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Case No. 11-01-10779 SA

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

IN RE:

FURR'S SUPERMARKETS, INC.,

Debtor.

OBJECTION TO MOTION FOR ORDER APPROVING
SALE OF SOME OR ALL OF DEBTOR'S OPERATING
ASSETS AND GRANTING RELATED RELIEF

GE Capital Business Asset Funding Corporation, f/d/b/a MetLife Capital, Limited Partnership, ("GE"), files this objection to Debtor's Motion for Order Approving Sale of Some or All of Debtor's Operating Assets and Granting Related Relief ("Motion") and in support of its objection would show the Court as follows:

1. GE's objects to the Debtor's assertion that the only defaults that need to be cured are limited to the amounts set forth on Exhibit "2" of the Motion (see Motion paragraph vi.).

2. The Bankruptcy Code specifically requires that the Trustee may not assume an executory contract unless at the time of the assumption of an executory contract the Trustee does **all** of the following:

- (A) Cures, or provides adequate assurance that the Trustee will promptly cure, such defaults;
- (B) Compensates, or provides adequate assurance that the Trustee will promptly compensate a party other than the Debtor to such contract or lease for any actual pecuniary loss to such party resulting from such defaults; and
- (C) Provides adequate assurance of future performance under such contract or lease. 11 U.S.C. § 365 (b).

Debtor's Motion fulfills none of the requirements of §365 as it relates to GE.

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3. Debtor and GE, as successor to MetLife Capital, Limited Partnership, entered into a Master Equipment Lease Agreement dated October 25, 1995 ("Lease"). A true and correct copy of the Master Equipment Lease Agreement is attached hereto as Exhibit "A". In paragraph 10. (a) at the end of the first paragraph in that section the Lease specifically states, "Lessee [Debtor] shall indemnify and hold harmless Lessor [GE] on an after-tax basis, against any and all loss, claims, demands and expenses, **including legal expenses, resulting from any such non-payment or contest.**" (emphasis added) The quoted language is further defined in the miscellaneous provisions wherein expenses are limited to reasonable expenses. (See Lease, page 7, paragraph 24. (g)).

4. In Debtor's Motion, Debtor specifically, and repeatedly, describes that it will assume the executory contracts prior to assignment to any potential purchaser. "Where the Debtor assumes an executory contract, it must assume the entire contract, *cum onere* – the Debtor accepts both the obligations and the benefits of the executory contract." *In re: National Gypsum Company*, 208 Fed.3d. 498, 504 (5th Cir. 2000), *citing NLRB v. Bildisco and Bildisco*, 465 U.S. 513, 104 S. Ct. 1188, 79 LEd.2d 482 (1984).

5. The cited language out of the Lease, clearly contemplates and requires that the Debtor indemnify and hold GE harmless for its legal expenses incurred in monitoring and being involved in the Debtor's Bankruptcy, which directly resulted in the non-payment of rentals on the Lease.

6. Debtor's Motion, specifically in Exhibit 2, as revised and filed, does not contain the correct amounts due to GE, and therefore does not cure the prepetition, or

postpetition, defaults. The correct amounts due to GE on the Lease are contained in the attached Exhibit "B."

7. Debtor's Motion creates a situation where the proposed assignee(s) are not currently known. Because of the procedure proposed for the sale there can be no possibility that "adequate assurance" is being given without the proposed assignee(s) being identified. This is particularly true where Debtor is requesting that it be entirely released from any liability pursuant to Bankruptcy Code § 365(k).

8. Debtor's request that it be released from all liability on the Lease upon assignment pursuant to §365(k) does not make clear that the cure payments for the prepetition amounts will be paid to GE prior to the release of Debtor. Debtor should not be released from any liability until full payment of all "cure" payments are received by GE or adequate assurance is proven that Debtor will promptly cure said defaults.

WHEREFORE, GE prays that Debtor's Motion be denied, or in the alternative that any approval be granted conditioned on the issues raised in this objection, and such other and further relief as may be justly entitled.

Respectfully submitted.

Dave Thomas & Associates, P.C.

By: 

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Funding Corporation
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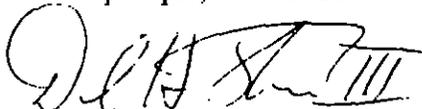
I HEREBY CERTIFY that a true copy of the foregoing was on the 14th day of June, 2001 to the following counsel of record.

Alan Carr and Jay M. Goffman
Skadden, Arps, Slate, Meagher & Flom
Four Times Square
New York, NY 10036

Robert H. Jacobvitz
Jacobvitz, Thuma & Walker
500 Marquette NW #650
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Unsecured Creditors Committee
William F. Davis
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US Trustee Office
P.O. Box 608
Albuquerque, NM 87103-0608



David H. Thomas, III

EQUIPMENT LEASE NO. ONE
 Incorporating
 Master Equipment Lease Agreement dated October 24, 1995

THIS EQUIPMENT LEASE is entered into the 24th day of October, 1995, between **MetLife Capital, Limited Partnership** ("Lessor") whose mailing address is C-97550, Bellevue, Washington 98009 and **Furr's Supermarkets, Inc.** ("Lessee") whose address is 1730 Montano Road, N.W., Albuquerque, NM 87107.

1. General

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor each Item accepted under this Lease on the terms and conditions set forth in this Lease and the above Master Equipment Lease Agreement (the "Agreement"). Lessor and Lessee hereby affirm the Agreement and incorporate its terms in this Lease by this reference. Various terms used in each of the two documents are defined with reference to the other.

2. Equipment Description

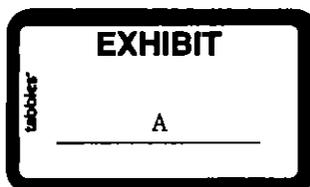
Set forth below or in Exhibit A attached hereto:

Name and Address of Supplier	Quantity	Complete Description of Equipment (New unless otherwise specified)	Price
To be determined		Retail Grocery Stores furniture, fixtures and equipment	\$5,000,000.00
TOTAL PRICE			\$5,000,000.00
FED. EXCISE TAX			\$
TRANSPORTATION			\$
OTHER			\$

3. Recovery Period Category for Federal Tax Purposes: Five (5) year property (See Section 10(b) of the Agreement)

4. Cost and Date Limitations

The Total Cost of all Equipment accepted under this Lease (including manufacturer's invoice cost plus taxes, freight, installation and related costs approved by Lessor) shall not exceed \$5,000,000.00. No Item may be accepted under this Lease after May 1, 1996 ("Purchase Cut-Off Date").



MASTER EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT is entered into the 24th day of October, 1995 between METLIFE CAPITAL, LIMITED PARTNERSHIP ("Lessor") whose address is 10900 N.E. 4th St., Suite 500, mailing address C-97550, Bellevue, Washington 98009 and Furr's Supermarkets, Inc. ("Lessee") whose address is 1730 Montano Road N.W., Albuquerque, NM 87107

1. Lease of Equipment

This Master Equipment Lease Agreement ("Agreement") contains general terms and conditions applying to each Equipment Lease ("Lease") between Lessor and Lessee that incorporates this Agreement by reference. The equipment or other personal property covered by all Leases, together with all components, parts, additions, accessions, attachments, substitutions therefor and replacements thereof is collectively called the "Equipment" and individually called an "Item." Each Lease will contain terms and conditions applying only to the Equipment covered by that Lease and will constitute a separate lease of that Equipment.

To accept an Item under a Lease, Lessee will sign and deliver to Lessor a Certificate of Acceptance for the Item in a form provided by Lessor. When Lessor has confirmed that all of its requirements and conditions have been met, it will promptly pay the Total Cost of the Item specified in the Certificate of Acceptance, as directed by Lessee. Lessor requirements and conditions shall include, but not be limited to, receipt from Lessee of such instruments, documents, and certifications as Lessor reasonably may request, including without limitation evidences of authority (such as corporate certificates, corporate resolutions, and partnership authorizations), evidence of insurance, purchase orders and acceptances thereof, purchase and sale agreements, guarantees or other credit enhancements, if any, required by Lessor and financial information and instruments and documents to implement, perfect or continue the perfection of Lessor's rights and remedies as owner and Lessor of the Equipment, including Uniform Commercial Code forms. Notwithstanding the execution, delivery or filing of any instruments or documents, it is agreed that this transaction is a lease and is not intended as security.

Following the date ("Closing Date") which is the earlier of: (i) the date Lessee gives Lessor a Certificate of Acceptance for the last Item; (ii) the Purchase Cut-Off Date; or (iii) on such other day as is mutually agreed, Lessor shall send Lessee a Closing Schedule, setting forth any adjustments to payment schedules, stipulated loss values or other matters. Such Closing Schedule and the facts and determinations set forth therein shall upon execution by Lessee and Lessor be conclusive as to the matters therein. Alternatively, in lieu of signing the Closing Schedule, Lessee may, within thirty (30) days after the Closing Schedule is sent by Lessor to Lessee, give Lessor written notice identifying any claimed error therein. Notwithstanding any such notice, Lessee shall pay all rentals as they become due. If Lessee establishes an error that affects the amount of rentals, Lessor shall give Lessee a credit for any overpayment of rentals, and Lessee promptly shall pay to Lessor on demand any underpayments. If Lessee neither signs the Closing Schedule nor gives written notice of claimed errors, the Closing Schedule shall be conclusively deemed to be accurate thirty (30) days after the Closing Schedule is sent by Lessor to Lessee.

Lessee authorizes Lessor to insert in the Lease or the Closing Schedule, dates, models, serial numbers, and other pertinent data relative to the proper identification of Equipment and/or the Lessee.

If by the "Purchase Cut-Off Date" set forth in a Lease, Lessee shall not have given Lessor written notice of acceptance of an Item, Lessor shall have no obligation to purchase the Item or to lease it to Lessee. In such event Lessee shall immediately pay all accrued Interim Rental and reimburse Lessor for all sums Lessor may have paid for or with respect to the Item and for all Lessor's costs and expenses with respect thereto, and Lessee shall indemnify and defend Lessor against and hold Lessor harmless from any and all cost, expense, loss, liability and damage that Lessor may suffer or may be asserted against Lessor by reason of Lessor's failure or refusal to purchase such Item. Any such item shall be deemed to be deleted from the Lease and no longer included as an Item of Equipment.

2. Non-Cancellable Net Lease

EACH LEASE IS A NON-CANCELLABLE NET LEASE. WHEN LESSEE SIGNS AND DELIVERS A CERTIFICATE OF ACCEPTANCE FOR ANY ITEM, ITS OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE FOR THE ITEM AND OTHERWISE TO PERFORM AS REQUIRED UNDER THE RELATED LEASE IS UNCONDITIONAL, IRREVOCABLE AND INDEPENDENT. THESE OBLIGATIONS ARE NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCUSE OR SUBSTITUTION BY LESSEE. LESSEE IS NOT ENTITLED TO ANY ABATEMENT, REDUCTION, OFFSET, DEFENSE OR COUNTERCLAIM WITH RESPECT TO THESE OBLIGATIONS FOR ANY REASON, WHATSOEVER, WHETHER ARISING OUT OF DEFAULT OR OTHER CLAIMS AGAINST LESSOR OR THE MANUFACTURER OR SUPPLIER OF THE ITEM, DEFECTS IN OR DAMAGE TO THE ITEM, ITS LOSS OR DESTRUCTION, OR OTHERWISE. EACH LEASE IS INTENDED TO CONSTITUTE A TRUE LEASE AND NOT A SALE OF THE RELATED EQUIPMENT. TITLE TO THE EQUIPMENT WILL REMAIN WITH LESSOR AT ALL TIMES. LESSEE'S INTEREST IN THE EQUIPMENT IS LIMITED TO A LEASEHOLD.

3. Lessee's Warranties and Covenants

(a) Lessee represents and warrants to Lessor upon execution of this Agreement and each Lease, that: (i) unless Lease is a sole proprietorship it is a corporation, limited liability company or partnership duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and that it is qualified to do business in every jurisdiction where the failure to qualify would have a material adverse effect on Lessor's rights hereunder; (ii) it has taken all corporate, company or partnership action which may be required to authorize the execution, delivery and performance of this Agreement and each Lease; (iii) such execution, delivery and performance will not conflict with or violate any provision of its Charter or Articles or Certificate of Incorporation, By-laws, operating agreement or similar governing document, or any provisions thereof, or in the case of a partnership, its Certificate of Partnership or Limited Partnership and its Partnership Agreement, or in the case of a limited

liability company, its Articles of Organization, or result in a default or acceleration of any obligation under any agreement, order, decree or judgment to which it is a party or by which it is bound; (iv) it is not now in default under any of the same; (v) there is no litigation or proceeding pending or threatened against it which if decided adverse to Lessee's interests may have a material adverse effect on Lessee or which would prevent or hinder the performance by it of its obligations hereunder; (vi) this Agreement, each Lease and the attendant documents constitute valid obligations of the Lessee, binding and enforceable against it in accordance with their respective terms; (vii) no action by or with any commission or administrative agency is required in connection herewith; (viii) it has the power to own its assets and to transact business in which it is engaged; (ix) it will give to Lessor prompt notice of any change in its name, identity or structure; (x) each Lease will be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws; (xi) the financial statements and any other information furnished and to be furnished to Lessor are and will be true and correct at the time of delivery; (xii) as long as any Lease is in effect, Lessee will promptly furnish Lessor with annual balance sheets and profit and loss statements of Lessee and any guarantor of Lessee's obligations accompanied, at Lessor's request, by the audit reports of an independent certified public accountant acceptable to Lessor and such other information as Lessor may reasonably request at any time concerning Lessee and its affairs; (xiii) each Item shall be personal property and in good order and condition and, unless Lessor otherwise agrees in writing, has not been used prior to the time of Lessee's execution of the Certificate of Acceptance pertaining thereto; (xiv) at all times Lessee shall keep the Equipment in Lessee's possession at the address specified in the Lease unless Lessor shall otherwise consent in writing (the only requirement with respect to rolling stock is that it remain within the continental United States); (xv) Lessee shall not cause, suffer or permit any Item to be attached or affixed to real property or improvements thereon (collectively, "Realty") unless Lessor first shall consent thereto in writing and Lessee shall have obtained from all persons having any interest in the Realty written consents in form satisfactory to Lessor which approve such attachment, waive any claims to or encumbrances upon attached Items and consent to the detachment and removal of such Items at any time by Lessor or Lessee; and (xvi) notwithstanding attachment of any Items to Realty, all the Equipment at all times shall be and remain personal property.

4. Term of Lease

The term of each Lease ("Term") shall consist of an "Interim Term" and a "Basic Term." The Interim Term shall begin on the date that Lessee first gives Lessor written notice of acceptance of an Item or written approval for partial payment, whichever is earlier, and shall continue until the time the Basic Term begins. The Basic Term shall begin on the Closing Date and shall continue for the length of the Basic Term set forth in the respective Lease.

5. Interim Rental

During the Interim Term, Lessee shall pay rent monthly ("Interim Rental"), on a calendar month basis, in an amount determined by Lessor by applying the "Interim Rental Rate" set forth in the Lease to portions of the Total Cost then or theretofore expended by Lessor, for the number of days such sums are outstanding during such calendar month. Lessee shall pay Lessor each installment of Interim Rental on the fifteenth day after the end of such calendar month.

6. Periodic Rental

Lessee shall pay rent ("Periodic Rental") for the Basic Term in an amount calculated by multiplying the Total Cost by the Periodic Rental Rate set forth in the Lease multiplied by the number of periods constituting the length of the Basic Term. Lessee shall pay installments of Periodic Rental to Lessor in accordance with the payment schedule set forth in the Lease.

7. Late Payment

If any installment of rent or other sum owing under the Lease shall not be paid when due and shall remain unpaid for ten (10) days, Lessee shall pay Lessor a late charge equal to five percent (5%) of the amount delinquent, but in no event at a rate greater than limited by any applicable law. Such late charge is in addition to and not in lieu of other rights and remedies Lessor may have.

8. No Lessor Equipment Warranties

LESSOR LEASES THE EQUIPMENT AS-IS AND EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, DESIGN, QUALITY, CAPACITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, OR ANY OTHER MATTER, CONCERNING THE EQUIPMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY OR RELATING TO THE EQUIPMENT. LESSEE HAS SELECTED OR WILL SELECT BOTH THE EQUIPMENT OF THE TYPE AND QUANTITY WHICH IS THE SUBJECT HEREOF AND THE SUPPLIER FROM WHOM LESSOR PURCHASED THE EQUIPMENT.

9. Insurance

Lessee shall at all times prior to return of an Item to Lessor procure and continuously carry, maintain and pay for: (A) physical damage insurance providing "all risks" coverage for the Item in an amount not less than the full replacement value thereof and (B) bodily injury and property damage combined single limit liability insurance, all in such amounts and against such risks and hazards and with insurance companies and pursuant to contract or policies and with exclusions and deductibles thereon satisfactory to Lessor. All contracts and policies: (i) shall include provisions for the protection of Lessor notwithstanding any act or neglect of or breach or default by Lessee; (ii) shall provide that they may not be modified, terminated or cancelled unless Lessor is given at least thirty (30) days advance written notice thereof; (iii) shall contain endorsements (x) naming Lessor (and if Lessor requests at any time, any successor, assignee, or secured party of Lessor) as loss payee for physical damage insurance and as additional insured for liability insurance, (y) providing that such insurance is primary as to the Item without right of contribution from any other insurance, (z) providing thirty (30) days prior written notice to Lessor (and any successor, assignee, or secured party)

before coverage lapses or is cancelled or materially changed, or before there is a change in insurer. Lessee shall promptly notify any appropriate insurer and Lessor of each and every occurrence which may become the basis of a claim or cause of action against the insureds and provide Lessor with all data pertinent to such occurrence. Lessee will send Lessor a certificate evidencing such insurance and endorsements or copies of the policies upon request before the Item's Acceptance Date and whenever the insurance is renewed. As long as no Event of Default exists, Lessor will remit any physical damage insurance proceeds for an item to Lessee when Lessee either (A) provides evidence that the Item has been repaired and restored to the good operating order and condition required under Section 11, or (B) pays Lessor the amount due upon an Event of Loss as provided in Section 13.

10. Lessee Tax Indemnities

(a) **General.** Lessee will pay and defend, indemnify and hold harmless Lessor and any successor, assignee or secured party of Lessor on an after-tax basis from any and all Taxes (as defined below) on or relating to: (a) the Equipment; (b) its ordering, purchase by Lessor, acceptance, delivery, installation, ownership, leasing, possession, maintenance, documentation, use, operation, transportation, return or other disposition; (c) its rentals, receipts or earnings; and (d) any Lease. "Taxes" means taxes, fees, or other governmental charges that are not based on the net income of the indemnified party, whether they are assessed to or payable by Lessee or an indemnified party, and includes without limitation: (a) franchise, business and occupation, gross receipts, sales, use, licensing, registration, titling, stamp and personal property taxes; (b) levies, imposts, duties, charges and withholdings; and (c) penalties, fines, and additions to tax and interest. Lessee shall not be obligated to pay any amount under this section so long as it shall in good faith and by appropriate proceedings contest the validity or the amount thereof, unless such contest would adversely affect the title of Lessor to any Item of Equipment or would subject any Item to forfeiture or sale. Lessee shall indemnify and hold harmless Lessor, on an after-tax basis, against any and all loss, claims, demands and expenses, including legal expenses, resulting from any such non-payment or contest.

Unless Lessor elects otherwise, Lessor will prepare and file all reports and returns relating to Taxes covered by this Section and will pay all such Taxes to the appropriate taxing authority. Lessee will reimburse Lessor for all such payments promptly on request. However, if Lessor elects, upon written notice to Lessee, Lessee will prepare and file all such reports and returns, pay all such Taxes directly to the taxing authority and deliver to Lessor reasonable evidence thereof.

Upon termination of this Lease as to any Item, Lessee will, on request, advance to Lessor the amount estimated by Lessor to equal personal property taxes on the Item which are not yet payable but for which Lessee will afterward become liable hereunder. Lessor will account to Lessee for such advances.

(b) **Federal Tax Indemnities.** If Lessor shall lose the right to claim, suffer a disallowance of or be required to recapture all or any portion of the accelerated cost recovery deductions pursuant to Internal Revenue Code Section 168 with respect to the Total Cost for property with recovery period(s) referred to in the Lease; then, unless such result is due to Lessor's act or omission (other than its exercise of remedies after default) or to a loss for which Lessee pays the Stipulated Loss Value of the affected Equipment, Lessee shall pay to Lessor on demand a sum equal to the amount of deductions or credits lost by Lessor as a result of such event, plus the amount of any interest, penalties and additions to tax payable by Lessor as a result of such event. The amount of lost deductions and credits to be paid by Lessee pursuant to this Section shall be computed by Lessor so as to cause Lessor's after-tax rate of return on investment and after-tax cash flows in respect of the Lease to equal that which would have been realized by Lessor if such event had not occurred, but without regard to whether Lessor has or would have had taxable income sufficient to use the lost deductions or credits. Lessee shall indemnify and hold harmless Lessor from and against any and all taxes, assessments and other charges imposed upon Lessor under the laws of any federal, state, local or foreign government or taxing authority, as a result of any payment made by Lessee pursuant to this Section 10.

11. Maintenance and Alterations

(a) Lessee at its expense at all times shall maintain, service and repair any damage to the Equipment so as to: (i) keep the Equipment in good and efficient working order, condition and repair, ordinary wear and tear resulting from proper use excepted, and make all inspections and repairs, including replacement of worn parts (which replacement parts shall be free and clear of all liens and encumbrances and shall, upon incorporation into the Item, become the property of Lessor free and clear of any and all liens and encumbrances and subject to the related Lease), to effect the foregoing and to comply with requirements of laws, regulations, rules and provisions and conditions of insurance policies; and (ii) pay all costs, expenses, fees and charges incurred in connection with the use or operation of the Equipment and of each Item, including but not limited to repairs, maintenance, storage and servicing. ~~Lessee will maintain in effect a warranty by or maintenance contract with the manufacturer or other recognized maintenance provider of the Equipment, and will send Lessor a copy of such warranty or contract on request.~~ If Lessee has the Equipment maintained by someone other than the manufacturer, Lessee will pay any costs necessary to have the manufacturer re-certify the Equipment for continued maintenance at the expiration of its Lease Term or any Renewal Term. Lessee shall not make any alterations, substitutions, improvements or additions to the Equipment or Items, except those required in order to comply with laws, regulations, rules and insurance policies, unless Lessor first shall have consented thereto in writing. Notwithstanding any consent by Lessor, Lessee shall pay all costs and expenses of the foregoing. All replacements, repairs, improvements, alterations, substitutions and additions shall constitute accessions to the Equipment and title thereto shall vest in Lessor, and shall be free of any and all liens. In performing its obligations under this Section, Lessee will not treat the Equipment less favorably than similar equipment that it owns or leases, or reduce its performance in contemplation of expiration of the Term or any Renewal Term.

(b) Lessor hereby transfers and assigns to Lessee, for so long during the Term and any Renewal Term as Lessee is not in default, Lessor's right, title and interest in, under and to any assignable factory and dealer warranty, whether express or implied, with respect to the Equipment. All claims and actions upon any warranty shall be made and prosecuted by Lessee at its sole cost and expense. Lessor shall have no obligation to make or prosecute any claim upon or under a warranty.

12. Use; Quiet Enjoyment

So long as Lessee shall not be in default, Lessee shall be entitled to the possession, use and quiet enjoyment of the Equipment during the Term and any Renewal Term in accordance with the terms of the Lease. Unless a purchase option is exercised, Lessee shall deliver and surrender the Equipment to Lessor at the end of the Term or Renewal Term in accordance with Section 16 hereof. Lessee warrants that the Equipment will at all times be used and operated solely in the conduct of Lessee's business in a careful and proper manner for the purpose for which it was designed and intended and under and in compliance with manufacturer's specifications and applicable laws and all lawful acts, rules, regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of such property, except that Lessee may in good faith and by appropriate proceedings contest the application of any such rule, regulation or order in any reasonable manner that will not adversely affect the title of Lessor to any Equipment or subject the same to forfeiture or sale. Lessee will not permit its rights or interest hereunder to be subject to any lien, charge or encumbrance and will keep the Equipment free and clear of any and all liens, charges, encumbrances and adverse claims (except those arising from acts of Lessor). Lessor may inspect the Equipment and its maintenance records on reasonable notice and subject to Lessee's security procedures. All such inspection rights are for the sole benefit of Lessor and shall not be construed to impose any obligation on Lessor, whether or not Lessor makes any inspections or receives any reports.

13. Event of Loss

Each Lease is a net lease. Lessee assumes all risk of and shall indemnify and hold harmless Lessor from and against all damage to and loss of the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance (an "Event of Loss"). Except as otherwise specifically provided herein, neither this Agreement nor related Lease shall terminate and there shall be no abatement, reduction, suspension or deferment of Interim or Periodic Rental for any reason, including damage to or loss of the Equipment or any one or more Items. Lessee promptly shall give Lessor written notice of any material loss or damage, describing completely and in detail the cause and the extent of loss and damage. Upon the occurrence of an Event of Loss, at its option Lessee shall: (i) repair or restore the damaged or lost Items to good condition and working order; or (ii) replace the damaged or lost Items with similar equipment of equal value in good condition and working order; or (iii) pay Lessor in cash the Stipulated Loss Value, as defined below of the damaged or lost Items. Upon Lessee's complying with the foregoing, Lessor shall pay or cause to be paid over to Lessee the net proceeds of insurance, if any, with respect to such damage or loss. "Damage" and "loss" shall include damages and losses of any kind whatsoever including, without limitation, physical damage and partial or complete destruction, including intentionally caused damage and destruction, and theft. Upon payment by Lessee of the Stipulated Loss Value for an Item, along with any rent, late charges, taxes, or other amounts then due and owing, Lessor will then deliver a Bill of Sale for the Item, and Lessee's obligation to pay rent for the Item will terminate.

The Stipulated Loss Value of an Item as of any date shall equal a sum computed by Lessor, which shall not exceed the amount determined by multiplying the Total Cost of the Item by the Stipulated Loss Factor as set forth in the applicable Closing Schedule for the Lease year during which the loss of the Item occurs.

14. Ownership and Marking

Lessee has not and by execution and performance hereof will not have or obtain any title to the Equipment or any other interest therein except as Lessee hereunder and subject to all the terms hereof. Title to the Equipment shall at all times remain in Lessor and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens other than the rights of Lessee hereunder and claims and liens created by or arising through Lessor. Lessee will treat this transaction as a lease for tax purposes and will not claim any credit or deduction inconsistent with Lessor's ownership of the Equipment. If Lessor supplies Lessee with labels designating its interest in the Equipment, Lessee shall affix the same to and keep them in a prominent place on the Equipment.

Notwithstanding the express intent of the parties, should a court of competent jurisdiction determine that this Agreement is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes hereof, Lessee shall be deemed to have hereby granted Lessor a security interest in this Lease, the Equipment, and all accessions thereto, substitutions and replacements therefor, and proceeds (including insurance proceeds) thereof, to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee to Lessor, now existing, or hereafter created; provided however, that the foregoing shall not apply if such determination is made solely for purposes of federal tax laws and regulations.

15. Lessee's General Indemnities

(a) Lessee will pay and defend, indemnify and hold harmless Lessor and any successor, assignee or secured party of Lessor, on an after-tax basis from and against any claim, cause of action, damage, liability, cost or expense (including but not limited to legal fees and costs) which may be asserted against or incurred in any manner by or for the account of Lessor: (i) relating to the Equipment or any part thereof, including without limitation the manufacture, construction, purchase, delivery, acceptance or rejection, installation, ownership, sale, leasing, removal or return of the Equipment, or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects are latent or discoverable); (ii) by reason or as a result of any act or omission of Lessee for itself or as agent or attorney-in-fact for Lessor hereunder; (iii) as a result of claims for patent, trademark or copyright infringement; (iv) as a result of product liability claims or claims for strict liability; or (v) resulting from claims for personal injury, death or property damage.

16. Lessee Options at Expiration of Lease Term

(a) At least One Hundred Twenty (120) days before the expiration of the Term of the first Item accepted under each Lease, Lessee will give Lessor written notice electing one of the following options with respect to all (but not less than all)

Items covered by the Lease, to be performed with respect to each Item at the expiration of its Term: (i) renew the Lease as to all such Items at their Fair Market Rental Value (as defined below) subject to the provisions of the next paragraph; (ii) purchase all such Items for their Fair Market Value (as defined below) on the last day of the Term; or (iii) return all such Items to Lessor in accordance with (b) below.

If Lessee purchases an Item, it will also pay all sales, use and similar taxes imposed in connection with the purchase. When Lessor receives the Item's purchase price and any such taxes, and all other amounts due under the Lease it will deliver to Lessee a Bill of Sale for the Item "AS IS - WHERE IS" without recourse to or representation or warranty by Lessor except for a warranty that the Item is free and clear of liens, claims and encumbrances created by contract by Lessor or arising out of claims against Lessor unrelated to its ownership or leasing of the Equipment.

Lessee's renewal option is for a single renewal term (the "Renewal Term") of one year unless otherwise agreed by Lessor and Lessee in writing, but is not available if an Event of Default, or an event which would become Event of Default with passage of time or giving of notice or both, exists or if there has been a material adverse change in Lessor's sole discretion since the date of the Lease in the financial condition of Lessee or any guarantor of Lessee's obligations under the Lease. The terms and conditions under the Lease shall continue to apply to the Items during any Renewal Term except that rent payable for each Item shall be its then Fair Market Rental Value. At least one hundred twenty (120) days before the expiration of any Renewal Term, Lessee will give Lessor written notice electing one of the following options with respect to all (but not less than all) Items covered by the renewal, to be performed with respect to each Item at the expiration of its renewal term: (i) purchase all such Items for their then Fair Market Value; or (ii) return all such Items to Lessor.

Each notice delivered by Lessee required above will constitute Lessee's irrevocable agreement to perform the action elected in the notice.

(b) At the expiration of the Term or Renewal Term of each Item that Lessee does not purchase, Lessee will at its sole expense and risk de-install, pack, and crate such Items and return them to Lessor (all in accordance with industry standards and the manufacturer's recommendations and maintenance certification standards) at any location in the continental United States designated by Lessor in the good operating order and condition required under Section 11, free of all liens, claims and encumbrances as provided in Section 14, together with all related plans, specifications, operating manuals, maintenance records and similar documents. If for any reason Lessee fails to return any Item as required in the condition required, Lessee's obligations under the related Lease shall continue in full force and effect on a month to month basis as to the Item and Lessee will continue to pay the current rent for the Item.

(c) The "Fair Market Value" and "Fair Market Rental Value" of any Item shall be the amount that would be paid for an Item in an arm's length transaction between an informed and willing buyer or lessee (other than a used equipment dealer) to an informed and willing seller or lessor, neither under any compulsion to buy, sell or lease. Costs of removal from the location of use shall not be deducted from such value. If Lessee has not maintained the Item to the standards required by this Agreement, Fair Market Value or Fair Market Rental Value shall be determined as though the Item had been maintained to those standards. If Lessor and Lessee have not agreed on the Fair Market Value or Fair Market Rental Value of an Item by the sixtieth (60th) day before its Term or Renewal Term expires, it shall be determined by averaging the determinations (disregarding the one that differs most from the other two) of three qualified independent appraisers, one appointed by Lessor, the second by Lessee, and the third by the first two appraisers or by a court having jurisdiction. Lessor and Lessee shall each pay the cost of its appointed appraiser and shall each pay half of the cost of the third appraiser.

17. Lessor May Perform

If Lessee at any time shall fail to pay any sum which Lessee is required by this Agreement to pay or shall fail to do or perform any other act Lessee is required by this Agreement to do or perform, Lessor at its option may pay such sum or do or perform such act, and Lessee shall reimburse Lessor on demand for the amount of such payment and for the cost and expense which may be incurred by Lessor for such acts or performance, together with interest thereon at the Default Rate from the date of demand until paid.

18. Default

(a) **Events of Default.** Each of the following shall constitute an event of default ("Event of Default"): (i) failure to perform and comply with the provisions and conditions of Section 9 hereof or to pay any sum, including installments of rental, within ten (10) days of the date when due; (ii) failure to perform and comply with any other provision or condition of this Agreement within thirty (30) days after Lessor shall have given Lessee written notice of default with respect thereto, or failure to make good, within thirty (30) days after written notice by Lessor to Lessee, any representation or warranty, whether made in this Agreement or any Lease or in any certificate, agreement, instrument or statement, including income and financial statements, which shall prove to have been incorrect in any material respect when made; (iii) any event of default occurs with respect to any obligations of Lessee to Lessor on or with respect to any transactions, debts, undertakings or agreements other than this Agreement; (iv) the failure of Lessee generally to pay its debts as they become due in the ordinary course of business, or the filing of any application for the appointment of a receiver for a major part of Lessee's assets or the filing of any petition or application by or against Lessee under any present or future laws for the relief of debtors or for the subjection of the property of a debtor to the control of any court, tribunal or agency for the benefit of creditors, including proceedings under the Bankruptcy Code, if the proceeding commenced by such filing, if instituted against Lessee, shall not be dismissed for a period of sixty (60) days; (v) the execution by Lessee of a general assignment for the benefit of creditors; (vi) Lessee winds up, dissolves or otherwise terminates its corporate, partnership or limited liability company existence, or consolidates with or merges with or into any entity, or sells, leases or otherwise transfers substantially all of its assets to any entity, or incurs a substantial amount of indebtedness other than in the ordinary course of its business, or engages in a leveraged buy-out or any other form of corporate reorganization, including conversions to Sub "S" corporation status.

(b) **Effect on Lessor's Obligation.** Upon the occurrence of an Event of Default, Lessor shall have no further obligation to Lessee to purchase Equipment or Items or to lease any thereof to Lessee.

(c) **Remedies.**

Upon the occurrence of an Event of Default as provided above, Lessor may at its option:

- (i) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Agreement and applicable Lease or to recover damages for the breach thereof; or
- (ii) by notice in writing to the Lessee terminate Lessee's right of possession of the Equipment, whereupon all rights of the Lessee to possess and use the Equipment shall absolutely cease and terminate, but Lessee shall remain liable as follows.

Upon such a termination, Lessee at its expense shall immediately redeliver the Equipment to Lessor at the location specified in Section 16 (b) hereof. If Lessee shall fail to do so, Lessor may retake possession of the Equipment by entering upon any premises at any reasonable time and thereafter Lessor may hold, possess, sell, upgrade, lease to others or enjoy the same, free from any right of Lessee, or its successors or assigns. If Lessor so retakes possession, Lessee upon demand shall reimburse Lessor for all costs and expenses relating thereto. Notwithstanding such redelivery or retaking Lessor shall have a right to recover from Lessee any and all amounts which under the terms of this Agreement may be then due or which may have accrued to the date of such termination, and also to recover forthwith from the Lessee its damages for loss of a bargain and not as a penalty, an amount equal to the higher of Fair Market Value or the Stipulated Loss Value of the Equipment as of the rent payment date on or next preceding the date of default, less:

(A) the amount Lessor in fact receives from the sale of the Equipment, after deduction of all estimated expenses of such sale (Equipment which Lessor is unable to recover shall at Lessor's option be deemed worthless); or

(B) at Lessor's election, the present value of the non-cancellable regularly scheduled rentals receivable from a subsequent lease of all or part of the Equipment entered into by Lessor (discounted at the Default Rate), and taking into account only the rentals receivable from the commencement date of such subsequent lease until the end of the Term for such Equipment.

In addition to all amounts and damages to which Lessor is entitled as set forth above, Lessee shall be liable to Lessor for all costs and expenses incurred by Lessor by reason of Lessee's breach or default. Lessee shall also be liable for interest on any of the above referenced amounts from and after the due date at the Default Rate, or the legal limit, whichever is smaller.

Lessor's costs and expenses incurred by reason of Lessee's breach or default shall include, without limitation, costs and expenses of receiving or retaking possession of the Equipment, storing, holding, transporting, insuring, caring for, servicing, maintaining and renting the Equipment or Items and collecting rents and professional fees and expenses with respect to or incurred by reason of the breach or default, including legal fees and expenses for advice and legal services in any actions or proceedings which Lessor may commence or in which Lessor may appear or participate to exercise or enforce any rights or remedies or to protect or preserve any rights or interests, and in all reviews of and appeals from any such actions or proceedings.

The "Default Rate" of interest shall be a rate per annum computed monthly which shall be five (5) percentage points above the prime rate, but not greater than the maximum rate, if any, limited by applicable law. The "prime rate" referred to in this Agreement shall mean the rate per annum announced by Chase Manhattan Bank, New York City, from time to time as its prime rate, whether or not such rate is applied by said bank to any then outstanding loans, changing with each announced change of such prime rate.

19. Rights Cumulative

Unless otherwise expressly provided herein, all rights and remedies of Lessor are concurrent and cumulative. The exercise or partial exercise of any remedy shall not restrict Lessor from further exercise of that remedy or any other remedy.

20. Non-Waiver

Neither the acceptance by Lessor of any payment or any other performance, nor any act or failure of Lessor to act or to exercise any rights, remedies or options in any one or more instances shall constitute a waiver of any such right, remedy or option or of any other then existing or thereafter accruing right, remedy or option, or of any breach or default then existing or thereafter occurring. No purported waiver by Lessor of any right, remedy, option, breach or default shall be binding unless in writing and signed by an officer of Lessor. A written waiver by Lessor of any right, remedy, option, breach or default shall not constitute a waiver of any other then existing or thereafter accruing right, remedy or option or of any other then existing or thereafter occurring breach or default.

21. Notices; Payments

(a) A written notice may be given: (i) by personal delivery of the same to a corporate officer of the party to whom it is directed (the "Addressee"), or to a general partner if the Addressee is a partnership, or to a member of a limited liability company, or to the owner if the Addressee is a sole proprietorship; (ii) by mailing the notice to the Addressee by first class mail, registered or certified, with postage prepaid, addressed to the Addressee at the address following its name in the opening paragraph of this Agreement or to such other address as Addressee may specify by notice in writing given in accordance with this Section; or (iii) by overnight courier service. Notice shall be effective upon delivery if sent pursuant to (i), effective three (3) days after mailing, or effective the next day if sent by overnight courier. A "business day" shall be any day that is not a Saturday or Sunday or a legal holiday.

(b) The Lessee shall make all payments to Lessor at the place where the notice is to be mailed to Lessor pursuant to (a). Payments are deemed paid when received by Lessor.

22. Assignment

(a) LESSEE WILL NOT SUBLEASE OR LEND ANY ITEM OR SELL, ASSIGN, TRANSFER OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF ITS INTERESTS IN THE EQUIPMENT OR ANY LEASE WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Lessor's consent to an assignment, sublease, transfer, sale or grant in any one or

more instances shall not impose any obligation upon Lessor to consent to any other or further assignments. Lessor's consent to an assignment, sublease, transfer, sale or grant shall not release Lessee from any obligations with respect to the Lease unless expressly so stated in the written consent.

(b) All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Lessee but subject always to the rights of Lessee under this Lease. If Lessee is given notice of any such assignment, Lessee shall acknowledge receipt thereof in writing. If Lessor assigns this Agreement or any Lease or the rent due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor and Lessee, shall excuse performance by Lessee of any provision hereof or give rise to any defense, counterclaim or set off, with respect to Lessee's obligations under the Lease, it being understood that in the event of such default or breach by Lessor that Lessee shall pursue any rights on account thereof solely against Lessor through a claim for damages. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Agreement.

23. Survival

The representations, warranties, indemnities and agreements of Lessee, and Lessee's obligations under any and all provisions of this Agreement, shall survive the expiration or other termination of this Agreement, shall be binding upon its successors and assigns and are expressly made for the benefit of and shall be enforceable by Lessor and its successors and assigns.

24. Miscellaneous

(a) The term "Lessor" shall mean the Lessor named herein and its successors and assigns.

(b) Whenever the context so requires, any pronoun gender includes all other genders, and the singular includes the plural. If more than one person constitute Lessee, whether as a partnership or otherwise, all such persons are and shall be jointly and severally liable for all agreements, undertakings and obligations of Lessee.

(c) All captions and section, paragraph and other divisions and subdivisions are for convenience of reference only and shall not affect the construction, interpretation or meaning of this Agreement or any Lease or of any of the provisions thereof.

(d) THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF.

(e) This Lease shall be binding upon and, except as limited in Section 22 hereof, shall inure to the benefit of Lessor and Lessee and their respective successors and assigns.

(f) THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

(g) Lessee's obligation to pay or reimburse Lessor for expenses as provided hereunder shall be limited to reasonable expenses.

(h) LESSEE AND LESSOR EACH WAIVES FOR ITSELF AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT, ANY LEASE OR OTHER RELATED DOCUMENT.

(i) Lessee hereby authorizes Lessor, in such jurisdictions where such action is authorized by law, to execute financing statements regarding the Equipment on Lessee's behalf or to effect recordation or filing of such financing statements without Lessee's signature thereon.

25. Article 2A Waivers

If Article 2A of the Uniform Commercial Code is adopted under applicable state law and applies to this Agreement or to any Lease, then Lessee, to the extent permitted by law, waives any and all rights and remedies conferred upon a lessee by Sections 2A-508 through 2A-522 of such Article 2A, including, but not limited to, Lessee's rights to:

(i) cancel or repudiate this Agreement or a Lease;

(ii) reject or revoke acceptance of the Equipment;

(iii) claim, grant or permit attachment of a security interest in the Equipment in Lessee's possession or control for any reason;

(iv) deduct from Interim or Periodic Rental payments, or other amounts due hereunder, all or any part of any claimed damages resulting from Lessor's default, if any, under this Agreement or any Lease;

(v) accept partial delivery of the Equipment or an Item thereof;

(vi) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for Equipment designated in this Agreement or any Lease; and

(vii) obtain specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified in any Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use or dispose of any Equipment in mitigation of Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies.

26. Entire Agreement

This Agreement, applicable Leases, Certificates of Acceptance and Closing Schedules shall constitute the entire agreement between the parties and shall not be altered or amended except by an agreement in writing signed by the parties hereto or their successors or assigns.

IN WITNESS WHEREOF Lessor and Lessee have signed this agreement as of the day and year first hereinabove written.

LESSOR:

MetLife Capital, Limited Partnership

By: MetLife Capital Corporation
Its: General Partner

By: [Signature]
Its: Vice President

Date Signed: 11-13-95

LESSEE:

Furr's Supermarkets, Inc.

By: [Signature] PATRICK TOTMAN
Its: CFO - SUP

By: [Signature] MELISSA PORTER
Its: DIRECTOR, TREASURY & TAXATION

Date Signed: 10/24/95

Author: Jeff A. Millard at MetCapW1
Date: 10/27/95 1:35 PM
Priority: Normal
TO: Margaret Vincent
Subject: Re: Furr's Supermarkets

----- Message Contents -----

This is fine with me as long as the equipment is restricted to grocery store FF&E.

Jeff

----- Reply Separator -----

Subject: Furr's Supermarkets
Author: Margaret Vincent at MetCapW1
Date: 10/27/95 10:34 AM

Jeff,

As discussed, please approve the customer's request to strike out "Lessee will maintain in effect a warranty or maintenance contract with the manufacturer or other recognized maintenance provider of the Equipment, and will send Lessor a copy of such warranty contract on request." from Master Equipment Lease Agreement Section 11. Maintenance and Alterations subsection (a).

Thanks
Margaret

LEASE CLOSING SCHEDULE

Lessee Name: Furr's Supermarkets, Inc.
 Equipment Lease No.: 1022595
 Master Equipment Lease Agreement Dated: October 24, 1995
 Schedule No.: 001
 Closing Date: February 28, 1996

1. Description of Equipment:
 Grocery Store furniture fixtures and equipment per the attached exhibit "A" herein incorporated by this reference.

2. Location of Equipment: (Lessee agrees that the Equipment will at all times remain in the possession and control of Lessee at the location(s) specified below, and will not be removed without Lessor's prior written consent.)

 #874 Tramway & Lomas, Albuquerque, NM 87123 (Bernalillo County)

3. Total Equipment Cost: \$1,638,316.92

4. Periodic Rent:
 The total sum of \$ 2,003,335.12
 Dollars in Sixty (60) installments of \$ 28,295.70 and twelve (12) @\$25,466.16
 Dollars each, payable commencing on March 28, 1996
 and at monthly in arrears intervals thereafter.

Rental Adjustment: The rental factor will be adjusted at lease closing in accordance with the following formula.

The rental factor will be converted to a simple interest equivalent rate that is then increased or decreased 1% for each 1% (or pro rata for any fraction of 1%) change in the average yield of four (4) year U.S. Treasury Notes (as published in Federal Reserve Statistical Release H.15[519]) from the complete one week period immediately preceding the date of and the complete one week period immediately preceding the date of lease closing.

At Lease expiration, Lessee shall have the right to purchase the Equipment for its then Fair Market Value or to renew the Lease on an annual basis for its then Fair Market Rental Value.

Lessee shall have the option to purchase all but not less than all of the Equipment at the end of the sixtieth (60) month thereof (the "Early Purchase Option Date") for an amount (the "Early Purchase Option Price"), payable in immediately available funds, equal to twenty and seventy one hundredths percent (20.70%) of the Acquisition Cost, plus an amount equal to all sales or excise taxes on or measured by the sale of the Equipment to Lessee, and provided further that Lessee shall have notified Lessor in writing of Lessee's intention to exercise such option not more than ninety (90) nor less than sixty (60) days prior to the Early Purchase Option Date. Such option shall be only on the Early Purchase Option Date and at no other time. If the Early Purchase Option Price of the Equipment has not been paid to Lessor on the Early Purchase Option Date, Lessee shall continue to pay rent for the Equipment as specified in the Lease.

In addition, adjustment of the rental factors as provided may require corresponding adjustments to the Early Purchase Option Price to preserve Lessor's anticipated transaction economics. Lessee will be provided with adjusted percentages at the time this option to fix is exercised.

5. Insurance Required (All policies to require at least 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$1,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the equipment, based on the original equipment cost of \$1,638,316.92 and Loss Payable Endorsement naming Lessor as loss payee.
 - c. Other: N/A

6. Stipulated Loss Values:

First Year: <u>102.5003</u> %	Fourth Year: <u>67.1426</u> %
Second Year: <u>94.2136</u> %	Fifth Year: <u>51.1519</u> %
Third Year: <u>81.5814</u> %	Sixth Year: <u>20.7000</u> %

This Exhibit "A" is attached to and made a part of that certain Lease Closing Schedule -001 between MetLife Capital, Limited Partnership as Lessor and Furr's Supermarkets, Inc. as Lessee

Location:	#874 Tramway & Lomas, Albuquerque, NM 87123 (Bernalillo County)		
Vedor/Invoice	Equipment Description	Amount	Total
Boston Retail Products 116163	(14) Str. Beams	\$951.56	
	Three (3) Tru Corners	\$203.67	
	Conectors, cables, h/dwr. kit	\$410.86	
	Freight	\$142.89	
	Total		\$1,708.98
Hitech 1550	One(1) Icing warmer model 500	\$137.40	
	Freight	\$14.00	
	Total		\$151.40
Southbend 543176	One(1) Programable single deck s/n 94C81918	\$2,306.40	
	Total		\$2,306.40
Stanley Magic Door Inc. 339903823	Progress billing for Automatic Door Installation	\$19,762.00	
	Total		\$19,762.00
Structural Concepts 97527	Three(3) Basix Floral Wall s/n 912375JY001821-001823	\$675.00	
	Three(3) Basix Floral Wall s/n912375JY001814-001816	\$450.00	
	Three(3) Basix Floral Wall s/n912375JY001811-001813	\$300.00	
	Four (4) Basix Floral Island. s/n912375JY001831-001834	\$900.00	
	Four (4) Basix FLoral Island s/n912375JY001807-001810	\$600.00	
	Four(4) Basix Floral Island s/n912375JY001803-001806	\$400.00	
	One(1) 90Deg. WEdge s/n 912375iy001728	\$830.00	
	Freight	\$1,238.66	
	Total		\$5,393.66
Universal Stainless 0011805-IN	Thirteen (13) 80lb worktables	\$3,344.10	
	Four(4) Maple flat top table	\$1,103.69	
	Two(2) Three compartment bakery sink	\$3,008.75	
	Two(2) work tables 337lbs	\$1,820.80	
	Seven(7) 186lb work table	\$2,373.50	
	Two(2) Fish sinks w/drainboard	\$3,740.00	
	One(1) Custom produce sink	\$1,614.00	
	Five(5) 60lb worktable	\$1,086.00	
	One(1) 80lb worktable	\$267.30	
	One(1) 120lb worktable	\$314.40	
	One(1) Fishsink w/cutting board	\$1,276.00	
	One(1) 132lb work table	\$250.40	
	Total		\$20,198.94
American Metro Communications 13397	Deposit on Telephone Sytsem	\$4,900.00	

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	Total		\$4,900.00
Barker Co. 5544	One(1) 8'low profile floral bouquet S/N FT8MR951014-1	\$5,972.00	
	One(1) 6'open upright floral bouquet S/N NFO6R951014-1	\$4,954.00	
	Three(3) 4'floral bouquet S/N FT4R951014-1/FT4R961014-2/ S/N FT4R951014-3	\$16,481.00	
	Freight	\$1,476.00	
	Total		\$28,883.00
Contract Freighters 1397153	Freight	\$1,953.93	
	Total		\$1,953.93
Central Freight Lines 57432352-3	Freight	\$255.52	
	Total		\$255.52
Espinosa Cartage Co. 101652	Freight	\$475.00	
101653	Freight	\$475.00	
	Total		\$950.00
Edgeworth Construction 1132	Labor & Materials to install Refrig.	\$9,350.00	
	Total		\$9,350.00
Hubert 243355	One(1) Processor cont. feed	\$1,337.60	
	Three(3) Slicing plates	\$396.15	
	Two(2) Grating plates	\$264.10	
	Two(2) Dicing grids	\$247.00	
	Freight	\$16.25	
	Total		\$2,261.10
Hussman 91315	Freight	\$650.00	
	Total		\$650.00
Hogan 1130678-02	Freight	\$1,923.24	
1130679-00	Freight	\$1,923.24	
1130672-00	Freight	\$1,923.24	
1130673-02	Freight	\$1,923.24	
1130670-00	Freight	\$1,923.24	
1130671-00	Freight	\$1,923.24	
1130675-00	Freight	\$1,923.24	
1103674-00	Freight	\$1,923.24	
1130677-02	Freight	\$1,923.24	
	Total		\$17,309.16
JD Store 115974-00	One(1) Rolling cart video return	\$159.95	
	Freight	\$18.12	
	Total		\$178.07
The Mat Works S43163	(72) Designate 6x6x7	\$3,240.00	
	Freight	\$104.26	
	Total		\$3,344.26

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Oliver Products			
567497	One(1) Automatic bun rounder s/n 140475	\$5,976.00	
	One(1) Pan sheeter moulder s/n 140576	\$5,775.00	
	Total		\$11,751.00
Programmed Products			
31054	Design drawing & specs	\$1,218.75	
	Total		\$1,218.75
The Software Comapny			
992337	One(1) MLINK Runtime	\$650.00	
	Freight	\$5.00	
	Total		\$355.00
Stanley Magic Door			
339903858	Auto door install balance	\$2,818.00	
	Total		\$2,818.00
Win-Holt			
497703-001	One(1) Receiving desk	\$271.80	
	Freight	\$81.20	
	Total		\$353.00
Unarco			
537569	Freight on stock carts	\$1,605.47	
	Total		\$1,605.47
Yellow Feight			
365-260997	Freight	\$433.81	
	Total		\$433.81
Diehl Equipment Co.			
11226	Refrigeration Installation	\$64,825.00	
	Total		\$64,825.00
National Cart			
39084	Eight (8) Aluminum Pan rackend loader	\$1,130.40	
	Twelve(12) Dunnage racks	\$637.20	
	Two(2) Enclosed cabinets	\$760.50	
	Eight (8) Dunnage racks	\$424.80	
	Four(4) 13x72" wallmount boat rack	\$468.00	
	Two(2)48' wallmount boat rack	\$171.00	
	Ten(10) 8 shelf platter cart	\$1,480.50	
	One(1) Product lug cart	\$50.85	
	One(1) Product lug cart	\$91.80	
	Twelve(12) Polyethylene Utility lug	\$71.82	
	One(1) Bulk mover frame & tub	\$157.50	
	Four(4) single cart coral	\$684.00	
	Three(3) 2 wheel stand truck	\$141.75	
	Two(2) entry bike racks	\$272.70	
	Freight	\$1,582.85	
	Total		\$8,125.67
Refrigeration Technologies			
3416	One(1) Leer walkin freezer 12'x40'x10'	\$8,718.00	
	Changing box height	\$935.00	
	Total		\$9,653.00
Specs Refrigeration			
3798	50% Construction payment	\$16,500.00	
	Total		\$16,500.00

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 MetLife Capital, Limited Partnership as Lessor and Furr's Supermarkets, Inc. as Lessee

TL Industries			
6951	One(1) Vertical Baler	\$6,340.00	
	Total		\$6,340.00
6951F	Freight for baler	\$750.38	
	Total		\$750.38
ABF Freight Systems			
002003591	Freight	\$610.50	
	Total		\$610.50
Barker CO.			
5860	One(1) 5' cash counter s/n CWC60951110-1	\$1,375.00	
	One(1) Bakery dry wall S-serve s/n BWU59D951110-1	\$4,903.00	
	One(1) bwu-77d Bakery dry wall s/n BWU77D951110-1	\$4,407.00	
	One(1) bwu-77d Bkarey dry wall s/n BWU77D951110-2	\$4,538.00	
	One(1) BLF-W Bakery dry wall display s/nBLFW951110-1	\$975.00	
	One(1) 12' remote service Bakery s/nBL144SR951110-1	\$7,758.00	
	One(1) 4'Bakery wall chelv roolbin s/nBWS48R951110-1	\$4,133.00	
	One(1) BWS Bakery self serve bread s/n BWS72B951110-1	\$3,651.00	
	One(10) BWS Bakery self serve bread s/n BWS73B951110-2	\$3,651.00	
	Freight	\$1,952.40	
	Total	\$37,343.40	\$37,343.40
CF Motor freight			
939-375802	Freight	\$500.96	
	Total		\$500.96
Clamp Swing Pricing			
86972	(200) Sign holders	\$950.00	
	Freight	\$46.70	
	Total		\$996.70
Hussmann			
91332	One(1) 8f salad case modelP4-8E	\$3,949.00	
	Total		\$3,949.00
91324	Three (3) Heat reclaim water tank	\$4,875.00	
	Total		\$4,875.00
Lozier			
752021-001-00	Eleven(11) Multi Fnctn. light valance Eleven(11) Light fix. 96l single tube One(1) Light valance end cover	\$906.95	
	Freight	\$87.91	
	Total		\$994.86
752021-009-00	Forty(40) base panel & tags	\$41.76	
	Total		\$41.76
Medley			
500894	One(1) Yale walkie stacker s/n N594629	\$16,885.00	
	One(1) E;ectric pallet truck	\$3,745.00	

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		s/nA827N062485	
MDI		Total	\$20,630.00
00012337		Two(2) 24x36 food court backlite	\$754.40
		Freight	\$24.94
		Total	\$779.34
McCue		Freight	\$182.50
047437		Total	\$182.58
Universal Stainless		One(1) Customer Fryer stand	\$192.80
0012323-IN		Total	\$192.80
American Granby		One(1) Aquamatic watering machine	\$525.00
232798-001		Freight	\$24.90
		Total	\$549.90
Amigo Mobility		Two(2) Smart Shoppers	\$2,802.50
0538616		Freight	\$146.00
		Total	\$2,948.50
Courtney Manufacturing		Two(2) Busboy adapters	\$102.00
1164		Freight	\$7.14
		Total	\$109.14
1165		Two(2) HP Disposer 4/6" flang	\$2,186.00
		Total	\$2,186.00
Cotterman Company		Two(2) Five step platform ladder	\$458.40
86058A-2		Total	\$458.40
HTI Exhibits Ltd.		Twelve(12) sets New Release graphics	\$588.00
95085		Total	\$588.00
Johnnie Suggs Sales		One(1) Set Furr's Logo 10' tall	\$10,800.00
1126951		One(1) Dept. sign bakery	\$2,160.00
		One(1) Dept. sign Deli	\$1,440.00
		One(1) Dept. sign Food Court	\$3,240.00
		One(1) Dept. Sign Sea Food	\$2,520.00
		One(1) Dept. Sign Floral	\$2,160.00
		One(1) Dept. Sign 1Hr. Photo	\$2,880.00
		One(10 42' Super Video awning	\$11,560.00
		One(1) set of 5' Furr's logo rear wall	\$5,400.00
		Two(2) 250 sq. ft dble face pole signs	\$45,000.00
		Permits	\$1,200.00
		Total	\$88,360.00
Lozier		Two(2) 4ft wall section, (36) shelves	\$555.50
752021-008-00		Two(2) shelf alignment/(1) leg wrench	\$257.95
		Freight	\$257.95
		Total	\$813.45
752021-002-00		(474) 4' price tag molding	\$2,607.00
		Less Discount	(\$1,303.50)
		Freight	\$50.00

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	Total		\$1,353.50
752021-003-00	Shelving	\$134.65	
	Freight	\$105.60	
	Total		\$240.25
752021-006-00	One(1) Valance light 48x13h	\$106.60	
	Less Discount	(\$53.30)	
	Freight	\$42.94	
	Total		\$96.24
751120-003-00	Eighteen(18) upright multi- brace	\$160.20	
	Less discount	(\$80.10)	
	Freight	\$52.82	
	Total		\$132.92
National Cart Co. 00039577	One(1) Wet Produce Cart	\$197.55	
	Freight	\$48.33	
	Total		\$245.88
00039608	Twelve(12) Shelf truck cooler freezer	\$3,732.00	
	Freight	\$366.65	
	Total		\$4,098.65
Refrigeration Technol. 3448	Freight on yogurt shelves	\$161.80	
	Total		\$161.80
Reynolds Corp. 008027	Two(2) LH Customer unload checkstan s/n 8784/8785	\$7,297.08	
	TWO(2) ADA Checkwriters	\$104.66	
	Two(2) LH Customer unload express s/n 8786/8805	\$5,395.74	
	Freight	\$1,200.00	
	Total		\$13,997.48
Services & Construction 6393	Two(2) 5x5 fresh produce stops	\$680.00	
	Five(5) 17' produce platforms	\$4,825.00	
	32' viva dry dummies	\$2,301.00	
	8' spice cabinet	\$2,100.00	
	40' viva canopy	\$720.00	
	Three(3) cabinet for floral prep	\$2,800.00	
	Two(2) food court hot tables	\$1,960.00	
	One(1) Food court register counter	\$1,885.00	
	One(1) food court printer cabinet	\$505.00	
	End bases	\$4,200.00	
	Total		\$21,976.00
6394	Install video shelves and assembly	\$4,800.00	
	Total		\$4,800.00
6395	Assembly 5-17' produce platforms	\$420.00	
	Total		\$420.00
6397	Eleven (11) bakery tables	\$6,765.00	
	One(1) bean&rice display unit	\$950.00	
	Freight	\$250.00	
	Total		\$7,965.00
6392	End bases upper & lower	\$5,865.00	
	Install McCue bump	\$280.00	
	Two(2) tobacco units	\$750.00	

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	One(1) Kodak unit	\$1,800.00	
	One(1) Video service cabinet	\$11,200.00	
	Video shelving	\$24,312.00	
	Two(2) video tv units	\$750.00	
	Supply&install stair tread nosing	\$1,400.00	
	Total		\$46,357.00
Southbend 545428	One(1) Rapid steam convection unit s/n 95L02383	\$2,074.33	
	Four(4) 8' legs	\$50.35	
	Freight	\$45.00	
	Total		\$2,169.68
544570	One(1) Rapid steam convection unit	\$2,074.33	
	Four(4) 8' legs	\$50.35	
	Freight	\$45.00	
	Total		\$2,169.68
TL Industries 6950	39 cu. yds. sefl contained(brown)	\$11,343.00	
	Total		\$11,343.00
Vaughn Storage 5120	Thirteen(13) Lockers 12x12x12x6H	\$1,937.00	
	Freight	\$106.00	
	Total		\$2,043.00
Abacus Corp 6306	One(1) Floral sink & Faucet	\$455.61	
	Total		\$455.61
Axis Marketing Inc. 22151	Five (5) New Scale Holders	\$445.00	
	Freight	\$29.00	
	Total		\$474.00
Bingham Electric 7999	One(1) UPS Panel & Installation	\$1,610.60	
	Total		\$1,610.60
Columbia Showcase 12/07/1995	One(1) Shampoo Rack	\$335.00	
	Total		\$335.00
Classic Refrigeration 033307	One(1) Modular cuber s/n 883229-05M	\$1,334.25	
	One(1) Ice Cuber Bin s/n 88473-05M	\$416.25	
	One(1) Ice modular flaker s/n 873904-04M	\$1,874.25	
	One(1) Ice flaker bin s/n 880193-05M	\$531.00	
	One(1) Bin adapter	\$126.00	
	Total		\$4,281.75
Hobart 2793163	One(1) Ultima convyor scale s/n 311056394	\$2,443.00	
	One(1) Wrap Station s/n 0510027777	\$2,265.00	
	One(1) Compact Label applier	\$6,845.00	

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	s/n 311056626		
	One(1) Hobart roller table	\$1,583.00	
	s/n 311051249		
	One(1) Ultima stand alone scale	\$2,113.00	
	s/n 311042218		
	One(1) Printer	\$2,989.00	
	s/n 171019500		
	One(1) Printer & Control panel	\$1,410.00	
	s/n 1710355551		
	Total		\$19,648.00
2761320	One(1) Meat saw w/sst top	\$3,910.00	
	s/n 271036027		
	One(1) Mixer grinder	\$8,457.85	
	s/n 271036320		
	Total		\$12,367.85
2777786	One(1) Meat saw w/sst top	\$3,910.00	
	One(1) 40qt. bowl	\$223.00	
	One(1) 80qt bowl	\$321.00	
	Total		\$4,454.00
Hubert 299537	One(1) Balloon storage cabinet	\$359.00	
	Freight	\$34.85	
	Total		\$393.85
Hussman 78653	One(1) 28ft curved glass service	\$21,968.00	
	credit for One(1) 32ft glass service	(\$23,031.00)	
	Total		(\$1,063.00)
78673	Six(6) glass door canopies	\$660.00	
	Two(2) glass door end trim	\$174.00	
	Three(3) Meat canopies	\$393.00	
	Two(2) meat upper front panels	\$410.00	
	Two(2) Meat lower front panels	\$294.00	
	One(1) Deli upper front panel	\$37.00	
	One(1) Deli front panel	\$216.00	
	One(1) Deli lower front panel	\$28.00	
	Freight	\$274.99	
	Total		\$2,486.99
KES Irrigation 113311	One(1) 104' caliber mist kit	\$2,888.25	
	s/n 012921		
	Two(2) caliber corner	\$24.30	
	Twenty(20) blk. poly tube	\$3.90	
	One(1) pump w/expansion kit	\$299.24	
	Freight	\$131.85	
	Total		\$3,347.54
Lozier 751120-006-00	Twenty (2) Shelving&fixtures	\$1,797.00	
	One(1) Pallet	\$9.00	
	Freight	\$211.08	
	Total		\$2,017.08
752021-000-00	Shelving fixtures, panels brackets	\$72,487.50	
	(86) Pallets	\$774.00	
	Freight	\$4,429.00	

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	Total		\$77,690.50
McCue Corporation 045304	Ten(10) cart stops "fresh meat"	\$742.00	
	Four(4) cart stops "seafood"	\$308.00	
	Ten(10) cart stops "Smoked Meat"	\$742.00	
	Thirteen(13) cart stops "produce"	\$968.00	
	Three(3) cart stops "salad"	\$226.00	
	Thirty four(34) cart stops "frozen doors"	\$2,534.00	
	Ten(10) cartstops "club doors"	\$750.00	
	Eight(8) cart stops "Dairy doors"	\$631.00	
	Twelve(12) Cart stops "delicheese "	\$836.00	
	(298) cart stop flanged socket	\$1,788.00	
	Freight	\$81.08	
	Total		\$9,606.08
Middleby 315183	Two(2) rotiserie oven	\$7,136.82	
	Two(2) angle spit kit	\$2,399.40	
	Total		\$9,536.22
Motor Freight 248-879875	Freight	\$197.14	
	Total		\$197.14
National Cart 00039605	Two(2) Produce Carts	\$395.10	
	Total		\$395.10
Programmed Products 031153	Decor package quote 10/9/1995 including: 4'11" frozen club box (440) 12"H laminated cornice (606) 9"h brown sawtooth (4) 4'11"x6'8"w ent(16)3'hx4'w cust (5) 2'6"hx70"w chec (1) 3'6"hx72"w flor (8) 5/hx3'w frozen foods (1) 36"hx8'w dept (444)8" laminated cornice (40) 8"hx 3'6"w triang.(12) 4'11"h dept wall grap (12) 2'6"hx lower proce wall (12) 3'6" lower price wall (2) 3'9" chinese graph (12) 6"hx150'l brown (12) 12"hx150'	\$37,522.33	
	Freight	\$1,038.74	
	Total		\$38,561.07
031259	One(1)greeting vard sign party plan it	\$995.00	
	Three(3) greeting card sign greeting car	\$1,185.00	
	Three(3) greeting card sign part goods	\$1,185.00	
	(192) aisle marler panels		
	Freight	\$583.70	
	Total		\$3,948.70
Refrigration Technologies 3485	One(1) Cooler produce strip	\$170.00	
	Freight	\$12.32	
	Total		\$182.32
3486	One(1) 60"l diamond treadplate	\$68.75	
	Freight	\$23.63	
	Total		\$92.38
3487	Forty Two(42) 30"x24" cooler shelves	\$1,378.02	

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	Fifteen(15) Slidde track shelves	\$761.25	
	Freight		
	Total	\$926.25	
Reynold's Corporation 008028			\$3,065.52
	One(1) customer service podium	\$750.00	
	Total		\$750.00
008357	One(1) PS11 terminal stand	\$625.00	
	Handling/packaging	\$125.00	
	Freight	\$175.00	
	Total		\$925.00
Specs Refrigeration 3809			
	Furnish&Install CPC System per quote final billing	\$16,500.00	
	Total		\$16,500.00
Services & Construction 6402			
	Install viva produce dry dummies, spice cabinet, canopy & build wall	\$1,025.00	
	Total		\$1,025.00
6407	Two(2) video display units	\$845.00	
	One(1) drink condiment station	\$2,800.00	
	One(1) slot wall	\$380.00	
	Total		\$4,025.00
6387	One(1) cash office counter	\$1,580.00	
	Freight	\$125.00	
	Total		\$1,705.00
Shaver's Inc. 8985			
	Installation bailer&compactor	\$1,800.00	
	Move compactor	\$100.00	
	Total		\$1,900.00
Structural Concepts 98118			
	Six(6) Floral steps	\$150.00	
	Freight	\$6.76	
	Total		\$156.76
Win Holt 499426-001			
	Two(2) 24" left upright shelf	\$122.30	
	Two(2) 24"right upright shelf	\$122.30	
	Eight(8) 24" common upright shelf	\$657.76	
	Four(4) Aluminum shelving	\$149.04	
	Six(6) 10 rack shelf	\$269.70	
	Thirty(30) Tubular shelves	\$1,652.40	
	Ten(10) 48" cross brace	\$141.70	
	Freight	\$328.19	
	Total		\$3,443.39
American Metro Communications 13397B			
	One(1) Telephone System	\$8,132.00	
	Less Deposit	(\$4,900.00)	
	Total		\$3,232.00
Barker CO. 6180			
	One(1) Ceasar salad station s/n SS4951211-1	\$1,750.00	
	Freight		
	Total	\$1,012.00	
Classic Refrigeration			\$2,762.00

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033307	Freight Charges	\$239.70	
	Total		\$239.70
Diehl Equipment 11370	Final refrigeration installation	\$6,450.00	
	Total		\$6,450.00
Hibart 2777774	One (1) Tenderizerw/knit knives s/n 561047931	\$1,290.00	
	One(1) Slicer s/n 561048011	\$3,502.00	
	One(1) Mixer s/n 919419	\$1,241.15	
	Service Contract	\$106.00	
	One(1) 80Qt tinned bowl	\$321.10	
	One(1) 80qt alum flat beater	\$129.20	
	One(1) 80qt alum dough arm	\$266.95	
	One(1) 60/80qt bowl truck	\$156.75	
	One(1) Mixer s/n 111041030	\$12,254.00	
	One(1) 80to 40&30qt bowl adapter	\$171.00	
	One(1) 40qt tinned bowl	\$223.00	
	One(1) 40qt flat beater	\$80.00	
	One(1) 40qt SST D wire whip	\$132.00	
	Five(5) 30lb hanging scale s/n 081007838/081007841 081007846/081008021/081008047	\$1,950.00	
	Total		\$21,823.15
MDI 411669-00-002	Five(5) 36x48 PG Lightbox silver	\$2,788.00	
	Freight	\$145.04	
	Total		\$2,933.04
National Restaurant 118674	One(1) Mainstreet Menu Board	\$2,880.00	
	Freight	\$200.00	
	Total		\$3,080.00
Retail Advertisers 002944	Two(2) Coming Soon signs	\$504.00	
	Tow(2) ring bell hours signs	\$96.00	
	One(1) No cart signs	\$226.00	
	Four (4) express lane signs	\$192.00	
	Two(2) Trial size panels	\$96.00	
	Ten(10) Park Lot penants	\$300.00	
	One(1) Large Open banner	\$675.00	
	Two(2) Small openbanners	\$660.00	
	Two(2) Digital panels	\$504.00	
	Five(5) Deli panel backlights	\$1,260.00	
	Two(2) Food court backlight panels	\$504.00	
	One(1) egg signs	\$128.00	
	(82) Video categories	\$3,936.00	
	One(1) Video drop/arrow sign	\$48.00	
	One(1) Video Wall graphic	\$392.00	
	Total		\$9,521.00

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8392	Checked all equipment for bakery	\$6,332.29	
	Total		\$6,332.29
Hitech 1522	One(1) Baxter rack oven	\$16,978.50	
	Six (6) Baxter oven racks	\$2,049.30	
	Six(6) Baxter oven racks	\$1,846.38	
	One(1) Baxter proof box	\$4,564.91	
	One(1) Baxter donut fryer	\$2,205.00	
	One(1) Baxter filter unit	\$833.96	
	One(1)Baxter glazing table	\$549.67	
	(75) Baxter proofing screens	\$1,455.00	
	Twenty(20) Baxter glazing screens	\$197.80	
	One(1) Belshaw donut dropper	\$933.81	
	One(1) Belshaw plain plunger	\$114.56	
	One(1) Belshaw ball plunger	\$145.25	
	One(1) Kook E King cookie machine	\$2,200.27	
	Five(5) Kook E King Die	\$676.07	
	One(1) Kook E King Table top mount	\$42.48	
	One(1) LVO Sheeter/molder	\$3,743.75	
	One(1) Oliver bread slicer	\$4,092.90	
	Two(2) Rotisserie convectionovens	\$13,822.60	
	One(1) BK Cook & Hold oven	\$3,237.30	
	Two(2) Waterless deli cases	\$8,986.90	
	One(1) Comst Cte 4 burner range	\$896.50	
	One(1) Rbt Yick single hole 24"wok	\$1,298.00	
	One(1) Keating tabletop fryer	\$1,809.50	
	One(1) Mkt Forge Steamer	\$3,768.19	
	One(1) Aquaria lobster tank	\$8,443.00	
	One(1) Exact tabletop wrap station	\$698.61	
	One(1) Floor model wrap station	\$399.30	
	Total		\$85,989.51
Money Processing Systems 40719	One(1) Coin dispenser s/n 699152	\$1,239.00	
	Two(2) Coin dispensers s/n 758576/758588	\$2,478.00	
	Two(2) Brandt coin dsp. magaziea	\$546.00	
	Total	\$4,263.00	\$4,263.00
Hussman 90691	ProtocolSystems	\$184,560.00	
	Unit Coolers	\$17,214.00	
	Total		\$201,774.00
90692	139 Doors Ice Cream/Frozen foods	\$153,036.00	
	Three (3) Door Med Temp Beer/wine	\$3,808.00	
	40' Multi deck beer/wine	\$13,580.00	
	Two(2) Doors frozen bakery	\$3,097.00	
	32' Curved glass service	\$23,031.00	
	8' and ends dual temp coffin	\$8,591.00	
	10' and ends deli/cheese island	\$10,414.00	
	92'Multi deck fresh meat	\$30,668.00	
	32' Service meat&seafood	\$24,657.00	
	Reach-in Seafood prep area	\$7,967.00	
	92' packaged meat	\$29,193.00	

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	120' wall produce	\$33,109.00	
	20' 4-d	\$10,162.00	
	Total		\$351,313.00
National Business Gr 172476	One(1) EICON Dual Port adapter	\$1,125.00	
	One(1) Gateway(s/n 77-10836	\$151.00	
	Freight	\$7.32	
	Total		\$1,283.32
Datavision 24014	Three(3) DENSE 1 CCD Holder	\$32.25	
	Four (4) DENSE RS232 Units s/n 325055637/325055857 325055871/325055802	\$1,120.00	
	Four(4) UBI Dual RS232 converter	\$300.00	
	Seven (7) DENSEI 2.2 CCD IBM4690	\$1,960.00	
	Freight	\$10.41	
	Total		\$3,422.66
KES Irrigation 112225	One(1) Pump w/expansion tk	\$299.24	
	One(1) Caliber mist kit s/n 014531	\$3,249.75	
	Three (3) Caliber corner add-on	\$36.45	
	Freight	\$57.08	
	Total		\$3,642.52
Refriegeration Tech. 3394	Freight on Skyline doors	\$1,123.60	
	Total		\$1,123.60
3392	One(1) Leer walkin Produce cooler	\$8,246.00	
	One(1) Leer Angled dairy cooler	\$15,621.00	
	Freight	\$2,122.88	
	Total		\$25,989.88
3383	Thirty Three (33) Styleline Door & Frame Assembly, shelves & B lights	\$17,624.00	
	Total		\$17,624.00
3415	One(1) Leer Delv/Bakery Cooler freezer	\$8,021.00	
	One(1) New Leer Meat Holding cooler	\$2,978.00	
	One(1) New Leer Meat cooler	\$7,186.00	
	Freight	\$2,122.88	
	Total		\$20,307.88
'3413	One(1) Leer produce cooler angled	\$8,246.00	
	One(1) Leer Dairy cooler	\$15,621.00	
	Freight	\$2,372.63	
	Total		\$26,239.63
3412	Strip curtain for produce, meat holding, meat, dairy, bakery coolers	\$1,558.00	
	Freight	\$90.00	
	Total		\$1,648.00
Register Resale 'B2158INA	Four (4) Handheld terminals	\$4,800.00	
	Two(2) 35key, Lge. Display Smrtwand	\$450.00	
	Four(4) in-term charger for RT1100	\$460.00	
	Freight	\$35.00	
	Total		\$5,745.00

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48014	Two(2) 350S Swing rite double door white	\$1,113.12	
	Two(2) 9' Jamb guard	\$103.68	
	Two(2) cart guard	\$138.24	
	Two(2) 24' impact plate	\$103.68	
	Two(2) 350s swingrite solid single door	\$760.32	
	Two(2) Jamb guard	\$51.84	
	Two(2) cart guard	\$82.08	
	Two(2) impact plate	\$77.76	
	Two(2) 350S double door beige w/window	\$1,113.12	
	Two(2) jamb guard	\$103.68	
	Two(2) cart guard	\$138.24	
	Two(2) impact plate	\$103.68	
	Three(3) 300s proline solid double leaf door	\$2,887.92	
	Three(3) jamb guard	\$155.52	
	Three(3) spring bumper brown	\$669.60	
	Three(3) steel reinforced spine	\$324.00	
	One(1) 300S Proline solid 96x96 door	\$1,069.20	
	One(1) 23x23 window	\$69.12	
	One(1) jamb guard	\$51.84	
	One(1) 24'h spring bumper brown	\$263.52	
	One(1) steel reinforced spine	\$108.00	
	One(1) 300S Proline 84x96 double door	\$999.36	
	One(1) jamb guard	\$51.84	
	One(1) spring bumper brown	\$223.20	
	One(1) Steel reinforced spine	\$108.00	
	One(1) 350S solid cafe double door	\$405.36	
	One(1) 350S Swing 36x48 single white door	\$380.16	
	One(1) jamb guard	\$25.92	
	One(1) cart guard	\$41.04	
	One(1) impact plate	\$38.88	
	Total		\$11,761.92
Global Technology			
1582	One(1) AMI Atlas P/100 w/256K	\$1,099.00	
	s/n 7210017654		
	One(1) Super power black server case	\$359.00	
	Two(2) RAM-8mbx36	\$640.00	
	Three (3) Seagate internal hard drive	\$1,467.00	
	s/n TY01677/TY699456/TY700474		
	Two(2) Adaptec2940 SCSI	\$538.00	
	s/n BFOE5320UZF1/BFOE5320VOV1		
	One(1) Olicom RJ45	\$275.00	
	s/n AO75D6		
	One(1) Teac 1441 floppy drive	\$35.00	
	s/n 8685278		
	One(1) 256K VGA Card	\$15.00	
	Freight	\$50.00	
	Total		\$4,478.00
Unix Central			
38381501	One(1) SCO openserver release 5.0	\$1,025.00	
	One(1) SCO 5 opn server 10/license	\$450.00	
	Freight	\$7.50	
	Total		\$1,482.50

This Exhibit "A" is attached and made a part of that certain Lease Closing Schedule -001 between MetLife Capital, Limited Partnership as Lessor and Furr's Supermarkets, Inc. as Lessee

11260	Progress billing PP#2	\$32,475.00	
11299	Progress Billing PP#7	\$25,900.00	
	Total		\$58,375.00
Hitech 8392	Opening Assistance	\$6,332.29	
	Grand Total Store #874		\$1,638,316.92

LEASE CLOSING SCHEDULE

Lessee Name: Furr's Supermarkets, Inc.
 Equipment Lease No.: 1022595
 Master Equipment Lease Agreement Dated: October 24, 1995
 Schedule No.: 002
 Closing Date: February 28, 1996

1. Description of Equipment:
 Grocery Store furniture fixtures and equipment per the attached exhibit "A" herein incorporated by this reference.

2. Location of Equipment: (Lessee agrees that the Equipment will at all times remain in the possession and control of Lessee at the location(s) specified below, and will not be removed without Lessor's prior written consent.)

 #891 2110 Pacheco, Santa Fe, NM 87501 (Santa Fe County)

3. Total Equipment Cost: \$1,319,245.48

4. Periodic Rent:
 The total sum of \$1,613,174.76
 Dollars in Sixty (60) installments of \$27,784.95 and twelve (12) @ \$20,506.48
 Dollars each, payable commencing on March 28, 1996
 and at monthly in arrears intervals thereafter.

Rental Adjustment: The rental factor will be adjusted at lease closing in accordance with the following formula:

The rental factor will be converted to a simple interest equivalent rate that is then increased or decreased 1% for each 1% (or pro rata for any fraction of 1%) change in the average yield of four (4) year U.S. Treasury Notes (as published in Federal Reserve Statistical Release H.15(519)) from the complete one week period immediately preceding the date of and the complete one week period immediately preceding the date of lease closing.

At Lease expiration, Lessee shall have the right to purchase the Equipment for its then Fair Market Value or to renew the Lease on an annual basis for its then Fair Market Rental Value.

Lessee shall have the option to purchase all but not less than all of the Equipment at the end of the sixtieth (60) month thereof (the "Early Purchase Option Date") for an amount (the "Early Purchase Option Price"), payable in immediately available funds, equal to twenty and seventy one hundredths percent (20.70%) of the Acquisition Cost, plus an amount equal to all sales or excise taxes on or measured by the sale of the Equipment to Lessee, and provided further that Lessee shall have notified Lessor in writing of Lessee's intention to exercise such option not more than ninety (90) nor less than sixty (60) days prior to the Early Purchase Option Date. Such option shall be only on the Early Purchase Option Date and at no other time. If the Early Purchase Option Price of the Equipment has not been paid to Lessor on the Early Purchase Option Date, Lessee shall continue to pay rent for the Equipment as specified in the Lease.

In addition, adjustment of the rental factors as provided may require corresponding adjustments to the Early Purchase Option Price to preserve Lessor's anticipated transaction economics. Lessee will be provided with adjusted percentages at the time this option to fix is exercised.

5. Insurance Required (All policies to require at least 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$1,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the equipment, based on the original equipment cost of \$1,319,245.48 and Loss Payable Endorsement naming Lessor as loss payee.
 - c. Other: N/A

6. Stipulated Loss Values:

First Year:	<u>102.5003</u>	%	Fourth Year:	<u>67.1427</u>	%
Second Year:	<u>94.2136</u>	%	Fifth Year:	<u>51.1520</u>	%
Third Year:	<u>81.5813</u>	%	Sixth Year:	<u>20.7000</u>	%

This Exhibit "A" is attached to and made a part of that certain Lease Closing Schedule -002 between MetLife Capital, Limited Partnership as Lessor and Furr's Supermarkets, Inc. as Lessee

Location:	#891 2110 Pacheco, Santa Fe, NM 87501 (Santa Fe County)			
Vendor/Invoice	Equipment Description	Amount	Total	
Hubert Company				
233632	One(1) Cheese Cuber	\$178.50		
	Two(2) Cheese cutters	\$283.10		
	Two(2)Flowtron model FC7500	\$522.50		
	One(1) Film wrapper Axle-625A	\$168.73		
	Total			\$1,152.83
Refrigeration Technologies Inc.				
3378	Recondition 12' multi deck meat case	\$1,500.00		
	2 rows lighted shelves			
	Freight	\$695.32		
	Total			\$2,195.32
3405	Freight on Styleline Dairy cooler doors	\$1,005.90		
	Total			\$1,005.90
McCue Corporation				
045972	Cart stops for aisle & checkout cases	\$9,635.00		
	Freight	\$617.96		
	Total			\$10,252.96
045978	Cart guards	\$895.20		
	Freight	\$152.33		
	Total			\$1,047.53
Hussmann				
91310	79 Doors frozen food	\$83,579.00		
	92 ft. multi deck fresh meat	\$33,686.00		
	24 ft. service seafood	\$19,531.00		
	2-8ft. Dual temp. meat	\$7,806.00		
	Total			\$144,502.00
Weyo				
773552	(142) shelves	\$3,711.00		
	104 hooks	\$86.32		
	Allowance	(\$379.73)		
	Freight	\$253.56		
	Total			\$3,671.15
Axis Marketing				
22080	Twelve (12) 48x24 dunnage racks	\$360.00		
	Seven(7) 36x24 Dunnage racks	\$210.00		
	Freight	\$75.10		
	Total			\$645.10
22056	Five (5) Bag stand holders	\$345.00		
	Five (5) scale holders	\$445.00		
	Freight	\$46.40		

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	Total		\$836.40
Barker Co.			
5584	One(1) 6' open upright floral bouquet	\$4,954.00	
	Freight	\$349.57	
	Total		\$5,303.57
Boston Retail Products			
116350	Sixteen Straight beams	\$1,059.77	
	Three(3) 90deg tru corner	\$203.67	
	Two(2) Curve upper beam	\$135.78	
	(54) connectors	\$154.44	
	Eleven (11) Beam Suspension	\$151.58	
	Freight	\$150.04	
	Total		\$1,855.28
Contact Freighters			
1415163	Freight	\$1,894.72	
	Total		\$1,894.72
Econo Max Mfg.			
48102	Two(2) double leaf doors	\$1,925.28	
	Jamb guard, bumper steel spine	\$766.08	
	Three (3) 350swing-rite single door	\$1,140.48	
	(3)Jamb guard, cart guard, impact plate	\$317.52	
	One(1) 350s Swing rite solid double door	\$556.56	
	Jamb guard, cart guard impact plate	\$172.80	
	One(1) Proline 300s Solid double leaf door	\$999.36	
	wndow, jamb, cart guard steel spine	\$492.48	
	Two(2) 350S swing rite white double door	\$1,113.12	
	Two(2) window, jamb, cart guard, plate	\$345.60	
	One(1) Swingrite 350S white single door	\$380.16	
	One(1) jamb, cart guard impact plate	\$105.84	
	One(1) 350S Swing rite double white door	\$556.56	
	window, jamb cart guard impact plate	\$172.80	
	One(1) 350S swing rite double beige door	\$556.56	
	jamb, cart guard impact plate	\$172.80	
	One(1) 350S Solid cafe single door	\$272.88	
	Total		\$10,046.88
Johnnie Suggs Sales			
1023954	One(1)set 5' Furr's letters & Logo	\$4,355.00	
	Mgf&Install set letters "Bakery"	\$1,560.00	
	"Deli"	\$1,040.00	
	"Floral"	\$1,560.00	
	"Pharmacy"	\$2,080.00	
	"Food Court"	\$2,340.00	

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	"1hr Photo"	\$2,080.00	
	"Super Video"	\$2,600.00	
	Total		\$17,615.00
Lozier 749852-002-00	Freight	\$1,221.00	
	Pallets	\$144.00	
	Total		\$1,365.00
Mr. Rooter 50282	One(1) Hydro jet clean out	\$1,375.00	
	Total		\$1,375.00
Programmed Products 31055	Design drawing & specs	\$2,827.50	
	Total		\$2,827.50
National Cart Co 00038483	Two(2) Wet Produce carts	\$395.10	
	Freight	\$48.33	
	Total		\$443.43
Reynolds Corporation 007783	Check stand guards and bumpers	\$128.50	
	Handling	\$12.85	
	Freight	\$12.17	
	Total		\$153.52
Retail Advertisers 002577	One(1) 3x18" banner	\$283.00	
	Freight	\$42.00	
	Total		\$325.00
002587	Twent (20) Store signs	\$960.00	
	Freight	\$15.00	
	Total		\$975.00
002597	Three(3) Open uring remodel signs	\$990.00	
	Total		\$990.00
007848	One(1) rear module assembly	\$774.90	
	Total		\$774.90
Refrigeration Technologies 3425	One(1)Leer meat cooler 20x29x10	\$8,934.00	
	One(1) Leer holding cooler 12x20x10	\$4,450.00	
	Freight	\$2,072.25	
	Total		\$45,456.25
Seco Therna Systems 773552	Thirt two(32) shelves #2448 epoxy wire	\$1,440.00	
	Forty (40) Shelves #2436 epoxy wire	\$1,480.00	
	Seventy(70) upright #72-xu	\$791.00	

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	(104) Shelf hooks	\$86.32	
	Less Allowance	(\$379.73)	
	Freight	\$253.56	
	Total		\$3,571.15
S&S Enterprises			
6380	One(1) Video service cabinet	\$10,340.00	
	One(1) Video island wall & island units	\$38,833.00	
	Total		\$49,173.00
6370	Twelve (12) 3X6 bakery tables	\$7,380.00	
	Freight	\$150.00	
	Total		\$7,530.00
Sensormatic			
100579631	One(1) MAG Extnrd Hght Plit	\$5,248.00	
	One(1) MAG DC Mini alarm	\$150.00	
	Installation	\$150.00	
	Freight	\$150.00	
	Total		\$5,698.00
Scottpolar Refrigeration Corp.			
33-019583	Refrigeration Parts	\$489.54	
	Labor for installation	\$2,856.00	
	Trip Charge	\$12.00	
	Total		\$3,357.54
33-020217	Progress billing refrigeration installation	\$28,837.00	
	Total		\$28,837.00
Structural Concepts			
97583	Twelve (12) 4' basix floral wall section	\$1,900.00	
	Fifteen (14) Basix Floral Island Section	\$2,375.00	
	One(1) Floral 90deg wedge	\$830.00	
	Freight	\$727.03	
	Total		\$5,832.03
97308	One(1)Addenda II Pastry Unit s/n 912176IY065707	\$4,269.00	
	One(1) Addenda II Pastry Unit s/n912176IY065669	\$3,709.00	
	One(1)Addenda II Pastry Unit s/n 912176IY065670	\$3,953.00	
	One(1) Addenda II Shelving Unit s/n 912176IY065708	\$3,774.00	
	One(1)Addenda II Shelving Unit s/n 91276IY065713	\$2,922.00	
	One(1) Addenda II shelving Unit s/n 912176IY065668	\$3,166.00	

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	One(1) Addenda II Shelving unit	\$4,464.00	
	s/n 9127611Y0655667		
	Freight	\$1,576.28	
	Total		\$27,333.28
Universal Stainless Inc.			
0012057-IN	Eight (8) WK/Table/SS top/ legs	\$2,051.20	
	One(1) wk/table 7GLSB30/ legs	\$294.80	
	One(1) 8GLSB30 wk/table /legs	\$292.00	
	One(1) 5GLSB30 wk/table/legs	\$237.50	
	Two(2) 3 Compartment bakery sink	\$2,766.40	
	One(1) 4GLSB30 wk/table ss top	\$217.20	
	One(1) 3 compartment sink w/drainboards	\$1,174.00	
	One(1) MODNSFSink 1 compartment	\$1,614.00	
	Two(2) 4GLSB30 wk/table/ss top	\$434.40	
	One(1) Fish sink w/cutting board	\$1,276.00	
	Total		\$10,357.60
Axis			
22054	Nineteen (19) 4'x18"x74" shelves	\$4,371.00	
	Five (5) 4'x24"x75" shelves		
	Freight	\$192.90	
	Total		\$4,563.90
Contract Freighters			
1397149	Freight	\$1,894.72	
1414161	Freight	\$1,894.72	
1414163	Freight	\$1,894.72	
1417199	Freight	\$1,894.72	
1417201	Freight	\$1,894.72	
	Total		\$9,473.60
Hogan			
2017746	Freight	\$1,864.96	
113263B	Freight	\$1,864.96	
	Total		\$3,729.92
Lozier			
74985200100	(910) Aluminum shelve tags	\$10,480.93	
	Freight	\$57.87	
	Pallets	\$9.00	
	Total		\$10,547.80
Service & Construction			
6382	Two(2) Kodak 4' video units	\$1,720.00	
	One(1) Tobacco unit	\$750.00	
	Produce platforms& dummies	\$3,990.00	
	Fresh stop produce	\$680.00	
	Three (3) floral pieces	\$2,850.00	
	One(1) hot chinese unit	\$960.00	
	One(1) Service cabinet	\$1,780.00	
	One(1) hot chicken unit	\$960.00	

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	One(1) Service counter video	\$1,850.00	
	Freight	\$300.00	
	Total		\$15,840.00
Barker & CO. 5697			
	One (1) 4' low profile floral bouquet s/n FT4R951027-1	\$4,973.00	
	Two(2) 4' lowprofile floral bouquet s/nFT4R954027-2/FT4R951027-3	\$11,508.00	
	One(1) 8' ow profile floral bouquet s/n FT8R951027-1	\$5,972.00	
	Freight	\$1,517.60	
	Total		\$23,970.60
Contract Freighters 1414162			
	Freight	\$1,894.72	
	Total		\$1,894.72
Espinosa Cartage A101247			
	Freight	\$575.00	
	Total		\$575.00
Hussmann 91376			
	One(1) 98' multi deck packaged meat	\$28,393.00	
	Total		\$28,393.00
91336			
	One(1) 104' wall produce	\$29,186.00	
	One(1) 16' multi deck stand	\$8,658.00	
	Total		\$37,844.00
Middleby C210661			
	One(1) Disposer w/6" flange	\$573.00	
	One(1) Breaker vacuum	\$24.00	
	One(1) Valve selonoid	\$56.00	
	One(1) Panel std/ptd	\$440.00	
	Freight	\$36.61	
	Total		\$1,129.61
Refrigeration Techno 3449			
	One(1) Leer Walkin produce cooler 15'x51.5	\$11,244.00	
	One(1) Leer food court 8'x10'x10'	\$2,769.00	
	Freight	\$2,072.25	
	Total		\$16,085.25
Services & Construction 6383			
	Install video island, wall, cabinets	\$7,200.00	
	Total		\$7,200.00
American Granby 232834-001			
	One(1) Aquamate portable watering unit	\$525.00	
	Freight	\$24.90	
	Total		\$549.90
Barker Co. 6117			
	One(1) Ceasar Salad Station s/n SS4951207-1	\$1,750.00	
	Six(6) Sneezeguard-post	\$310.79	
	Freight	\$1,025.00	
	Total		\$3,085.79

**This Exhibit "A" is attached to and made a part of that certain Lease Closing Schedule -002 between
MetLife Capital, Limited Partnership as Lessor and Furr's Supermarkets, Inc. as Lessee**

Hubert			
246792	One(1) Aluminum can dispenser	\$565.25	
	Freight	\$48.00	
	Total		\$613.25
KES Irrigation			
113205	One(1) 104' caliber mist kit	\$2,888.25	
	One(1) Caliber wedge corner	\$18.78	
	One(1) Pump expansion kit	\$299.24	
	Freight	\$133.85	
	Total		\$3,340.12
Programmed Products			
031141	One(1) Complete decor package including:	\$57,203.23	
	Ten(10) 12"hx150' long red		
	Ten(10) 22"hx150' long brown		
	Two(2) 4'11"hx6'8" wide ent.		
	Two(2) 4'11"hx6'8" wide ent		
	Twenty Three(23) 3'x4'wide cust.		
	Two(2) 2'6"hx70" wide chec		
	One(1) 3'6"x7'2" wide flor		
	One(1) 3'6"hx18" wide cake d		
	Two(2) 3'6"x1'3" bakery area		
	Four(4) 4'x1'6"w photo area		
	One(1) 96"x36"w Food Court		
	(432) laminated cornice		
	(38) Wide triang		
	(352) laminated cornice		
	One(1) 3'11"x7' wide		
	Five (5) wide chec		
	Thirteen(13) 5'11"dept wall grap		
	Four(4) 5'11" dept wall grap		
	Three(3) 4'11" dept wall grap		
	Six (6) 2'6" departmental wall		
	Fourteen(14) 2'6" lower price wall		
	Seventeen(17) lower price wall		
	Two(2) chicken graphic		
	One(1) chinese graphic		
	One(1) santa fe subs		
	Two(2) dept wall graphic		
	Ten(10) 2'6" departmental wall		
	All per package quote 10/9/1995		
	P.P.C. Project #6382		
	Freight	\$1,073.76	
	Total		\$58,276.99
Scottpolar Refrigeration			
33-020235	500lbs refrigeraton coolant	\$6,600.00	
	Two(2) coupling 7/8	\$2.06	
	Two(2) coupleing 1/2	\$1.26	
	1qt vacuum pump oil	\$2.50	
	Welding charge	\$25.00	

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	Labor	\$1,407.00	
	Trip charge	\$12.00	
	Total		\$8,049.82
Refrigeration Technol.			
3466	One(1) Recond. 3dr. zero zone- beer	\$1,500.00	
	One(1) Recond. 4dr. zero zone-seafood	\$1,500.00	
	One(1) 1" insulation partion-seafood	\$168.00	
	One(1) Recond. 3dr. hussmann-seafood	\$1,500.00	
	One(1) Recond 3dr. frozen food case	\$2,250.00	
	One(1) Pair RHCA Case ends	\$490.00	
	Freight	\$1,012.50	
	Total		\$8,420.50
Structural Concepts			
98032	Two(3) 3' island base unit s/n 912728KY002263-002264	\$450.00	
	Two(2) 3' island mid unit s/n 912728KY002267-002268	\$300.00	
	Two(2) 3' island top unit s/n 912728KY002269-002270	\$200.00	
	Two(2) semi circle base unit s/n 912728KY002261-002262	\$450.00	
	Two(2) Semi circle middle unit s/n 912728KY002265-002266	\$200.00	
	Freight	\$278.06	
	Total		\$1,878.06
Universal Stainless			
0012543-IN	One(1) Splash mtd. faucet	\$85.00	
	Freight	\$21.00	
	Total		\$106.00
Cotterman Company			
87458a	Two(2) five step platform ladders	\$458.40	
	Total		\$458.40
Columbia Shocase			
12/07/1995	One(1) Shampoo Cabinet	\$335.00	
	One(1) Bottle rack	\$502.00	
	Total		\$837.00
Edgeworth Construction			
1135	Build custom wedge for donut cases	\$485.00	
	Total		\$485.00
1136	Cut down gondola section&materials	\$313.50	
	Total		\$313.50
HTI Exhibits			
95082	Sixteen (16)Sets new release graphics	\$784.00	
	Total		\$784.00
Hobart			
2777824	Two(2) Small demo scales s/n081001195/081001229	\$450.00	
	One(1) 30lb hanging scale s/n 081007984	\$390.00	

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	Total		\$840.00
2793324	One(1) scale w/memory s/n 171055478	\$2,082.00	
	Total		\$2,082.00
2777822	Four (4) 30lb hanging scale s/n 081007933/081007942 081007946/081007949	\$1,560.00	
	Total		\$1,560.00
Hitech 8231	Set new oven & proof box Labor, travel expenses	\$4,982.00	
	Total		\$4,982.00
1551	One(1) Exact floor model wrap station	\$399.30	
	Freight	\$42.28	
	Total		\$441.58
Hubert 299538	One(1) Balloon Cabinet	\$359.00	
	Freight	\$34.43	
	Total		\$393.43
McCue Corporation 045972	Eight(8) Cart Stopr "Dairy"	\$636.00	
	Nine(9) cart stops "Meat"	\$694.00	
	Twelve(12) cart stops "MD Meat"	\$852.00	
	Three(3) cart stops "seafood"	\$246.00	
	Fourteen(14) cart stops 'produce"	\$1,016.00	
	Six(6) cart stops "ice cream"	\$472.00	
	Twenty Four(24) cart stops "MD Doors"	\$1,884.00	
	Eleven(11) cart stops "MD Frozen"	\$852.00	
	cart stops "Meat Island"	\$480.00	
	Six(6) cart stops "beer"	\$472.00	
	Three(3) cart stops "nutrition"	\$231.00	
	(300) flinged socket	\$1,800.00	
	Freight	\$617.96	
	Total		\$10,252.96
Medley 37463	Two(2) Pallet trucks	\$870.00	
	Total		\$870.00
Refrigeration Technologies 3488	One(1) Produce Cooler strip 76x102	\$170.00	
	Freight	\$12.32	
	Total		\$182.32
Retail Advertising 002940	Eighty two(82) Video Category signs	\$3,936.00	
	One(1) Egg sign	\$128.00	
	Five(5) Bakery backlights	\$252.00	
	Two(2) Deli backlight panels	\$1,260.00	
	Two(2) Bakery backlight panels	\$504.00	
	Two(2) Food court backlight panels	\$504.00	
	Two(2) Small grand opening banners	\$660.00	

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	One(1) Large grand opening banner	\$675.00	
	Ten(10) Park lot Pennants	\$300.00	
	Four(4) Express lane signs	\$192.00	
	One(1) No carts sign	\$226.00	
	Two(2) ring store bells	\$96.00	
	Total		\$8,733.00
Scottpolar Refrigeration 33-021066	Two(2) Control oil parts(dairy) Installation	\$310.22 \$336.00	
	Trip charge	\$12.00	
	Total		\$658.22
33-020190	Service construction labor&expenses	\$4,528.42	
	Total		\$4,528.42
33-020189	Remodel refrigeration control valves	\$18,142.78	
	Total		\$18,142.78
33-020883	Install refrigeration valve & labor	\$1,615.08	
	Total		\$1,615.08
33-021116	Part&labor refrigeration repair	\$280.26	
	Total		\$280.26
Sensormatic 100563986	Two(2) Mag Extnd. Hght Split 1	\$10,497.00	
	Two(2) Mag DC Minin Alarm	\$300.00	
	Installation	\$300.00	
	Freight	\$734.76	
	Total		\$11,831.76
Services & Construction 6401	One(1) Angle floral cabinet	\$945.00	
	One(1) Bean & Rice cabinet	\$950.00	
	Total		\$1,895.00
6386	Thjree(3) Produce insert platforms	\$420.00	
	Labor	\$85.00	
	Total		\$505.00
Structural Concepts 98117	Six(6) Floral steps	\$150.00	
	Freight	\$6.76	
	Total		\$156.76
97903	Freight charges inv.97825	\$345.00	
	Total		\$345.00
97825	One(1) Addenda II Pastry Unit	\$4,513.00	
	Freight	\$171.27	
	Total		\$4,684.27
Universal Stainless 0012663-IN	One(1) custom fryer stand	\$192.80	
	Freight	\$102.00	
	Total		\$294.80
WT Lighting 42998	(860) Lamps for remodel	\$5,156.00	
	Total		\$5,156.00
American Metro Communications			\$5,156.00

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13376B	One(1) Telephone System	\$12,011.00	
	Less Deposit	(\$7,700.00)	
	Total		\$4,311.00
Scotpolar Refrigeration			
33-022321	Complete installation of refrigeration	\$19,671.37	
	Less 10%	(\$1,967.14)	
	Total		\$17,704.23
Specs Refrigeration			
4013	Final install CPC System	\$21,250.00	
	Total		\$21,250.00
WT Lighting			
43262	(693) Lamps for remodel	\$4,268.40	
	Total		\$4,268.40
American Metro Communications			
13376	One(1) Condiat Executech 2000 telephone syste, less deposit	\$12,011.00 (\$4,311.00)	
	Total		\$7,700.00
Hitech			
1530	One(1) Baxter rack oven	\$16,978.50	
	Six(6) Baxter oven racks	\$2,049.30	
	Six(6) Baxter oven racks	\$1,846.38	
	One(1) Baxter proof box	\$4,564.91	
	Total		\$25,439.09
Hussman			
90528	One(1) 36' service deli	\$26,402.00	
	One(1) 32' multi deck deli	\$11,258.00	
	Out door condensing units	\$13,163.00	
	Walk in evaporators	\$20,384.00	
	(75) Doors/ frozen food/ice cream	\$76,123.00	
	Total		\$147,330.00
Refrigeration Technologies			
3408	(31) Styleline Mode s/e dairy cooling	\$16,857.00	
	Two(2) Cooler model 4601	\$142.00	
	One(1) Freezer model USDA 4801	\$99.00	
	One(1) Cooler model 4601 strip curtain	\$71.00	
	Two(2) Cooler model 6602 hinged	\$470.00	
	One(1) Cooler model 6602 hunged curtain	\$235.00	
	One(1) Cooler nodel 6602 66"x102"	\$150.00	
	Two(2) Cooler model 6602, dairy cooler	\$300.00	
	Freight	\$84.33	
	Total		\$18,408.33
Reynolds Corporation			
005815	Three (3) Lefthand check out system s/n 9032/9033/9034	\$8,093.61	
	Nine(9) Left hand check out system s/n 9035 thru 9043	\$32,836.86	
	Three(3) ADA Charge for checkwriter	\$156.99	
	Freight	\$2,700.00	

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	Total		\$43,787.46
Services & Construction			
6324	47' front counter for video unit	\$10,340.00	
	16' Kodak cabinet	\$3,450.00	
	Twelve(12) Bakery tables	\$7,380.00	
	Total		\$21,170.00
Scottpolar Refrigeration			
33-019709	installation labor & materials	\$44,513.63	
	Total		\$44,513.63
33-021034	Progress billing PP#4	\$70,000.00	
	Total		\$70,000.00
33-021672	Progress billing PP#8	\$32,578.85	\$32,578.85
Tote Cart			
13313	(300) red basket & Gate	\$25,950.00	
	Total		\$25,950.00
Lozier			
78360.63	289 4' island & wall sections	\$68,080.07	
	Thirty Five(35) 3' island & wall sections		
	Twenty Six(26) island & wall ends		
	Beams, brackets, panels shelving		
	wire binning, levelling leg wrench		
	Freight	\$5,811.96	
	Pallets	\$774.00	
	Total		\$74,666.03
Refrigeration Technologies			
3414	One(1) Leer deli/bakery cooler freezer	\$9,538.00	
	combo 10'x37'x10'		
	One(1) Leer dairy cooler 12x95x10	\$19,112.00	
	Freight	\$2,072.25	
	Total		\$30,722.25
Espoinosa Carage			
A723325/A723265	Four (4) Freight@367.50		\$1,470.00
A723264/A723304			
	Grand Total Store #891		\$1,319,245.48

LEASE CLOSING SCHEDULE

Lessee Name:	<u>Furr's Supermarkets, Inc.</u>
Equipment Lease No.:	<u>1022595</u>
Master Equipment Lease Agreement Dated:	<u>October 24, 1995</u>
Schedule No.:	<u>003</u>
Closing Date:	<u>February 28, 1996</u>

1. **Description of Equipment:**
Grocery Store furniture fixtures and equipment per the attached exhibit "A" herein incorporated by this reference.

2. **Location of Equipment:** (Lessee agrees that the Equipment will at all times remain in the possession and control of Lessee at the location(s) specified below, and will not be removed without Lessor's prior written consent.)

#898 102 Caldwell, Belen, NM 87002 (Valencia County)

3. **Total Equipment Cost:** \$1,236,547.21

4. **Periodic Rent:**
The total sum of \$1,512,051.12
Dollars in Sixty (60) installments of \$21,356.65 and twelve (12) @ \$19,221.01
Dollars each, payable commencing on March 28, 1996
and at monthly in arrears intervals thereafter.

Rental Adjustment: The rental factor will be adjusted at lease closing in accordance with the following formula:

The rental factor will be converted to a simple interest equivalent rate that is then increased or decreased 1% for each 1% (or pro rata for any fraction of 1%) change in the average yield of four (4) year U.S. Treasury Notes (as published in Federal Reserve Statistical Release H.15[519]) from the complete one week period immediately preceding the date of and the complete one week period immediately preceding the date of lease closing.

At Lease expiration, Lessee shall have the right to purchase the Equipment for its then Fair Market Value or to renew the Lease on an annual basis for its then Fair Market Rental Value.

Lessee shall have the option to purchase all but not less than all of the Equipment at the end of the sixtieth (60) month thereof (the "Early Purchase Option Date") for an amount (the "Early Purchase Option Price"), payable in immediately available funds, equal to twenty and seventy one hundredths percent (20.70%) of the Acquisition Cost, plus an amount equal to all sales or excise taxes on or measured by the sale of the Equipment to Lessee, and provided further that Lessee shall have notified Lessor in writing of Lessee's intention to exercise such option not more than ninety (90) nor less than sixty (60) days prior to the Early Purchase Option Date. Such option shall be only on the Early Purchase Option Date and at no other time. If the Early Purchase Option Price of the Equipment has not been paid to Lessor on the Early Purchase Option Date, Lessee shall continue to pay rent for the Equipment as specified in the Lease.

In addition, adjustment of the rental factors as provided may require corresponding adjustments to the Early Purchase Option Price to preserve Lessor's anticipated transaction economics. Lessee will be provided with adjusted percentages at the time this option to fix is exercised.

5. **Insurance Required** (All policies to require at least 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$1,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the equipment, based on the original equipment cost of \$1,236,547.21 and Loss Payable Endorsement naming Lessor as loss payee.
 - c. Other: N/A

6. **Stipulated Loss Values:**

First Year:	<u>102.5003</u>	%	Fourth Year:	<u>67.1426</u>	%
Second Year:	<u>94.2136</u>	%	Fifth Year:	<u>51.1519</u>	%
Third Year:	<u>81.5814</u>	%	Sixth Year:	<u>20.7000</u>	%

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Location:	#898 102 Caldwell, Belen, NM 87002 (Valencia County)		
Vendor/Invoice	Equipment Description	Amount	Total
Lozier Corporation 755737-000-00	(308) 4ft. island sections	\$76,290.48	
	(60) Wall sections and ends		
	(44) PLT Extension, black Panels, trim, heavy duty beams		
	(3660) shelves		
	Freight	\$7,617.29	
	Pallets	\$558.00	
	Total		\$84,465.77
McCue Corporation 045308	Cart guards	\$273.00	
	Freight	\$99.55	
	Total		\$372.55
045351	Cart stops for aisles & checkput cases	\$10,320.00	
	Freight	\$523.21	
	Total		\$10,843.21
045310	Cart Guards	\$1,828.80	
	Freight	\$199.05	
	Total		\$2,027.85
45977	Cart guards	\$1,860.30	
	Freight	\$182.91	
	Total		\$2,043.21
National Cart 37773	Seventy(70) Utility carts	\$8,820.00	
	(210) shelves for u-boats	\$5,292.00	
	Freight	\$1,525.50	
	Total		\$15,637.50
37703	Thirty(30) Utility carts	\$3,780.00	
	Ninety(90) shelves for u-boars	\$2,268.00	
	Freight	\$609.75	
	Total		\$6,657.75
Barker Co. 5919	Two (2) four door donut cases BWU77D951115-1/BWU77D951115-2	\$8,840.00	
	Two(2) Filler wedges BWUEW951115-2/BWUEW951115-1	\$1,250.00	
	One(1) three door donut case BWU59D951115-1	\$4,203.00	
	One(1) 4'bakery wall shelving BWS48R951115-1	\$4,133.00	
	One(1) 14' bakery wall shelving BWS72B951115-1	\$8,519.00	
	Freight	\$1,540.00	
	Total		\$28,485.00
Clamp Swing Pricing 86806	(200 7x11 framework/red	\$950.00	
	Freight	\$44.60	

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	Total		\$994.60
Contract Freighters			
1413497	Freight	\$2,016.96	
1422045	Freight	\$2,016.96	
	Total		\$4,033.92
Hardware Specialties Sales			
46740	Steel tubing	\$1,457.23	
	Freight	\$79.48	
	Total		\$1,536.71
Hitech			
1546	One (1) Icing warmer	\$137.40	
	Freight	\$14.00	
	Total		\$151.40
Universal Stainless			
0012181-IN	One(1) 3 compartment bakery sink	\$1,497.20	
	One(1) Table top	\$769.20	
	Five(5) table tops and legs	\$1,572.00	
	One(1)Maple table top	\$637.00	
	One(1) 8MTT Maple table top	\$405.00	
	Two(2) 3comp. sink w/drainboards	\$2,533.60	
	Five (5) 6GLSB30 legs	\$1,282.00	
	One(1) wk table	\$217.20	
	One(1) Poly top	\$325.60	
	One(1) Fish sink w/drainboard	\$2,464.00	
	One(1) Custom comp sink	\$1,614.00	
	Total		\$13,316.80
Boston Retail Products			
117145	Thirteen (13) Str. Beams	\$983.24	
	Three(3) Tru Corner upper/lower	\$203.67	
	Two(2) 45deg curve upper/lower	\$135.78	
	(54) Connectors	\$154.44	
	Eleven(11) cbie&hdw kit	\$151.58	
	Freight	\$141.46	
	Total		\$1,770.17
Ecnono Max			
49330	One(1) Proline 300S solid double door	\$999.36	
	One(1) Jamb guard	\$51.84	
	One(1) Spring bumper brown	\$223.20	
	One(1) steel reinforced spine	\$108.00	
	Two(2) Proline 300S solid double door	\$1,925.28	
	Two(2) jamb guard	\$103.68	
	Two(2) Spring bumper brown	\$446.40	
	Two(2) steel reinforced spine	\$216.00	
	Two(2) 350S Swing rite solid double door	\$1,113.12	
	Two(2) Jamb guard	\$103.68	
	Two(2) impact plate	\$103.68	
	One(1) 350S Swingrite solid double door	\$556.56	
	One(1) jamb guard	\$51.84	
	One(1) impact plate	\$51.84	

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	Three(3) 350S Swingrite single door	\$1,140.48	
	Three(3) jamb guard	\$77.76	
	Three(3) impact plate	\$116.64	
	One(1) 350S Swingrite single white door	\$380.16	
	One(1) jamb guard	\$25.92	
	One(1) impact plate	\$38.88	
	One(1) 350S swingrite solid single door	\$380.16	
	One(1) jamb guard	\$25.92	
	One(1) impact plate	\$38.88	
	Total		\$8,279.28
Espinosa Cartage			
A101656	Freight	\$625.00	
	Total		\$625.00
Lozier			
75749200000	Two(2) Prescription file unit	\$4,519.90	
	Eight(8)RX card for undercounter		
	Three(3) undercntr vial unit		
	One(1) Undercounter narcotic unit		
	One(1) Undercounter refuse unit		
	Nineteen (19) RX Storage shelves		
	Six(6)RX storage shelf panel		
	Pallets	\$54.00	
	Total		\$4,573.90
Refreigeration Techno			
3443	One(1) Produce cooler strip curtain	\$150.00	
	One(1) Freezer strip curtain	\$164.00	
	One(1) Dairy cooler strip curtain	\$150.00	
	One(1) Dairy cooler strip curtain	\$71.00	
	One(1) Meat cooler strip curtain	\$150.00	
	One(1) Meat cooler hinged strip curt	\$218.00	
	One(1) Meat Holding hinged stripcurtain	\$300.00	
	One(1) Meat holding hinged strip curt	\$218.00	
	Two(2) Deli cooler strip curtain	\$142.00	
	One(1) Bakery freezer strip curtain	\$78.00	
	Freight	\$101.04	
	Total		\$1,742.04
3445	One(1) New Leer Walkin meat cooler	\$8,840.00	
	One(1) New Leer walkin dell/bakery	\$10,931.00	
	(3cell) cooler freezer		
	One (1) New leer walkin meat hold cooler	\$3,512.00	
	Freight	\$2,180.25	
	Total		\$25,463.25
Universal Stainless			
0012322-IN	One(1) Modtable equip stand	\$192.80	
	Total		\$192.80
Barker Co.			
5859	One(1) NFO-6R6'open upright floral	\$4,954.00	
	s/n NFO6R951110-1		
	One(1) FT8MR8' low profile floral bouquet	\$5,972.00	

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	s/n FT8MR951110-1		
	One(1) FT4R4' low profile floral bouquet	\$5,754.00	
	s/n FT4R951110-1		
	One(1) FT4R 4' low profile floral bouquet	\$5,754.00	
	s/n FT4R951110-2		
	One(1) FT4R4'low profile bouquet	\$4,973.00	
	s/n FT4R951110-3		
	Freight		
	Total	\$750.05	
Clamp Swing Co 86924			\$28,157.05
	One(1) Furr's sign kit	\$311.27	
	Freight	\$11.47	
	Total		\$322.74
Espinosa Cartage A102617			
	Freight		
	Total	\$90.92	
Hussmann 91325			\$90.92
	One(1) Walkin Evaporators	\$16,333.00	
	One(1) Cpm[ressor racks&condensers	\$128,642.00	
	Total		\$144,975.00
Refrigeration Techno 3456			
	One(1) Walkin freezer 12'x40'x10'	\$9,221.00	
	One(1) Walkin produce cooler 16'x28'x10'	\$8,111.00	
	Styleing cooler display doors (5)	\$17,504.90	
	Freight	\$2,180.25	
	Freight	\$1,135.55	
	Total		\$38,152.70
Axis Marketing 33263			
	Three (3) New scale holders	\$267.00	
	Freight	\$12.66	
	Total		\$279.66
Barker Co.			
	Two (2) four door donut cases	\$8,840.00	
	BWU77D951115-1/BWU77D951115-2		
	Two(2) Filler wedges	\$1,250.00	
	BWUEW951115-2/BWUEW951115-1		
	One(1) three door donut case	\$4,203.00	
	BWU59D951115-1		
	One(1) 4'bakery wall shelving	\$4,133.00	
	BWS48R951115-1		
	One(1) 14' bakery wall shelving	\$8,519.00	
	BWS72B951115-1		
	Freight		
	Total	\$1,540.00	
Central Freight Lines 59131481-2			\$28,485.00
	Freight	\$158.60	
	Total		\$158.60
Classic Refrigeration 032601			
	One(1) Ice cuber	\$1,334.25	

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	s/n 864295-03M		
	One(1) Ice cuber bin 260lb cap	\$416.25	
	s/n 865493-03M		
	One(1) Ice Flaker	\$1,874.25	
	s/n 830755-11M		
	One(1) Ice flaker bin 60lb cap.	\$531.00	
	s/n 875509-04M		
	One(1) Bin adapter	\$126.00	
	Freight	\$239.70	
	Total		
Gotterman Company 87459A			\$4,521.45
	Three(3) Five step platform ladder	\$458.40	
	Total		\$458.40
Contract Freighters 1422047	Freight		
1422063	Freight	\$2,016.96	
1422064	Freight	\$880.60	
	Total	\$880.60	
Columbia Showxase 12/07/1995			\$3,778.16
	One(10) Sahrpoo Cabinet	\$335.00	
	One(1) Bottle rack	\$502.00	
	Total		\$837.00
Garb-el Products 00062910	One(1) Trim table model automatic	\$3,265.00	
	One(1) s/s chute	\$249.00	
	Less allowance	(\$702.80)	
	Freight	\$414.40	
	Total		\$3,225.60
Hobart 2792895	One(1) Scale Printer s/n 171040723	\$1,585.00	
	Four(4) Scale, printer w/display s/n 171063250/171063492 171063546/171063583	\$11,236.00	
	Total		\$12,921.00
Hubert 299536	One(1) Balloon storage cabinet	\$359.00	
	Freight	\$34.43	
	Total		\$393.43
Johnnie Suggs Sales 1208952	One(1) Set Furr's Logo sign	\$12,500.00	
	One(1) Bakery Dept. sign	\$2,160.00	
	One(1) Deli dept. sign	\$1,440.00	
	One(10) Food court sign	\$3,240.00	
	One(1) Pharmacy sign	\$2,880.00	
	One(1) 1hr. Photo sign	\$2,880.00	
	One(1) Floral dpt. sign	\$2,160.00	
	One(1) Super Video Awning	\$7,080.00	
	One(1) Super video awning south	\$3,380.00	

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	Permits		
	Total	\$310.00	
KES Irrigation 113271	One(1) Claiber mist Kit	\$2,888.25	\$38,030.00
	Two(2) Caliber corner add-on	\$24.30	
	20' poly tube	\$3.90	
	One(1) Pump w/expansion tank	\$299.24	
	Freight	\$132.60	
	Total		
Middleby 314129	One(1) Disposer	\$573.00	\$3,348.29
	One(1) Breaker vacuum	\$24.00	
	One(1) Valve solenoid	\$56.00	
	One(1) standard panel	\$440.00	
	Freight	\$36.82	
	Total		
National Cart 00039914	Two(2) Bakery transport cabinet	\$802.80	\$1,129.82
	Two(2) Wet produce carts	\$395.10	
	Freight	\$102.61	
	Total		
00039689	One(1) Produce dolly cart	\$91.80	\$1,300.51
	One(1) Produce dolly cart 1 lug	\$50.85	
	Eight(8) meat lugs	\$47.88	
	Five(5) Dunnage rack	\$265.50	
	Four(4) 6' boat rack	\$468.00	
	Eight(8) Platter carts	\$1,184.40	
	Freight	\$208.80	
	Total		
Refrigeration Technologies 3444	Three (3) Recon Curved glass deli cases	\$4,500.00	\$2,317.23
	One(1) Pair case ends	\$490.00	
	Freight	\$1,082.50	
	Total		
3458	One(1) Recon Hussman 8' meat case	\$3,000.00	\$6,072.50
	Freight	\$912.50	
	Total		
3465	Three(3) Stytleline dairy cooler shelf	\$98.40	\$3,912.50
	Freight	\$16.01	
	Total		
Services & Construction 6400	Two(2) 5x5 produce platforms	\$680.00	\$114.41
	Five(5) 17' produce platform dummies	\$4,828.00	
	One(1) 26' dry produce dummies	\$1,925.00	
	One(1) 14' spice cabinet	\$2,800.00	
	One(1) 40' metal viva canopy	\$720.00	
	One(1) bean & rice fixtures	\$950.00	
	Two(2) tobacco cabinets	\$750.00	
	Freight	\$350.00	

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	Total		
6404	Install viva prod canopy		\$13,003.00
	Total	\$1,125.00	
6408	One (1) Video service counter	\$12,992.00	\$1,125.00
	One(1) video shelving unit	\$27,595.00	
	Four (4) TV Units	\$1,750.00	
	One(1) Kodak cabinet	\$1,350.00	
	Install stair treads on shelving	\$1,600.00	
	Total		\$45,287.00
6388	Seventeen(17) 3x6 bakery tables	\$10,455.00	
	Two(2) hot tables, food court	\$1,960.00	
	One(1) register cabinet food court	\$1,830.00	
	End bases lower&upper	\$9,705.00	
	Installation	\$385.00	
	Freight	\$250.00	
	Total		\$24,585.00
Structural concepts 98116	Six(6) Floral Steps	\$150.00	
	Freight	\$6.76	
	Total		\$156.76
American Metro Communications 13400B	One(1) Telephone System	\$14,895.00	
	Less Deposit	(\$9,100.00)	
	Total		\$5,795.00
Programmed Products 031301	Freight charges	\$88.00	
	Total		\$88.00
031311	Two(2) 3'X8' hanging menu boards	\$1,474.50	
	Freight	\$284.75	
	Total		\$1,759.25
031080	One(1) Complete Decor package	\$34,655.38	
	Bakery Dept. area project#6374		
	Freight	\$806.14	
	Total		\$35,461.52
31053	Design Development drawings&specs	\$2,177.50	
	Total		\$2,177.50
031281	One(1) 4'X6'2" greeting card sign	\$995.00	
	Three(3) 2'x3'1" greeting card signs	\$1,185.00	
	Three(3) 2'x3'1" greeting card signs	\$1,185.00	
	Freight	\$673.70	
	Total		\$4,038.70
Spec's Refrigeration 3812	Final installation CPC system	\$9,062.50	
	Total		\$9,062.50
3810	Partial payment #10	\$9,062.50	
	Total		\$9,062.50
C&H Refrigeraiton 001381	Installation	\$35,339.40	\$35,339.40

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MetLife Capital, Limited Partnership as Lessor and Furr's Supermarkets, Inc. as Lessee**

Retail Advertisers

002973	(82) Video categories signs	\$3,936.00	
	One(1) set egg signs	\$128.00	
	Four(4) Ringbell signs	\$192.00	
	One(1) Large open banner	\$675.00	
	Two(2) small open banners	\$660.00	
	One(1) Video wall graphic	\$392.00	
	Two(2) trial sizebanners	\$96.00	
	Three(3) Tortillas panel	\$144.00	
	One(1) Video arrow drop	\$48.00	
	Two(1) Express lane signs	\$96.00	
	Ten(10) Parking lot pennants	\$300.00	
	Six(6) Red komotex signs	\$288.00	
	Two(2) Digital panels bakery	\$504.00	
	Two(2) Digital panels Food court	\$504.00	
	Two(2) Digital panels airplane	\$504.00	
	Three(3) Digital panels salami	\$756.00	
	Total	\$9,223.00	\$9,223.00
Hitech 8400	Check all bakery equipment	\$5,757.32	
	Total		\$5,757.32
American Granby Corp 232833-001	One(1) Aquamate portable water mach	\$525.00	
	Freight	\$25.00	
	Total		\$550.00
Amigo Mobility 0539420	One(1) Smart shopper	\$1,401.25	
	Freight	\$88.00	
	Total		\$1,489.25
C&H Refrigeration 0002057-IN	Partial billing for installation	\$166,150.00	
	Total		\$166,150.00
Contract Freighters 1419179	Freight	\$2,016.96	
1419178	Freight	\$2,016.96	
1419177	Freight	\$2,016.96	
	Total		\$6,050.88
HTI Exhibits Ltd. 95083	Sixteen(16) sets "New Release"	\$784.00	
	Total		\$784.00
Hobart 2761321	One(1) Used Mixer s/n 11234	\$1,444.00	
	Service contract	\$106.00	
	One(1) 30qt bowl adapter	\$171.00	
	One(1) 40qt tinned bowl	\$223.00	
	One(1) 40qt alum. flat beater	\$80.00	
	One(1) 40qt wire whip	\$132.00	
	One(1) 60qt Painted bowl truck	\$157.00	

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	Total		\$2,313.00
2763099	One(1) Mixer s/n 1870384	\$6,643.00	
	Service contract	\$407.00	
	Total		\$7,050.00
Hussman			
78630	(108) Frozen food doors	\$127,865.00	
	Three(3) Beer case doors	\$4,232.00	
	Three(3) Seafood case doors	\$4,232.00	
	Three(3) Frozen bakery case doors	\$4,604.00	
	Three(3) Frozen bakery case doors	\$4,604.00	
	24' service seafood	\$18,798.00	
	96' Fresh meat	\$31,597.00	
	Total		\$195,932.00
Refrigeration Technologies			
3467	104'Recond. PH Top air produce cases	\$15,750.00	
	Three(3) pairs box mirrored case ends	\$1,869.00	
	Freight	\$1,567.50	
	Total		\$19,186.50
3439	Three(3) Recond. 8' curved glass cases	\$4,500.00	
	Three(3) pair case ends	\$1,470.00	
	Four(4) Stainless Ice pans for fish ops.	\$315.92	
	Freight	\$1,082.50	
	Total		\$7,368.42
3460	Prep. cases for loading shipment	\$400.00	
	Freight	\$1,519.32	
	Total		\$1,919.32
3450	One(1) Recond. MWI-8' Island meat case	\$3,000.00	
	Freight	\$912.50	
	Total		\$3,912.50
3462	One(1) Walkin dairy cooler 10x91x8	\$13,840.00	
	Freight	\$2,180.25	
	Total		\$16,020.25
3446	Four(4) Recon. Custom. DM-12'cases	\$6,000.00	
	One(1) Recon. custom. DM-8' case	\$1,500.00	
	Three(3) Recon.Custom. JVM-12'case	\$4,500.00	
	Three(3) Convert JVM to DM style	\$600.00	
	One(1) Recon. custom. JVM-8' case	\$1,500.00	
	One(1) Convert JVM to DM style	\$200.00	
	(61) 22" non lite case shelves	\$2,836.50	
	Two(2) pair box mirrored ends	\$1,246.00	
	Freight	\$2,019.32	
	Total		\$20,401.82
Reynolds Corp.			
007846	One(1) LH Customer Unload & Modif s/n 10423	\$3,648.54	
	One(1) ADA Checkwriter	\$52.33	
	One(1) LH Customer unload w/RE7 s/n 10424	\$2,697.87	
	One(1) ADA Checkwriter	\$52.33	

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	Freight	\$1,225.80	
	Total		\$7,676.87
Services& Construction			
6398	One(1) Drink condiment cabinet	\$1,350.00	
	Total		\$1,350.00
Specs Refrigeration			
3805	Partial billing install CPC System	\$18,125.00	
	Total		\$18,125.00
Structural Concepts			
97723	Three(3) 4' floral wallsection s/n 912373JY002057-002059	\$675.00	
	Three(3) 4' foral wall mid unit s/n 912373JY002065-002067	\$450.00	
	Three(3) 4' floral wall top unit s/n 912373JY002078-002080	\$300.00	
	Five(5) 3' island base unit s/n 912373JY002060-002064	\$1,125.00	
	Five (5) 3' island mid unit s/n 912373JY002073-002077	\$750.00	
	Five(5) 3' island top unit s/n 912373JY002068-002072	\$500.00	
	One(1) 90 degree wedge s/n 912373JY002019	\$830.00	
	Freight	\$609.32	
	Total		\$5,239.32
Tote Cart			
13470	(110) Red baskets/white print handle	\$8,800.00	
	(110) Long black straps	\$220.00	
	(110) vert bumper clear kit	\$495.00	
	Total		\$9,515.00
Universal Stainless			
0012583-IN	Two(2) Flash mounted faucet	\$170.00	
	Freight	\$40.00	
	Total		\$210.00
WT Lighting			
42702	(648) GE 14947 lamps	\$1,717.20	
	(850) GE 23411 lamps	\$5,469.75	
	Total		\$7,186.95
	Grand Total Store #898		\$1,236,547.21

LEASE CLOSING SCHEDULE

Lessee Name:	<u>Furr's Supermarkets, Inc.</u>
Equipment Lease No.:	<u>1022595</u>
Master Equipment Lease Agreement Dated:	<u>October 24, 1995</u>
Schedule No.:	<u>004</u>
Closing Date:	<u>February 28, 1996</u>

1. **Description of Equipment:**
Grocery Store furniture fixtures and equipment per the attached exhibit "A" herein incorporated by this reference.

2. **Location of Equipment:** (Lessee agrees that the Equipment will at all times remain in the possession and control of Lessee at the location(s) specified below, and will not be removed without Lessor's prior written consent.)

#899 901 California, Socorro, NM 87801 (Socorro County)

3. **Total Equipment Cost:** \$1,040,930.56

4. **Periodic Rent:**
The total sum of \$1,272,851.16
Dollars in Sixty (60) installments of \$17,978.12 and twelve (12) @ \$16,180.33
Dollars each, payable commencing on March 28, 1996
and at monthly in arrears intervals thereafter.

Rental Adjustment: The rental factor will be adjusted at lease closing in accordance with the following formula:

The rental factor will be converted to a simple interest equivalent rate that is then increased or decreased 1% for each 1% (or pro rata for any fraction of 1%) change in the average yield of four (4) year U.S. Treasury Notes (as published in Federal Reserve Statistical Release H.15(519)) from the complete one week period immediately preceding the date of and the complete one week period immediately preceding the date of lease closing.

At Lease expiration, Lessee shall have the right to purchase the Equipment for its then Fair Market Value or to renew the Lease on an annual basis for its then Fair Market Rental Value.

Lessee shall have the option to purchase all but not less than all of the Equipment at the end of the sixtieth (60) month thereof (the "Early Purchase Option Date") for an amount (the "Early Purchase Option Price"), payable in immediately available funds, equal to twenty and seventy one hundredths percent (20.70%) of the Acquisition Cost, plus an amount equal to all sales or excise taxes on or measured by the sale of the Equipment to Lessee, and provided further that Lessee shall have notified Lessor in writing of Lessee's intention to exercise such option not more than ninety (90) nor less than sixty (60) days prior to the Early Purchase Option Date. Such option shall be only on the Early Purchase Option Date and at no other time. If the Early Purchase Option Price of the Equipment has not been paid to Lessor on the Early Purchase Option Date, Lessee shall continue to pay rent for the Equipment as specified in the Lease.

In addition, adjustment of the rental factors as provided may require corresponding adjustments to the Early Purchase Option Price to preserve Lessor's anticipated transaction economics. Lessee will be provided with adjusted percentages at the time this option to fix is exercised.

5. **Insurance Required** (All policies to require at least 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$1,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the equipment, based on the original equipment cost of \$1,040,930.56 and Loss Payable Endorsement naming Lessor as loss payee.
 - c. Other: N/A

6. **Stipulated Loss Values:**

First Year:	<u>102.5004 %</u>	Fourth Year:	<u>67.1434 %</u>
Second Year:	<u>94.2141 %</u>	Fifth Year:	<u>51.1525 %</u>
Third Year:	<u>81.5821 %</u>	Sixth Year:	<u>20.7000 %</u>

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Vendor/Invoice	Equipment Description	Amount	Total
Store #899 Location:	901 California, Socorro, NM 87801 (Socorro County)		
All State Painting			
2466	Paint six rows of Gondolas	\$1,500.00	
North American Apache	Total		\$1,500.00
13167	Two(2) 64' center gondolas 72" high 20 1/2" base 2 sides with end panels and misc. consisting of:		
	(40) 3' basic units	\$3,120.00	
	(2) 4' basic units	\$160.00	
	(2) end standards	\$94.00	
	(4) end panels 74"x44"	\$392.00	
	(125) 20" upper metal shelves 3'	\$1,750.00	
	(40) 20" metal upper shelves 4'	\$590.00	
	(244) 24" metal upper shelves 3'	\$4,148.00	
	(257) 20 1/2" metal base shelves 3'	\$3,855.00	
	(67) 24 1/2" metal base shelves 3'	\$1,273.00	
	(72) 6" base foot extenders	\$720.00	
	(105) 12" new style standard extenders	\$1,260.00	
	(98) 12" backpanel extenders 3'	\$980.00	
	(324) kickplates/black	\$1,944.00	
	Freight	\$1,750.00	
	Total		\$22,036.00
13168	Raise (4) end panels job 12991	\$276.00	
	Six(6) end panels 86"x44 w/shelf standar	\$990.00	
	Six(6) End panels 86"x48" with shelf standrs.	\$1,032.00	
	Two(2) end panels 86"x52" with shelf standards	\$378.00	
	Freight	\$195.00	
	Total		\$2,871.00
Axis			
21910	104 remanufactured Hussman PH/PHSM produce cases/ install	\$17,343.00	
	Five (5) Bagstand holders	\$345.00	
	Five(5) Scale holders	\$445.00	
	Freight	\$2,600.00	
	Total		\$20,733.00
Belew's Inc.			
4277880	Four (4) HON Chairs	\$619.80	
	Freight	\$60.00	
	Total		\$679.80
Carlson			
035155	(52) 10/10 standard rack	\$4,338.88	
	(52) 3/16" 4x6x23.875 fence	\$779.48	
	(78) 2 tier standard dividers	\$1,392.30	
	Freight	\$366.73	
	Total		\$6,877.39
Classic Refrigeration			
031643	One(1) Modular cuber s/n 864277-03M	\$1,334.25	
	One(1) Modular Bins/n 865461-03M	\$416.25	

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	One(1) Modular flaker s/n 868824-03M	\$1,374.25	
	One(1) Modular bin s/n 837784-12M	\$531.00	
	One(1) Bin adapter	\$126.00	
	Freight	\$239.70	
	Total		\$4,521.45
Contract Freighters			
1385577	Freight	\$2,060.89	
1385578	Freight	\$2,060.89	
	Total		\$4,121.78
Econo Max			
47157	Two(2) 300S Proline 72x96 double leaf door	\$1,925.28	
	Two(2) 9" jamb guards	\$103.58	
	Two(2) 24" spring bumper brown	\$446.40	
	Two(2) steel reinforced spine	\$216.00	
	One(1) 300S Proline 84x96 double leaf door	\$999.36	
	One(1) 9" jamb guard	\$51.84	
	One(1) 24" spring bumper brown	\$223.20	
	One(1) 300S Proline solid single door	\$382.16	
	One(1) 9" jamb guard	\$25.92	
	One(1) 24" impact plate	\$36.88	
	Four(4) 350S Proline swinnite single door	\$1,520.64	
	Four (4) 9" jamb guard	\$103.68	
	Four(4) 24" impacct plate	\$155.52	
	One(1) 350S Proline swingrite double door	\$556.56	
	One(1) 9"jamb guard	\$51.84	
	One(1) 24" impact plate	\$51.84	
	Total		\$6,850.80
Espinosa Cartage			
A720720	Freight	\$392.04	
	Total		\$392.04
Granby Company			
226489-001	One(1) Aquamate3, 12" swt assembly	\$525.00	
	Freight	\$25.25	
	Total		\$550.25
Hardware Specialties			
46247	Gate assembly, outlets, rails, bolts	\$1,392.43	
	Freight	\$154.39	
	Total		\$1,546.82
Hitech			
1511	One (1) Baxter rack oven	\$16,978.50	
	Six(6) Bater oven racks	\$2,049.30	
	Six (6) Baxter oven racks	\$1,846.38	
	One(1) Baxter proof box	\$4,564.91	
	One (1) Donut Fryer	\$2,205.00	
	One(1) Baxter Filter unit	\$833.96	
	One(1) Baxter glazing table	\$549.67	
	(75) Proofing screens	\$1,455.00	
	Twenty(20) Glazing screens	\$197.80	
	One(1) Kook-E-King cookie machine	\$2,200.27	

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	One(1) 191-18 Kook-E-King Die	\$124.19	
	One(1) 205-212 Kook-E-King die	\$139.94	
	One(1) 189-M20 Kook-E-King die	\$147.81	
	One(1) 401-M16 Kook-E-King die	\$139.94	
	One(1) 189-114 Kook-E-King die	\$124.19	
	One(1) #4 Kook-E-King tabletop mount	\$42.48	
	One(1) LVO Sheeter/moulder	\$3,743.75	
	One(1) Market Forge Steamer	\$3,768.19	
	Two(2) Exact tabletop wrap stations	\$465.74	
	One(1) Exact Floor model wrap station	\$399.30	
	One(1) Aquaria Lobster Tank 30lb cap.	\$3,300.00	
	Total		\$45,276.32
Hobart			
2724868	Four(4) SP1500Scale/Printer w/accy s/n: 1710059731/171060914 171061032/171061035	\$9,984.00	
	Less allowance	(\$2,000.00)	
	Four (4) Standard display-domestic	\$624.00	
	Four(4) 512k expansion mem board	\$1,348.00	
	Four(4) Interface	\$1,024.00	
	Total		\$10,980.00
Hubert			
191947	One(1) Balloon storage cabinet	\$356.25	
	Total		\$356.25
Hussmann			
75996	Walk in evaporators	\$16,017.00	
	Compressor racks and condensers	\$120,502.00	
	Total		\$136,519.00
90532	One(1) 12' self serve deli	\$6,205.00	
	One(1) 24' service deli	\$20,791.00	
	One(1) 16' service seafood	\$13,019.00	
	One(1) 88' multi deck fresh meat	\$30,722.00	
	One(1) 16' multi decksalad	\$9,775.00	
	Total		\$80,512.00
90689	One (1) Contoured end M3G	\$580.00	
	Total		\$580.00
Johnnie Suggs Sales			
323951	One(1) Furr's sign 10' tall logo "F"	\$10,800.00	
	One(1) set bakery sign	\$2,160.00	
	One(1) set deli sign	\$1,440.00	
	One(1) set floral sign	\$2,160.00	
	One(1) set pharmacy sign	\$2,880.00	
	One(1) set food court sign	\$3,240.00	
	One(1) set 1 hour photo sign	\$2,880.00	
	Total		\$25,560.00
PO2531	Manufacture & install One(1) double face 7'x28'sign, forty feet (40) tall, with four (4) department signs between poles	\$18,453.00	
	Total		\$18,453.00

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Lozier			
741821-004-00	(2100) Aluminum shelve tags	\$6,240.00	
	Freight	\$685.02	
	Total		\$6,925.02
750293-001-00			
	Thirty (30) storage shelves and	\$3,535.50	
	One(1) Undercounter narcotics unit		
	Pallets	\$18.00	
	Freight	\$1,639.64	
	Total		\$5,193.14
The Marco Company			
55467			
	Four(4) Veg 36xG//I Produce extender	\$648.00	
	half moon		
	Twenty Two(22) 16" red vented meat case	\$462.00	
	Trays		
	Twenty Two(22) 18" red vented meat case	\$506.00	
	Trays		
	Twenty Six (26) Straight front adjustable	\$1,534.00	
	Freight	\$129.11	
	Total		\$3,279.11
McCue Corporation			
041906			
	Three (3) cart stops "fish"	\$192.00	
	Five (5) cart stops "dell meats"	\$366.00	
	Fourteen(14) cart stops "fresh meats"	\$1,050.00	
	Nine(9) cadrt stops "dairy"	\$670.00	
	Nine(9) cart stops "produce"	\$708.00	
	Two(2) cart stops "salad"	\$144.00	
	Forty Nine(49) cart stops "frozen foods"	\$3,730.00	
	Four(4) cart stops "beer"	\$328.00	
	(272) cartstops ll flanged socket	\$1,632.00	
	Freight	\$417.22	
	Total		\$9,237.22
Money Processing			
39179			
	Three (3) Coin Dispenser stainless steel	\$3,717.00	
	s/n 756164/756165/756174		
	Two(2) Brandt coin disp. Magaziea	\$546.00	
	Total		\$4,263.00
National Cart			
37773			
	Fourteen(14) heavy duty utility carts	\$1,764.00	
	Forty Two(42) Shelves for U-Boats	\$1,058.40	
	Freight	\$305.10	
	Total		\$3,157.50
377703			
	Six (6) Heavy duty utility carts	\$756.00	
	Eighteen(18) Shelves for u-boats	\$453.60	
	Freight	\$121.95	
	Total		\$1,331.55
Noxell Corporation			
AO383286			
	Sixteen (16) peg hooks	\$100.00	
	Eleven (11) 3"x60" peg sections	\$2,126.08	
	Eleven (11) lighting kits	\$702.35	

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	One(1) base end plates	\$18.86	
	Sixteen(16) insert signs	\$48.00	
	Eleven (11) Base line 3'	\$775.94	
	Eleven (11) ne 3' header	\$1,039.17	
	Total		\$4,810.40
AO383298	One(1) "x60" peg section	\$193.28	
	One(1) 3' lighting kit	\$63.85	
	One(1) 3" in-line base	\$70.54	
	Total		
Programmed Products			
30641	Design development of interior	\$2,307.50	
	Total		\$2,307.50
Refrigeration Techno			
3364	Five(5) Recon. 12' frozen food coffin cases	\$7,500.00	
	One(1) Recon. 8' frozen food coffin case	\$1,500.00	
	Two(2) Recon. 6' frozen foods end coffin cases	\$1,500.00	
	Freight	\$2,700.55	
	Total		\$13,200.55
3365	Five (5) recon. 12' frozen food coffin cases	\$7,500.00	
	One(1) Recon. 8' frozen food coffin case	\$1,500.00	
	Two(2) frozen food end coffin case	\$1,500.00	
	Freight	\$2,700.55	
	Total		\$13,200.55
3366	One(1) Meat holding cooler 11'x16'10'	\$4,521.00	
	One(1) Fish cooler 9'x11'10'	\$2,863.00	
	One(1) deli cooler 13'x9'x10'	\$3,276.00	
	One(1) Bakery/deli cooler 10'x20'x10'	\$6,336.00	
	One(1) Bakery cooler 15'x7'x10'	\$3,260.00	
	Freight	\$2,212.32	
	Total		\$22,468.32
3371	Four (4) Recon. JVM/DM 12' cases	\$6,000.00	
	One(1) Pair mirrored case ends	\$620.00	
	Sixty(60) Unilite shelves for JVM cases	\$2,790.00	
	Freight	\$1,230.00	
	Total		\$10,640.00
3381	Five (5) recon, JVM/DM 12' multi deck case	\$7,500.00	
	Four(4) Convert JVM to DM cases	\$800.00	
	Three(3) Recon. DM 8' multi deck case	\$4,500.00	
	Three(3) Prs. JVM/DM mirrored case ends	\$1,869.00	
	(105) 22' unilite shelves for Hussman case	\$4,882.50	
	Freight	\$1,896.60	
	Total		\$21,448.10
3394	Five(5) recon. Hussman 12' frozen cases	\$7,500.00	
	One(1) REcon. Hussmann 8' frozen case	\$1,500.00	
	Two(2) reco. Hussmann case ends	\$1,500.00	
	Freight	\$2,762.02	
	Total		\$13,262.02
3359	One(1) Produce cooler strip curtain	\$150.00	
	Two(2) Dairy cooler strip curtain	\$300.00	

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	One(1) Meat holding cooler strip curtain	\$150.00	
	One(1) Meat holding cooler hinges	\$209.00	
	One(1) Fish cooler strip curtain	\$71.00	
	One(1) Delic cooler strip curtain	\$71.00	
	Two (2) Deli freezer strip curtain	\$229.00	
	One(1) Bakery cooler strip curtain	\$71.00	
	One(1) Meat cooler strip curtain	\$150.00	
	One(1) Meat cooler joinges strip curtain	\$218.00	
	Freight	\$102.75	
	Total		\$1,721.75
3360	One(1) Leer produce wkincooler 19'x24'x10	\$7,409.00	
	One(1) Leer dairy cooler walkin 12'x84'x10	\$14,589.00	
	(32) Styleline s/eG-2 Dairy cooler doors	\$15,285.00	
	Freight	\$2,212.32	
	Total		\$39,495.32
3362	Freight on Styleline doors	\$1,073.05	
	Total		\$1,073.05
Retail Advertiser			
002348	One(1) 6'x25 red banners with logo	\$525.00	
	One(1) 6'x25 red we're open banners	\$500.00	
	One(1) 3'x40/ yellow red and blackbanners	\$470.00	
	Total		\$1,495.00
Socorro Electric			
003587	Installation temp transformer & service	\$2,500.00	
	Total		\$2,500.00
Services&Construction			
6341	Supply&install video unit&sales cabinet	\$27,026.00	
	One(1) 12' kodak cabinet	\$2,700.00	
	One(1) Kodak envelope	\$390.00	
	Four(4) 3x6 bakery table	\$2,460.00	
	Total		\$32,576.00
6344	Laminate, clean ONE(1) 12' refrig. case	\$1,014.50	
	Total		\$1,014.50
8/26/95	Two(2) 5x5 fresh produce stops	\$680.00	
	Five(5) 14' produce platforms	\$3,325.00	
	One(1) spice cabinet 16'	\$2,850.00	
	53' viva dry dummies	\$3,647.00	
	69' viva canopy, metal frames	\$1,125.00	
	One(1) Bean and rice	\$950.00	
	One(1) food court Hot table	\$960.00	
	Four(4) 3x6 bakery tables	\$2,460.00	
	One(1) video tv unit&shelves	\$531.00	
	Two(2) tobacco units	\$750.00	
	Ten(10) sets end base&middle units	\$2,950.00	
	Total		\$20,228.00
6356	Install viva produce canopy	\$3,200.00	
	Assemble orchard bin filler	\$565.00	
	Total		\$3,765.00
6361	Assemble reset rolling product racks	\$525.00	

This Exhibit "A" is attached to and made a part of that certain Lease Closing Schedule No. -004 between MetLife Capital, Limited Partnership as Lessee and Furr's Supermarkets, Inc. as Lessor

6365	Total		
	Supply floral cabinet to store		\$525.00
	Freight	\$2,850.00	
	Total	\$250.00	
Stanley Magic Door 338028629			\$3,100.00
	One(1) door model AO019698		
	One(1) dual harness	\$333.00	
	Three(3) service labor	\$50.00	
	Travel	\$150.00	
	Total	\$250.00	
Structural Concepts 96381			\$783.00
	sIX(6) Basix FLoral wall section		
	s/n911482EY000787/911482EY000788	\$1,050.00	
	911482FY000957/911482FY000958		
	911482FY000955/911482FY000956		
	Three(3) floral island section		
	S/N911482EY000791/911482FY000950	\$450.00	
	911482FY000949		
	Three(3) floral island corner section		
	S/N911482FY000771/911482FY00954	\$650.00	
	911482FY00953		
	Four(4) floral base unit		
	911482EY000790/911482EY000791	\$600.00	
	911482EY000952/911482FY000951		
	One(1) Floral wedge sides		
	S/N911482EY000779	\$810.00	
	Total		\$3,560.00
Hubert 249945			
	One(1) Scale bakers beam 16lb		
	Freight	\$340.86	
	Total	\$47.00	
'250478			\$387.86
	Three(3) Sheet pan dolly w sides&handle		
	Freight	\$260.25	
	Total	\$139.00	
253586B1			\$399.25
	Two(2) Seafood shell tag kit		
	Freight	\$351.00	
	Total	\$5.75	
All State Painting 2476			\$356.75
	Insatll decor package from Programmed		
	Total	\$7,500.00	
American Metro Communications 13326/13362B			\$7,500.00
	One(1) Condial 2000 Telephone system		
	with paging & Intercom system	\$14,350.00	
	Total		\$14,350.00
Axis 21970			\$4,000.00
	One(1) Double rotissery		
	Total	\$4,000.00	
B&H Wholesale 7739			\$4,000.00
	Replaced timer, S-T Times		
		\$1,069.99	

This Exhibit "A" is attached to and made a part of that certain Lease Closing Schedule No. -004 between MetLife Capital, Limited Partnership as Lessee and Furr's Supermarkets, Inc. as Lessor

	Run & Test run machine		
	Total		\$1,069.99
Hitech 8234	Set up and assemble proof box checked operation	\$7,539.35	
	Total		\$7,539.35
8260	Assist grand opening set up test, repair	\$3,825.70	
	Total		\$3,825.70
Hobart 2741909	One(1) Mixer s/n 11431671	\$7,050.00	
	One(1) Mixer s/n 11356560	\$1,550.00	
	Total		\$8,600.00
Programmed Products 031031	Complete decor package project 6151	\$24,018.39	
	Total		\$24,018.39
Reynolds Corporation 006844	Three(3) Left hand checkout system s/n 9925/9926/9927	\$8,093.61	
	Six(6) Left Hand checkout system s/n 9928 thru 9933	\$21,891.24	
	Three(3) ADA Charge for checwriter Freight	\$156.99	
	Total	\$2,425.00	
			\$32,566.84
Scottpolar Refrigeration 33-017589	Refrigeration parts&labor Trip charge	\$4,743.65	
	Total	\$12.00	
			\$4,755.65
Specs Refrigeration 3642/3797/3804	Install CPC System per quote 4/20/95	\$35,000.00	
	Total		\$35,000.00
Universal Stainless 0011839-IN	One(1) Produce Prep Sink	\$1,614.00	
	Total		\$1,614.00
Diehl Equipment 11104/11137/11186 11297 11291 11253 11294	Installation of refrigeration system Job#2786	\$175,000.00	
	Material Labor&truck charges	\$5,161.00	
	Installation of 16' MWI refrig. display casse	\$3,975.00	
	Installation of MWI display case	\$3,975.00	
	Total		\$188,111.00
Johnnie Suggs Sales 10231995	Manufacture & Install One(1) Super Video Awning front of building	\$5,760.00	
	Total		\$5,760.00
Lozier Corporation 741821-005-00	Shelving merchandise	\$4,207.50	

This Exhibit "A" is attached to and made a part of that certain Lease Closing Schedule No. -004 between MetLife Capital, Limited Partnership as Lessee and Furr's Supermarkets, Inc. as Lessor

	Less discount	(\$2,103.75)	
	Pallets	\$9.00	
	Freight	\$50.00	
	Total		\$2,162.75
750293-002	Shelving merchandise	\$6,660.80	
	Nine(9) pallets	\$81.00	
	Freight	\$1,621.32	
	Total		\$8,363.12
750293-00	Shelving merchandise	\$3,637.00	
	Four(4) Pallets	\$36.00	
	Total		\$3,673.00
Barker &Co. 5448	One(1) BWU77D four door donut case s/n BWU77D951005-1	\$4,420.00	
	One(1) BWU Series Dry s-serve s/n BWU77D951005-2	\$4,438.00	
	One(1) BWU series display wedge shelving s/n BWUEW951005-1	\$625.00	
	One(1) BWU59D Dry wall serve s/n BWU59D951005-1	\$4,065.00	
	One(1) BWU series exterior display wedge s/n BWUEW951005-2	\$625.00	
	One(1) BWS48R Self serve rollbin s/n BWS48R951005-1	\$4,133.00	
	One(1) BWS72B Bread shelving s/n BWS72B951005-1	\$3,651.00	
	One(1) BWS72B Bread shelving s/n BWS72B951005-2	\$3,651.00	
	Total		\$25,608.00
5036	One(1) 8'low profile floral bouquet s/n FT8R950825-1	\$5,972.00	
	One(1) FT4r 4'floral bouquet s/n FT4R950825-1	\$5,754.00	
	One(1) FT4R4' floral bouquet s/n FT4R950825-2	\$5,754.00	
	One(1) FT 6' open upright floral bouquet s/n FT4R950825-3	\$4,973.00	
	Freight	\$1,338.41	
	Total		\$23,791.41
	Grand Total Store #899		\$1,040,930.56

AMENDMENT NO. ONE

Amendment No. One to that certain Master Equipment Lease Agreement ("Lease") dated October 24, 1995 and only with respect to **Equipment Lease No. One** by and between **Furr's Supermarkets, Inc.** ("Lessee") and **MetLife Capital, Limited Partnership** ("Lessor").

WITNESSETH:

WHEREAS, the parties entered into the Lease as aforesaid;

WHEREAS, the parties now desire to amend the Lease in certain respects;

NOW THEREFORE, it is agreed as follows:

Section 16. Lessee Options at Expiration of Lease Term is amended to include the following additional paragraph:

(d) At Lease expiration, Lessee shall have the right to purchase the Equipment for its then Fair Market Value or to renew the Lease on an annual basis for its then Fair Market Rental Value.

The Lease is amended to add the following Section:

Section 27. Early Purchase Option:

1) Provided that the lease term of the Equipment described in the Schedule has not been terminated and that no Event of Default under the Lease has occurred and is continuing, Lessee shall have the option to purchase all but not less than all of the Equipment at the end of the sixtieth (60) month thereof (the "Early Purchase Option Date") for an amount (the "Early Purchase Option Price"), payable in immediately available funds, equal to twenty and seventy one hundredths percent (20.70%) of the Acquisition Cost, plus an amount equal to all sales or excise taxes on or measured by the sale of the Equipment to Lessee, and provided further that Lessee shall have notified Lessor in writing of Lessee's intention to exercise such option not more than ninety (90) nor less than sixty (60) days prior to the Early Purchase Option Date. Such option shall be only on the Early Purchase Option Date and at no other time. If the Early Purchase Option Price of the Equipment has not been paid to Lessor on the Early Purchase Option Date, Lessee shall continue to pay rent for the Equipment as specified in the Lease.

In addition, adjustment of the rental factors as provided may require corresponding adjustments to the Early Purchase Option Price to preserve Lessor's anticipated transaction economics. Lessee will be provided with adjusted percentages at the time this option to fix is exercised.

IN WITNESS WHEREOF, the parties have executed the Amendment No. One this 24th day of October, 1995.

METLIFE CAPITAL, LIMITED PARTNERSHIP

By: [Signature]
Its: Vice President

FURR'S SUPERMARKETS, INC.

By: [Signature]
Its: Senior VP, Finance

By: [Signature]
Its: DIRECTOR, TREASURY & ADMINISTRATION

AMENDMENT NO. TWO

Amendment No. One to that certain Master Equipment Lease Agreement ("Lease") dated October 24, 1995 and only with respect to **Equipment Lease No. One** by and between Furr's Supermarkets, Inc. ("Lessee") and MetLife Capital, Limited Partnership ("Lessor").

WITNESSETH:

WHEREAS, the parties entered into the Lease as aforesaid;

WHEREAS, the parties now desire to amend the Lease in certain respects;

NOW THEREFORE, it is agreed as follows:

Section 5. Periodic Rent is amended to include the following additional paragraph:

Rental Adjustment: The rental factor(s) expressed above as a percentage of Equipment Cost will be adjusted at lease closing in accordance with the following formula:

The rental factor will be converted to a simple interest equivalent rate that is then increased or decreased 1% for each 1% (or pro rata for any fraction of 1%) change in the average yield of four (4) year U.S. Treasury Notes (as published in Federal Reserve Statistical Release H.15[519]) from the complete one week period immediately preceding the date of this proposal and the complete one week period immediately preceding the date of lease closing.

IN WITNESS WHEREOF, the parties have executed the Amendment No. One this 15th day of November, 1995.

METLIFE CAPITAL, LIMITED PARTNERSHIP

By: [Signature]
Its: Vice President

FURR'S SUPERMARKETS, INC.

By: [Signature]
Its: Senior VP Finance
By: [Signature]
Its: Director Treasury Dept

FÜRR'S SUPERMARKETS, INC.
P.O. BOX 10267
ALBUQUERQUE, NM 87184
United States

Contract 001-1022595-001

Asset Addr1..... TRAMWAY & LOMAS

Asset Addr2..... #874

Asset City..... ALBUQUERQUE

Asset State..... NM

Asset Zip 87123

Seq	Item	Date Due	Aging	Total Invd	Total Rcvd	Total Due
0015)	766680	10/28/00	Past 211	\$9,260.29		\$9,260.20
0014)	802127	11/7/00	Late Chrg	\$1,855.75		\$1,855.70
0012)	823910	12/8/00	Late Chrg	\$1,414.79		\$1,414.70
0013)	814106	12/28/00	Past 151	\$29,710.49		\$29,710.40
0010)	846341	1/7/01	Late Chrg	\$1,414.79		\$1,414.70
0011)	836106	1/28/01	Past 121	\$29,710.49		\$29,710.40
0007)	868620	2/7/01	Late Chrg	\$1,414.79		\$1,414.70
0008)	861219	2/28/01	Past 91	\$29,710.49	\$22,283.02	\$7,427.40
0009)	857493	2/28/01	Past 91	\$17,205.54		\$17,205.50

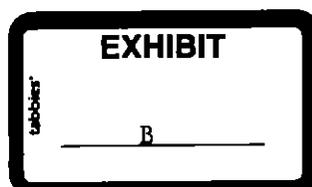
Prepetition Amounts Due:

\$99,413.70

0006)	890726	3/10/01	Late Chrg	\$2,234.10		\$2,234.10
0005)	910604	4/7/01	Late Chrg	\$1,273.31		\$1,273.30
0003)	931939	5/8/01	Late Chrg	\$1,273.31		\$1,273.30
0004)	922425	5/28/01	Past 1	\$26,739.47		\$26,739.40
0001)	952653	6/7/01	Late Chrg	\$1,273.31		\$1,273.30
0002)	943310	6/28/01	Current	\$26,739.47		\$26,739.40

Postpetition Amounts Due:

\$59,532.80



FURR'S SUPERMARKETS, INC.
P.O. BOX 10267
ALBUQUERQUE, NM 87184
United States

Contract 001-1022595-002

Asset Addr1..... 2110 PACHECO

Asset Addr2..... #891

Asset City..... SANTA FE

Asset State..... NM

Asset Zip 87501

Seq	Item	Date Due	Aging	Total Invd	Total Rcvd	Total Due
0014)	802128	11/7/00	Late Chrg	\$1,139.25		\$1,139.20
0012)	823911	12/8/00	Late Chrg	\$1,139.25		\$1,139.20
0013)	814107	12/28/00	Past 151	\$23,924.20		\$23,924.20
0009)	846342	1/7/01	Late Chrg	\$1,139.25		\$1,139.20
0010)	836107	1/28/01	Past 121	\$23,924.20		\$23,924.20
0011)	829971	1/28/01	Past 121	\$6,985.35		\$6,985.30
0007)	868621	2/7/01	Late Chrg	\$1,471.88		\$1,471.80
0008)	861220	2/28/01	Past 91	\$23,924.20	\$17,943.15	\$5,981.00

Prepetition Amounts Due:

\$65,704.10

0006)	890727	3/10/01	Late Chrg	\$1,139.25		\$1,139.20
0005)	910605	4/7/01	Late Chrg	\$1,025.32		\$1,025.30
0003)	931940	5/8/01	Late Chrg	\$1,025.32		\$1,025.30
0004)	922426	5/28/01	Past 1	\$21,531.80		\$21,531.80
0001)	952654	6/7/01	Late Chrg	\$1,025.32		\$1,025.30
0002)	943311	6/28/01	Current	\$21,531.80		\$21,531.80

Postpetition Amounts Due:

\$47,278.70

FURR'S SUPERMARKETS, INC.
P.O. BOX 10267
ALBUQUERQUE, NM 87184
United States

Contract 001-1022595-003

Asset Addr1..... 102 CALDWELL

Asset Addr2..... #898

Asset City..... BELEN

Asset State..... NM

Asset Zip 87002

Seq	Item	Date Due	Aging	Total Invd	Total Rcvd	Total Due
0014)	802129	11/7/00	Late Charg	\$1,067.83		\$1,067.80
0012)	823912	12/8/00	Late Charg	\$1,067.83		\$1,067.80
0013)	814108	12/28/00	Past 151	\$22,424.48		\$22,424.40
0009)	846343	1/7/01	Late Charg	\$1,067.83		\$1,067.80
0010)	836108	1/28/01	Past 121	\$22,424.48		\$22,424.40
0011)	829973	1/28/01	Past 121	\$10,082.11		\$10,082.10
0007)	868622	2/7/01	Late Charg	\$1,547.93		\$1,547.90
0008)	861221	2/28/01	Past 91	\$22,424.48	\$16,818.36	\$5,606.10

Prepetition Amounts Due:

\$65,288.30

0006)	890728	3/10/01	Late Charg	\$1,067.83		\$1,067.80
0005)	910606	4/7/01	Late Charg	\$961.05		\$961.00
0003)	931941	5/8/01	Late Charg	\$961.05		\$961.00
0004)	922427	5/28/01	Past 1	\$20,182.06		\$20,182.00
0001)	952655	6/7/01	Late Charg	\$961.05		\$961.00
0002)	943312	6/28/01	Current	\$20,182.06		\$20,182.00

Postpetition Amounts Due:

\$44,314.80

FURR'S SUPERMARKETS, INC.
P.O. BOX 10267
ALBUQUERQUE, NM 87184
United States

Contract 001-1022595-004

Asset Addr1..... 901 CALIFORNIA

Asset Addr2..... #899

Asset City..... SOCORRO

Asset State..... NM

Asset Zip 87801

Seq	Item	Date Due	Aging	Total Invd	Total Rcvd	Total Due
0014)	802130	11/7/00	Late Charg	\$898.91		\$898.90
0012)	823913	12/8/00	Late Charg	\$898.91		\$898.90
0013)	814109	12/28/00	Past 151	\$18,877.03		\$18,877.00
0010)	846344	1/7/01	Late Charg	\$898.91		\$898.90
0011)	836109	1/28/01	Past 121	\$18,877.03		\$18,877.00
0007)	868623	2/7/01	Late Charg	\$898.91		\$898.90
0008)	861222	2/28/01	Past 91	\$18,877.03	\$14,157.77	\$4,719.20
0009)	857502	2/28/01	Past 91	\$9,604.04		\$9,604.00

Prepetition Amounts Due:

\$55,672.80

0006)	890729	3/10/01	Late Charg	\$1,356.24		\$1,356.20
0005)	910607	4/7/01	Late Charg	\$809.02		\$809.00
0003)	931942	5/8/01	Late Charg	\$809.02		\$809.00
0004)	922428	5/28/01	Past 1	\$16,989.35		\$16,989.30
0001)	952656	6/7/01	Late Charg	\$809.02		\$809.00
0002)	943313	6/28/01	Current	\$16,989.35		\$16,989.30

Postpetition Amounts Due:

\$37,761.80

TOTAL PREPETITION AMOUNTS DUE:

\$286,078.90

TOTAL POST PETITION AMOUNTS DUE:

\$188,888.10