emmanuel, Smith & Cutler, P.A.
First Florida Bank Building
P. O. Drawer 190
Tallahassee, Florida 32304

Nancy J. Faggianelli, Esquire
Carlton, Fields, Ward, Emmanuel, Smith & Cutler, P.A.
One Harbour Place
Post Office Box 3239
Tampa, Florida 33602

James Elliott Messer, Esquire
Messer, Vickers, Caparello, Madsen & Lewis
P. O. Box 1876
Tallahassee, Florida 32302

and by U.S. mail only to:

Leona J. Lewis, as Trustee
of the Leona J. Lewis Revocable Trust
100 Cherry Street

Panama City, Florida 32401

Luther D. Lewis
P. O. Box 27466
Panama City, Florida 32411

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Lana Jane Lewis-Brent
Paul Brent
1216 Dewitt Street
Panama City, Florida 32401

Donna Sue Raines
20187 Forest Glen Court
Tallahassee, Florida 32303

/s/ John T. Rogerson, III

Attorney

Exhibit 99.(c)(14)

IN THE CIRCUIT COURT IN AND FOR LEON COUNTY, FLORIDA
CIVIL DIVISION

CCC-PP, INC. AND RANDALL HUGHES,

Plaintiffs,

v. Case No.: 95-3500

SUNSHINE-JR- STORES, INC., LEONA J. LEWIS and LANA JANE LEWIS-BRENT, as Trustees of the Leona J. Lewis Revocable Trust, LUTHER D. LEWIS, LANA JANE LEWIS BRENT, PAUL BRENT, and DONNA SUE RAINES, Division:

Defendants.

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NOTICE OF VOLUTARY DISMISSAL

Pursuant to Florida Rule of Civil Procedure 1.420(a)(1), the Plaintiffs hereby give notice of the voluntary dismissal of the above-styled matter.

Respectfuly submitted this 24th day of July, 1995.

By: /s/ Martha Harrell Chumbler

Nancy J. Faggianelli
Florida Bar No. 0347590
Martha Harrell Chumbler
Florida Bar No. 0263222
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(813) 223-7000
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original and a copy of the foregoing have been furnished this 24th day of July, 1995, by United States mail and facsimile, to:

T. Geoffrey Heekin, Esquire
Kirschner, Main, Petrie, Graham, Tanner & Demont
Post Office Box 1559
Jacksonville, Florida 32201-1599
Attorney for Sunshine-Jr. Stores, Inc.;

by hand delivery to:

James Elliott Messer, Esquire
Messer, Vickers, Caparello, Madsen & Lewis
P. O. Box 1876
Tallahassee, Florida 32302
Attorney for Leona J. Lewis and
Lana Jane Lewis Brent;

and by United States mail to:

Leona J. Lewis, as Trustee
of the Leona J. Lewis Revocable Trust
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Lana Jane Lewis-Brent
Paul Brent
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Donna Sue Raines
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/s/ MARTHA HARRELL CHUMBLER
