

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF KANSAS  
(Kansas City Division)**

<b>In Re:</b>	)	<b>In Proceedings Under Chapter 11</b>
	)	
<b>CRESCENT OIL COMPANY, INC.,</b>	)	<b>Case No. 09-20258-RDB</b>
<i>et al.,</i>	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>

**EMERGENCY MOTION FOR APPROVAL  
OF SHELL INTERIM SUPPLY AGREEMENTS**

Debtors Crescent Fuels, Inc.; Crescent Realty, Inc.; Crescent Oil Company, Inc.; Crescent Stores Corporation; and Crescent Business Development Corp. (collectively, “Debtors”), for their Emergency Motion for Approval of Shell Interim Supply Agreements (the “Motion”), state as follows:

1. Debtor Crescent Oil Company, Inc. (“Crescent Oil”) filed its voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (the “Code”) on February 7, 2009.
2. The remaining Debtors commenced the captioned cases by filing separate voluntary petitions for relief under Chapter 11 of the (“Code”) on February 8, 2009 (the “Filing Date”).
3. Debtors continue to manage their property as debtors-in-possession pursuant to Code §§ 1107 and 1108.
4. Crescent Oil and Equilon Enterprises LLC d/b/a Shell Oil Products US (“Shell”) entered that certain Wholesale Marketer Agreement (“Shell WMA”) effective March 1, 2004, governing the sale and distribution of Shell-branded petroleum products (“Shell-branded Products”) by Crescent Oil at designated retail outlets.

5. Crescent Oil is a party to certain dealer agreements for the wholesale distribution of Shell-branded Products (collectively, the “End Dealer Agreements” and individually, an “End Dealer Agreement”) to designated retail outlets (collectively, the “End Dealers” and individually, each an “End Dealer”).

6. Crescent Oil currently provides fuel to 60 Shell-branded stations (the “Shell Stations”).

7. On February 11, 2009, the Court entered the Stipulation and Interim Order (I) Authorized Secured Post-Petition Financing on a Superpriority Basis Pursuant to 11 U.S.C. § 364, (II) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §§ 363 and 364, (III) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 363 and 364 and (IV) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(c) (“DIP Order”), pursuant to which Crescent Oil will continue to supply fuel to 30 of the Shell Stations.

8. With respect to the remaining 30 Shell Stations (the “Interim Supplier Stations”), Crescent Oil has or will, subject to this Court’s approval enter into Shell Interim Supply Agreements (the “Agreements”) with certain “Interim Suppliers.” Pursuant to the Agreements, a form of which is attached as **Exhibit A** and incorporated by reference, the Interim Supplier shall supply the Shell-branded Products on an interim basis to certain of the End Dealers (collectively, the “Managed End Dealers” and individually, a “Managed End Dealer”) under the terms and conditions of a temporary wholesale supply agreement (“TWSA”) entered into or to be entered into between Interim Supplier and each Managed End Dealer.

9. With respect to 20 of the Interim Supplier Stations, Crescent has, subject to Court approval, entered into a Shell Interim Supply Agreement with Carter Energy Corporation (the “Carter Agreement”), a copy of which is attached as **Exhibit B** and incorporated by reference.

10. With respect to the remaining 10 Interim Supplier Stations, Crescent will, subject to Court approval, enter into Interim Supply Agreements with other interim suppliers.

11. By the Motion, Debtors are seeking this Court's authority for Crescent Oil to enter into the Carter Agreement and approve the form of Interim Supply Agreement such that Crescent Oil may enter into such agreement with other interim suppliers.

12. As the Court heard in testimony and statements of counsel yesterday, February 11, 2009, to the extent that the Shell Stations are not already dry, they will be quickly. Every day that there is no fuel at the Shell Stations has a devastating impact on Debtors, further diminishing the value of their collateral and negatively impacting their ability to reorganize, either through a sale or otherwise.

13. Debtors request that the Court immediately approve the Motion so that fuel may be supplied to the Shell Interim Supplier Stations pursuant to the terms and conditions of the Interim Supply Agreement and the Carter Agreement.

WHEREFORE, Debtors respectfully request that the Court grant the Motion; authorize Crescent Oil to enter into the Carter Agreement and the Interim Supply Agreement; and grant such other and further relief as is just and proper.

Date: February 11, 2009

SPENCER FANE BRITT & BROWNE LLP

s/ Lisa A. Epps

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ATTORNEYS FOR DEBTORS AND  
DEBTORS-IN-POSSESSION

### **CERTIFICATE OF SERVICE**

I hereby certify that on February 11, 2009, a true and correct copy of the foregoing was served electronically on all parties receiving electronic notice through this Court's CM/ECF system and via first class mail, postage prepaid, to all parties not receiving electronic notice pursuant to Standing Order No. 1.

/s/ Lisa A. Epps

An Attorney for Debtors