

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

FILED
OFFICE OF THE CLERK
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U.S. BANKRUPTCY COURT
ALBUQUERQUE N.M.

In re:

FURR'S SUPERMARKETS, INC.,

No. 11-01-10779-SA

Debtor.

**APPLICATION FOR ALLOWANCE AND PAYMENT OF FEES AND EXPENSES
OF CHANIN CAPITAL PARTNERS, LLC**

The Official Unsecured Creditors' Committee, by through local counsel, Davis & Pierce, P.C. (William F. Davis, Esq.), hereby submits this application for allowance and payment of fees and expenses pursuant to Bankruptcy Code §§330 and 503.

In support of this Application, Attorneys state:

1. Application Period, Amount of Compensation Sought and Already Paid. In this Application, Chanin Capital Partners, LLC seeks allowance and payment of fees and expenses incurred between May 17, 2001 through August 17, 2001 in the amount of \$100,000.00 per month from May 17, 2001 through August 17, 2001, plus reasonable expenses in the amount of \$28,977.26 for a total of \$328,977.26. These fees and costs are requested based on Application of Chairperson of the Official Unsecured Creditors' Committee approved by this Court. The Application is attached as Exhibit "A". Chanin Capital Partners, LLC was hired on a flat fee basis, and therefore request approval of their flat fee payment at this time.

Chanin Capital Partners, LLC requests Court approval of all costs and expenses billed in this Application and flat fee, and permission for the Debtor to pay Chanin Capital Partners, LLC in full for their expenses and flat fee.

2. Commencement of the Bankruptcy Case. On February 8, 2001, Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. An order for relief on the petition was entered the same date as a matter of course.

3. The Official Unsecured Creditors' Committee Employment of Chanin Capital Partners, LLC as Investment Banker to the Committee. On August 6, 2001, the Court entered an order approving the Official Unsecured Creditors' Committee's employment of Chanin Capital Partners, LLC as Investment Banker to the Committee as of May 17, 2001 (the "Order Approving Employment of Chanin Capital Partners, LLC" attached hereto as Exhibit "B"). The Committee employed Chanin Capital Partners, LLC as Investment Banker to the Committee to assist the Committee to perform the certain services and analyses as may be requested by the Committee including: (a) assist the Committee in developing, evaluating, structuring and negotiating the terms and conditions of a Plan; (b) assist the Committee in identifying and evaluating a potential acquisition of the Debtor as a going concern; and (c) advice and assist the Committee, in consultation with the Debtor and its professionals, in negotiations with potential acquirers of the Debtor as a going concern. The scope of retention is set forth as an Exhibit to the Application filed herein and attached hereto as Exhibit "A".

4. Prior Fee Applications by Trustee's Counsel; Prior Compensation Received. This is Chanin Capital Partners, LLC's only application for fees and expenses in this case. Pursuant to Bankruptcy Code §331, Attorneys have not applied for allowance of expenses or other compensation in the preceding 120 days.

5. Services Rendered Were Actual and Necessary; Fees Charges are Reasonable. Following employment by the Committee, Chanin Capital Partners, LLC have represented the Committee as its Investment Banker during this bankruptcy case. The costs and expenses incurred by Chanin Capital Partners, LLC on behalf of the Committee during the Application Period, for which compensation is sought, were actual and necessary.

6. Itemization of Fees and Costs and Description of Services Rendered. The services

provided by Chanin Capital Partners, LLC in the Application Period are set forth in detail on Exhibit "A" to the Application which Application is attached hereto as Exhibit "A", which is incorporated herein by reference. The Agreement itemizes all services and charges for professional services, reimbursable costs and expenses. An itemization of all expenses is attached hereto as Exhibit "C". The Itemization of expenses is a true and correct copy to the best of Chanin Capital Partners, LLC's knowledge, information and belief. No gross receipts or sales taxes are due on the fee or expenses.

7. General Description of Services Rendered on Behalf of the Trustee. As more fully set out in the attached Agreement, in general, Chanin Capital Partners, LLC's services rendered for the Committee during the Application Period have included, among other things:

A. Successfully Participated in Negotiation of the Sale to Fleming Foods.

Chanin Capital Partners, LLC advised the Committee with respect to the sale of assets of the Debtor which were ultimately sold to Fleming Foods. In addition, representatives of Chanin Capital Partners, LLC attended the Auction, and participated in negotiations which resulted in the sale to Fleming Foods.

8. Time Charged for Multiple Attorneys and Allocation of Responsibility. During the Application Period, Chanin Capital Partners, LLC worked strictly on a flat fee basis. No hourly time was kept for professional services rendered on behalf of Committee.

9. Expense Charges. Chanin Capital Partners, LLC, in accordance with customary billing practices, charged for costs and expenses, including actual out-of-pocket expenses for expenses such as postage, long distance telephone and overnight mail, travel and lodging expenses, and legal research.

10. Other Factors. Chanin Capital Partners, LLC also supports this Fee Application with

discussion of various other factors, as follows (See In re Jenson-Farley, 47 B.R. 557 (D.C. Utah 1985), Johnson v. Georgia Highway Express, Inc., 488 F.2d 714 (5th Cir. 1974)):

(a) Expertise and experience in the area of investment banking and valuation of services to the Committee. Chanin Capital Partners, LLC have extensive expertise and experience in the field of investment banking and valuation in general and in the restructuring businesses in particular. The Committee interviewed three (3) different investment banking firms and believed Chanin to be the best qualified for the Committee and the best value.

(b) Method used to compute time charges. Chanin Capital Partners, LLC have agreed to be compensated on a flat fee basis, and for reimbursement of reasonable expenses incurred by Chanin Capital Partners, LLC from the estate.

(c) Difficulty of case dealt with by Chanin Capital Partners, LLC. Chanin Capital Partners, LLC participation in the case has addressed difficult and complex issues, including sales of operating and closed supermarkets and warehouses and the associated equipment.

(d) Results Achieved and Benefit of the Results to the Estate. Chanin Capital Partners, LLC, as stated above, have advised the Committee with respect to the sale of assets of Debtor, and has successfully participated in negotiations which resulted in the sale of Fleming Foods.

(e) Chanin Capital Partners, LLC took this case on a flat fee basis and even advanced expenses.

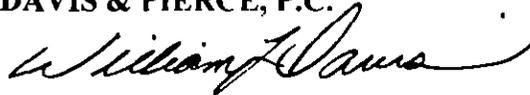
12. Services Rendered Solely for the Committee; No Fee Sharing Arrangement. All professional services for which allowance and payment of compensation is requested were performed by Chanin Capital Partners, LLC for the Committee and not on behalf of any other creditor or any other committee or person. Chanin Capital Partners, LLC has not shared or agreed

to share any compensation received or to be received by it for services rendered in or in connection with this case with any person except with employees of Chanin Capital Partners, LLC in the ordinary course of business.

WHEREFORE, the Official Unsecured Creditors' Committee respectfully request that the Court allow, as a priority, administrative expense, the sum of \$28,977.26 for reimbursable costs for expenses and \$300,000.00 for fees and direct the Debtor to pay said amount, and for such other and further relief as the Court deems just.

Respectfully submitted,

DAVIS & PIERCE, P.C.



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-and-

PEPPER HAMILTON, LLP

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100 Renaissance Center, #3600
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I hereby certify that a true and correct copy of the foregoing was served on counsel as indicated below this 3rd day of October, 2001.

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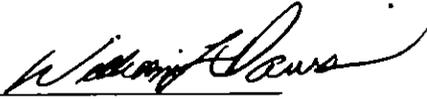
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William F. Davis, Esq.

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

FILED
OFFICE OF THE CLERK
01 MAY 17 AM 10:22
U.S. BANKRUPTCY COURT
ALBUQUERQUE, N.M.

In Re:

FURR'S SUPERMARKETS, INC.,

Chapter 11

Case Nos. 01-10779-SA

Debtor.

No Hearing Date

**APPLICATION OF CHAIRPERSON OF THE
OFFICIAL UNSECURED CREDITORS' COMMITTEE FOR
ORDER PURSUANT TO 11 U.S.C. § 1103
AUTHORIZING THE RETENTION AND
EMPLOYMENT OF CHANIN CAPITAL PARTNERS LLC
TO SERVE AS INVESTMENT BANKER TO THE COMMITTEE**

The Official General Unsecured Creditors' Committee (the "Committee") of the Debtor herein, by its counsel, Pepper Hamilton LLP, for its Application For Order Pursuant to 11 U.S.C. § 1103 Authorizing the Retention and Employment of Chanin Capital Partners LLC and its affiliate Chanin & Co. LLC (collectively, for purposes of this Application only, "Chanin") to serve as Investment Banker for the Committee, states as follows:

1. On February 8, 2001, the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code (the "Code").
2. On or about February 13, 2001, the United States Trustee appointed the Committee under section 1102 of the Code.
3. Pursuant to the provisions of section 1103 of the Code, on May 9, 2001, at a regularly scheduled meeting of the Committee in Dallas, Texas, at which all of its members

EXHIBIT A

were present, and during a subsequent telephonic conference call of the full Committee, the Committee selected and authorized the employment of Chanin to serve as its investment banker.

4. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§157 and 1334. Handling of this case and this Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are §§ 328 and 1103, as supplemented by Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

RELIEF REQUESTED

5. By this Application, the Committee seeks authority to retain and employ Chanin to act as its investment banker and provide financial advisory services during this Chapter 11 case, pursuant to sections 328 and 1103 of the Code, effective immediately.

6. The Committee will retain Chanin to provide investment banking and financial advisory services pursuant to the engagement letter attached hereto as Exhibit A.

7. The Committee requests that Chanin immediately commence work on this case in order to perform the certain services and analyses as may be requested by the Committee, including: (a) assist the Committee in developing, evaluating, structuring and negotiating the terms and conditions of a Plan; (b) assist the Committee in identifying and evaluating a potential acquisition of the Debtor as a going concern; and (c) advise and assist the Committee, in consultation with the Debtor and its professional, in negotiations with potential acquirers of the Debtor as a going concern. The scope of retention is set forth in more detail in Exhibit A.

8. The principal focus of Chanin's engagement is to enable the Committee to independently evaluate the Debtor's recommendation respecting any sale transaction or proposed

plan of reorganization. By engaging Chanin, the Committee does not intend to expand its role with respect to the future of the Debtor beyond that authorized by the Code.

9. The Committee seeks to retain Chanin because of its extensive experience in the field of investment banking and valuation in general and in the restructuring businesses in particular. The Committee believes that Chanin is both well qualified and uniquely able to assist it in this chapter 11 case in an efficient and timely manner.

10. The Committee proposes that Chanin be retained as its investment banker in connection with this chapter 11 case on the terms set forth herein.

DISINTERESTEDNESS AND LACK OF ADVERSE INTEREST

11. To the best of the Committee's knowledge, and based upon the Affidavit of Randall L. Lambert (the "Affidavit") Chanin does not represent any other entity having an interest adverse interest to the Committee in connection with the case. Furthermore, to the best of the Committee's knowledge, Chanin has no connection with the Debtor, or its significant creditors, their attorneys or accountants, or another party in interest in this Chapter 11 case, or the United States Trustee's Office, except as stated in the Affidavit.

a. As is discussed in more detail in the Affidavit, from time to time Chanin or its affiliates have provided, currently provide, and may in the future continue to provide professional services to certain of the Debtor's creditors or other parties in interest in matters unrelated to this chapter 11 case.

b. (b) Chanin believes that the relationships described herein and in the Affidavit do not cause Chanin to lack "disinterestedness" or to represent an entity having an adverse interest in connection with this case. Should the Court approve its retention, Chanin

will retain its customary confidentiality procedures in connection with services it provides in this case, and will not, unless specifically authorized by the Court, represent any other party in connection with this case. Because Chanin is a nationwide firm with many client relationships, and because the Debtor is a very large enterprise, Chanin is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if Chanin discovers additional information that it determines requires disclosure, it will file a supplemental disclosure with the Court promptly.

TERMS OF RETENTION

12. Subject to Court approval, and in accordance with § 330(a) of the Code, compensation will be payable to Chanin as set forth in more detail on Exhibit A, which envisions charges on a monthly basis (the "Monthly Advisory Fee") and fees in an amount depending on the nature and amount of any sale or investment transaction (the "Transaction Fee"). The Monthly Advisory Fee is set at \$100,000 per month. The Transaction Fee equals one percent (1.0%) of enterprise value of the Debtor as determined in an asset sale or pursuant to a Plan, in excess of one hundred and sixty million dollars (\$160,000,000). In addition, Chanin shall be entitled to a monthly reimbursement of reasonable out-of-pocket expenses incurred in connection with the services to be provided to the Committee, including but not limited to all reasonable travel expenses (coach fare), computer and research charges, messenger services and long-distance telephone calls incurred by Chanin in connection with the services to be provided to the Committee. All fees plus reimbursement of reasonable and documented out-of-pocket expenses as billed will be due upon the first of each month to Chanin.

13. The scope of Debtor's indemnification of Charin shall be determined by the issues raised with respect to the retention of P.J. Solomon, Debtor's investment banker.

14. The Affidavit, made pursuant to Bankruptcy Rule 2014(a) of the Federal Rules of Bankruptcy Procedure, has been filed contemporaneously herewith.

WHEREFORE, the Committee respectfully requests that the Court enter an order approving and authorizing its selection of Chanin, as investment banker to the Committee in these proceedings, said appointment to be effective immediately.

Respectfully submitted,

DAVIS & PIERCE, P.C.



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-and-

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Stuart Hertzberg, Esq.

I. William Cohen, Esq.

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The undersigned hereby certifies
that a true and accurate copy of
the foregoing was mailed this
17th day of May, 2001.

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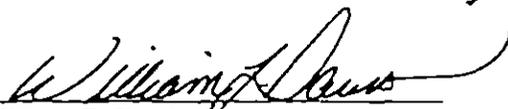
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11100 Santa Monica Blvd
8th Floor
Los Angeles, CA 90025
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May 11, 2000

Privileged and Confidential

Official Committee of Unsecured Creditors of
Furr's Supermarkets, Inc.

James P. Salvadori, Chairperson
One ConAgra Drive
Mail Code: CC334
Omaha, NE 68102

Mr. Chairman:

The purpose of this letter (the "Agreement") is to confirm the agreement for the engagement of Chanin Capital Partners LLC and its affiliate Jeffrey Chanin & Co. LLC ("Chanin" or the "Advisor") as investment banker to the Official Committee of Unsecured Creditors of Furr's Supermarkets, Inc. (the "Committee").

1. Engagement: Chanin is being retained to provide financial advisory services to the Committee in connection with Furr's Supermarkets, Inc.'s (the "Company" or "Debtor") restructuring of its indebtedness and its Chapter 11 case, including the analysis, consideration and development of a Chapter 11 plan of reorganization (the "Plan"). Upon retention, Chanin in conjunction with other advisors retained by the Committee will perform the following services and analyses as may be requested by the Committee:
 - (a) Conduct an analysis of the Company's operations, business strategy, and competition as well as an analysis of the industry dynamics affecting the Company and a Plan;
 - (b) Perform an analysis of the Company's financial condition, business plans, operating forecasts, management, and the prospects for its future performance;
 - (c) Conduct a financial evaluation of the ongoing operations of the Company;
 - (d) Assist in the determination of an appropriate capital structure for the Company;
 - (e) Determine a theoretical range of values for the Company on a going concern basis;
 - (f) Assist the Committee in developing, evaluating, structuring and negotiating the terms and conditions of a Plan;
 - (g) Assist the Committee in identifying and evaluating a potential acquisition of the Company as a going concern;

EXHIBIT "A"



CHANIN CAPITAL PARTNERS

Official Committee of Unsecured Creditors of Furr's Supermarkets, Inc.

May 11, 2001

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- (h) Advise and assist the Committee in negotiations with potential acquirers of the Company as a going concern;
- (i) Evaluate and monitor the sales process for the Company;
- (j) Advise and assist the Committee in its efforts to evaluate the terms of debtor-in-possession financing;
- (k) Advise the Committee on the timing, nature, and terms of new securities, other consideration or other inducements to be offered pursuant to the restructuring relating to the chapter 11 case;
- (l) Assist the Committee in preparing documentation required in connection with the restructuring of the existing debt obligations;
- (m) Provide testimony, as necessary, in any proceeding before the Bankruptcy Court; and
- (n) Provide the Committee with other appropriate general restructuring advice.

The advisory services and compensation arrangements set forth herein do not encompass other investment banking or financial advisory services not set forth in this paragraph 1.

2. Term of Agreement: This Agreement shall commence upon its execution by both parties and shall continue unless either party gives 30 days prior written notice of termination to the other party. Upon any termination, the provisions of Paragraph 3 (to the extent applicable) shall survive the termination of this Agreement to the extent such provisions relate to the payment of fees due on or before the effective date of termination (in the event of any termination which is other than on the first of the month, the pro rata portion of the monthly fees referred to in Paragraph 3(a) for the month of termination shall be deemed to be due on the effective date of termination) and expenses incurred on or before the effective date of termination and the provisions of Paragraphs 6, 7, 8, 9 and 10 shall survive the termination of this Agreement and shall remain in effect. Additionally, if this Agreement is terminated by the Committee, other than for cause, Chanin shall be entitled to payment of the Restructuring Transaction Fee if either there is a sale of substantially all of the Company's assets or a plan of reorganization is approved in the Chapter 11 case and is consummated within 12 months of the effective date of such termination.
3. Fees and Expenses: All fees and expenses hereunder shall be paid subject to application for and allowance by United States Bankruptcy Court District of New Mexico.



CHANIN CAPITAL PARTNERS

Official Committee of Unsecured Creditors of Furr's Supermarkets, Inc.

May 11, 2001

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- (a) Monthly Advisory Fee: The Company shall pay Chanin a fee of \$100,000 per month (the "Monthly Fees") for the term of the engagement. The engagement shall have a minimum term of four (4) months. The Monthly Fees shall be paid in advance on the first day of each month.
- (b) Transaction Fee: In addition to the foregoing Monthly Fees, the Company shall pay Chanin a restructuring transaction fee (the "Restructuring Transaction Fee") equal to one percent (1.0%) of enterprise value of the Company as determined in an asset sale or pursuant to a Plan, in excess of one-hundred and sixty million dollars (\$160,000,000) within 30 days after the closing of the asset sale or the effective date of a Plan.
- (c) Expense Reimbursement: Chanin shall be entitled to monthly reimbursement of reasonable out-of-pocket expenses incurred in connection with the services to be provided under this Agreement. Monthly Fees plus reimbursement of reasonable and documented out-of-pocket expenses as billed are due upon the first of each month to Chanin at the address listed above.

Out-of-pocket expenses shall include, but not be limited to all reasonable travel expenses (coach airfare), computer and research charges, messenger services and long-distance telephone calls incurred by Chanin in connection with the services to be provided to the Committee.

4. Company Information: The Committee understands that Chanin shall not be liable for inaccuracies in any Information provided by or on behalf of the Company to Chanin. The Committee will use reasonable efforts to assure that all Information supplied to Chanin by or on behalf of the Company will, as of its respective dates, be accurate and complete in all material respects.
5. Indemnification: In consideration of the Advisor's agreement to perform services, the Company shall:
 - (a) Indemnify and hold harmless the Advisor and any of its directors, officers, employees, consultants or agents, and Company members (each, individually, an "Indemnified Person") from and against any losses, claims, expenses, damages or liabilities to which such Indemnified Person may become subject arising in any manner out of or in connection with Chanin's engagement and/or the rendering of services by Chanin hereunder, except to the extent that such losses, claims, damages or liabilities are finally determined in judicial rulings to have resulted in whole or part from the gross negligence or willful misconduct of any Indemnified Person; and
 - (b) Reimburse such Indemnified Person for reasonable legal or other expenses, as they are incurred, that arise in connection with investigating, preparing to defend or defending any lawsuit, claim or proceeding and any appeals therefrom arising in any manner out of or in connection with the rendering of services by any Indemnified Person pursuant to this Agreement to the Committee, if such Indemnified Person is entitled to indemnification under Paragraph 5(a) of this Agreement above; provided, however, that in the event a final judicial



CHANIN CAPITAL PARTNERS

Official Committee of Unsecured Creditors of Furr's Supermarkets, Inc.

May 11, 2001

Page 4

determination is made to the effect specified in Paragraph 5(a) of this Agreement above, such Indemnified Person promptly would remit to the Company any amounts reimbursable under this Agreement.

6. Bankruptcy Court Approval: This Agreement is subject to the entry of an order of the court having jurisdiction over the Company's bankruptcy case approving the retention of Chanin pursuant to the terms hereof. The Committee shall use commercially reasonable efforts to obtain prompt authorization of the retention of Chanin, *nunc pro tunc* to the date of this agreement, on the terms and provisions in this Agreement pursuant to section 328(a) of the Bankruptcy Code. The order approving the Agreement and authorizing the retention shall be acceptable to Chanin in its sole reasonable discretion.
7. Entire Agreement: This Agreement represents the entire Agreement between the parties and may not be modified except in writing signed by both parties. This Agreement may be executed in counterparts, each of which shall constitute an original. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
8. Arbitration: This Agreement will be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely in such state. Except to the extent that the parties shall be permitted to adjudicate any dispute in the bankruptcy court having jurisdiction over the Company's chapter 11 case and the bankruptcy court desires to exercise such jurisdiction, each of the parties hereto agrees to submit any claim or dispute arising out of or related to this Agreement to private and confidential arbitration by a single arbitrator selected in accordance with the rules of the American Arbitration Association. The arbitration proceedings shall be governed by the Commercial Rules of Arbitration of the American Arbitration Association and shall take place in the Borough of Manhattan, New York City, New York. The arbitrator shall have the power to order discovery and the authority to award any remedy or relief that a court of the State of New York could order or grant, including without limitation specific performance. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court having jurisdiction. If the bankruptcy court refuses to exercise jurisdiction, this arbitration procedure is intended to be the exclusive method of resolving any claim arising out of or related to this Agreement, including any claim as to the validity of this Agreement. Each party agrees to the personal and subject matter jurisdiction of such arbitration for the resolution of any such claim, including any issue relating to this arbitration provision. In the event of any arbitration arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to an award of actual attorneys' fees and costs incurred in connection with the arbitration. Nothing in this paragraph shall pertain to or affect the authority of the bankruptcy court to consider and rule upon Chanin's applications for interim or final compensation pursuant to this Agreement.
9. Other Matters: If this letter correctly sets forth our Agreement on the matters covered herein, please so indicate by signing and returning the enclosed copy of this letter and signing and retaining the



CHANIN CAPITAL PARTNERS

Official Committee of Unsecured Creditors of Furr's Supermarkets, Inc.
May 11, 2001
Page 5

duplicate we are enclosing for your records. Upon execution by both parties, this letter will constitute a legally binding Agreement between the Committee and Chanin.

We trust the foregoing terms and provisions are agreeable to you, and request that you sign and return the enclosed copy of this Agreement to us at your earliest convenience.

Very Truly Yours,

CHANIN CAPITAL PARTNERS LLC
Randall Lambert
Managing Director

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF FURR'S SUPERMARKETS, INC.

By:

Its: Chairman

Date: May 14, 2001

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Case No. 11-01-10779-SA

Debtors.

ORDER APPROVING EMPLOYMENT OF
CHANIN CAPITAL PARTNERS, LLC

This matter came before the Court at final hearing on June 27, 2001, on the Application of the Chairperson of the Official Committee of Unsecured Creditors for an Order Pursuant to 11 U.S.C. § 1103 Authorizing the Retention and Employment of Chanin Capital Partners, LLC to serve as Investment Banker to the Committee filed on May 17, 2001. The Unsecured Creditor's Committee being represented by Davis & Pierce, P.C. (William F. Davis, Esq.), the Debtor being represented by Jacobvitz, Walker & Thuma, P.C. (Robert Jacobvitz, Esq.), Heller Financial, Inc. being represented by Modrall, Sperling, Roehl, Harris & Sisk, P.A. (Paul M. Fish, Esq.), and the Office of the United States Trustee represented by Ron E. Andazola, Esq. The Court being otherwise sufficiently advised and hearing argument of counsel, hereby FINDS:

1. Notice of the Application was given to all interested parties which was filed herein on May 17, 2001. The Notice specified that any objection was to be filed with the clerk and a copy served on the UCC's local counsel within 20 days of the mailing of the Notice. The deadline for filing objections, including three days for mailing, was June 9, 2001.

2. Objections to the Application were timely filed by the Debtor, by Heller Financial, Inc., as agent for itself and for Bank of America, N.A., Metropolitan Life Insurance Company and Fleet Capital Corporation, and by the United States Trustee. No other objections were filed.

3. The Movant, the Debtor and Heller Financial, Inc. have resolved all objections in

accordance with the provisions set out below.

4. The Objection of the US Trustee should be and is hereby overruled.

5. The services provided and to be provided by Chanin Capital Partners, LLC (sometimes "Chanin") to the Official Committee of Unsecured Creditors (sometimes the "Committee") are, to the extent set forth in paragraph 1 below, reasonable and necessary, and the Employment Application should be approved in accordance with the provisions set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Application of the Chairperson of the Official Committee of Unsecured Creditors for the Employment of Chanin Capital Partners, LLC is hereby granted to the extent set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

1. The Committee's retention of Chanin from May 17, 2001 through August 17, 2001 is approved. The Court approves compensation for Chanin Capital Partners, LLC under 11 U.S.C. §§327(a) and 328(a) of the Bankruptcy Code in an amount of \$100,000 per month, plus reimbursement for reasonable expenses, excluding attorneys fees, for the three month period from May 17, 2001 through August 17, 2001, for a total of \$300,000, plus reimbursement for such expenses.

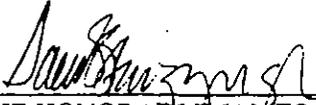
2. The fees approved herein shall not be subject to challenge on the basis of reasonableness or necessity by Bank of America, N.A., Metropolitan Life Insurance Company and Fleet Capital Corporation, Heller Financial, Inc. or the Debtor.

3. No other fees shall be approved for Chanin Capital Partners, LLC if the Asset Purchase Agreement between the Debtor and Fleming Companies, Inc. is closed.

4. The Official Committee of Unsecured Creditors may file a Motion with this Court for

an Order extending the services of Chanin Capital Partners, LLC beyond August 17, 2001 if the transaction contemplated between the Debtor and Fleming Companies, Inc. in accordance with the Asset Purchase Agreement is not closed, as provided for therein. Said Motion will be subject to challenge only on the basis of whether the proposed additional services to be performed by Chanin Capital Partners, LLC are necessary, and whether the proposed additional compensation is reasonable and appropriate.

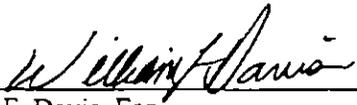
5. The indemnity provisions requested and granted in the Order of Employment of Peter J. Solomon Company Limited are hereby made applicable to the same extent to the employment of Chanin Capital Partners, LLC.



THE HONORABLE JAMES S. STARZYNSKI
UNITED STATES BANKRUPTCY JUDGE

Submitted by:

DAVIS & PIERCE, P.C.

By: 
William F. Davis, Esq.
Attorneys for the UCC
PO Box 6
Albuquerque, NM 87103
(505) 243-6129

Approved as to Form Only:

OFFICE OF THE UNITED STATES TRUSTEE

By: Telephonic approval given on 7/23/01 
Ronald E. Andazola, Esq.
Assistant United States Trustee
PO Box 608
Albuquerque, NM 87103-608
(505) 248-6544

JACOBVITZ, THUMA & WALKER, P.C.

By: Telephonic approval given on 7/10/01 *WAD*

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David T. Thuma, Esq.
Attorneys for the Debtor
500 Marquette NW, Suite 650
Albuquerque, NM 87102

MODRALL, SPERLING, ROEHL, HARRIS
& SISK, P.A.

By: Telephonic approval given on 7/19/01 *WAD*

Paul M. Fish, Esq.
Attorneys for Heller Financial, Inc.
PO Box 2168
Bank of America Centre, Suite 1000
500 Fourth Street, NW
Albuquerque, NM 87103-2168

FA\Furns\ORDER\CHANINEMPLOYORD.wpd

I hereby certify that a true and correct copy
of the foregoing was either electronically
transmitted, faxed, delivered or mailed to
the listed counsel and parties on:

AUG 06 2001

Mary B. Anderson

Chanin & Company LLC
GENERAL LEDGER DETAIL REPORT
CLIENT 346 - FURR'S SUPERMARKETS
DETAIL POSTINGS FOR PERIOD 08 ENDING 08/31/01

ACCOUNT NO. PER DATE	JOURNAL POSTING REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
5165-11-346	Copy & Fax Service: LA-FURR	1,729.95	.00	.00	.00	1,729.95
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		1,729.95	.00	.00	.00	1,729.95
5260-11-346	Messenger & Delivery: LA-FURR	345.10	.00	.00	.00	345.10
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		345.10	.00	.00	.00	345.10
5270-11-346	Miscellaneous: LA-FURR	20.10	.00	.00	.00	20.10
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		20.10	.00	.00	.00	20.10
5390-11-346	Professional Services: LA-FURR	14.25				14.25
08 08/15/01	JE-J1227 Prof. Serv EM 8/6/01-8/10/01		34.20			48.45
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		14.25	34.20	.00	34.20	48.45
5450-11-346	Research: LA-FURR	1,694.59	.00	.00	.00	1,694.59
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		1,694.59	.00	.00	.00	1,694.59
5500-11-346	Telephone: LA-FURR	682.76				682.76
08 08/31/01	AP-R0656 00ATT3001 AT&T 8/01 Phone NY		.63			683.39
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		682.76	.63	.00	.63	683.39
5520-11-346	Travel-Airfare: LA-FURR	17,845.37	.00	.00	.00	17,845.37
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		17,845.37	.00	.00	.00	17,845.37
5521-11-346	Travel-Lodging: LA-FURR	2,649.65	.00	.00	.00	2,649.65
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		2,649.65	.00	.00	.00	2,649.65
5522-11-346	Travel-Meals: LA-FURR	1,082.74				1,082.74
08 08/31/01	AP-R0659 00LUI SPIL LUIS PILLICH 090601 Expenses		8.09			1,090.83
08 08/31/01	AP-R0659 00LUI SPIL LUIS PILLICH 090601 Expenses		7.85			1,098.68
08 08/31/01	AP-R0659 00LUI SPIL LUIS PILLICH 090601 Expenses		9.66			1,108.34
08 08/31/01	AP-R0659 00LUI SPIL LUIS PILLICH 090601 Expenses		7.93			1,116.27
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		1,082.74	33.53	.00	33.53	1,116.27
5523-11-346	Travel-Parking, Transportation	2,844.39	.00	.00	.00	2,844.39
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		2,844.39	.00	.00	.00	2,844.39
	CLIENT 346 TOTAL:	28,908.90	68.36	.00	68.36	28,977.26
	REPORT TOTAL:	28,908.90	68.36	.00	68.36	28,977.26

EXHIBIT C

Chanin & Company LLC
 GENERAL LEDGER DETAIL REPORT
 CLIENT 346 - FURR'S SUPERMARKETS
 DETAIL POSTINGS FOR PERIOD 07 ENDING 07/31/01

ACCOUNT NO / TR DATE	JOURNAL POSTING REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
5-11-346	Copy & Fax Service: LA-FURR	1,729.95	.00	.00	.00	1,729.95
		1,729.95	.00	.00	.00	1,729.95
6-11-346	Messenger & Delivery: LA-FURR	345.10	.00	.00	.00	345.10
		345.10	.00	.00	.00	345.10
70-11-346	Miscellaneous: LA-FURR	20.10	.00	.00	.00	20.10
		20.10	.00	.00	.00	20.10
70-11-346	Professional Services: LA-FURR	.00				.00
7 07/24/01	JE-J1204 Prof. Serv. EM 7/16/01-7/20/01		14.25			14.25
		.00	14.25	.00	14.25	14.25
50-11-346	Research: LA-FURR	1,664.91				1,664.91
7 07/26/01	AP-R0641 00PACER PACER SERVICE 4/01-6/01 Downl		29.68			1,694.59
		1,664.91	29.68	.00	29.68	1,694.59
00-11-346	Telephone: LA-FURR	443.74				443.74
7 07/25/01	AP-R0639 00ATTC002 AT&T 6/01 Phone NY		32.07			475.81
7 07/25/01	AP-R0639 00ATTC101 AT&T 6/01 Phone LA		.54			476.35
7 07/31/01	AP-R0643 00RANDALL MR. RANDALL LA 072601 Expenses		18.33			494.68
7 07/31/01	AP-R0643 00RANDALL MR. RANDALL LA 072601 Expenses		47.54			542.22
7 07/31/01	AP-R0646 00ATTS001 AT&T 7/01 Phone LA		.79			543.01
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		2.20			545.21
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		1.77			546.98
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		34.20			581.18
7 07/31/01	AP-R0650 00MIKE E. MR. MICHAEL ES 081401 Expenses		95.73			676.91
7 07/31/01	AP-R0652 00ATTC002 AT&T 7/01 Phone		3.18			680.09
7 07/31/01	AP-R0652 00ATTC101 AT&T 7/01 Phone		.77			680.86
7 07/31/01	JE-J1224 7/01 Phone NY		1.90			682.76
		443.74	239.02	.00	239.02	682.76
520-11-346	Travel-Airfare: LA-FURR	17,631.37				17,631.37
7 07/01/01	AJ-J0110 Adjust MB flight 346 to 160			1,055.50		16,575.87
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		1,209.50			17,785.37
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		30.00			17,815.37
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		30.00			17,845.37
		17,631.37	1,269.50	1,055.50	214.00	17,845.37
521-11-346	Travel-Lodging: LA-FURR	1,768.60				1,768.60
7 07/31/01	AP-R0643 00RANDALL MR. RANDALL LA 072601 Expenses		352.42			2,121.02
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		528.63			2,649.65
		1,768.60	881.05	.00	881.05	2,649.65
522-11-346	Travel-Meals: LA-FURR	676.58				676.58
7 07/25/01	AP-R0639 00ANNAKOS MISS ANNA KOST 072301 Expenses		17.92			694.50
7 07/25/01	AP-R0639 00ANNAKOS MISS ANNA KOST 072301 Expenses		17.86			712.36
7 07/31/01	AP-R0643 00RANDALL MR. RANDALL LA 072601 Expenses		20.49			732.85
7 07/31/01	AP-R0646 00CLAUDIA MS. CLAUDIA LE 080101-1 Expenses		19.44			752.29
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		129.63			881.92
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		11.07			892.99
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		41.90			934.89
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		63.64			998.53
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		22.62			1,021.15
7 07/31/01	AP-R0652 00BRENDAN MR. BRENDAN O' 082001 Expenses		42.10			1,063.25
7 07/31/01	AP-R0652 00BRENDAN MR. BRENDAN O' 082001 Expenses		19.49			1,082.74

Chanin & Company LLC
 GENERAL LEDGER DETAIL REPORT
 CLIENT 346 - FURR'S SUPERMARKETS
 DETAIL POSTINGS FOR PERIOD 07 ENDING 07/31/01

ACCOUNT NO./ R DATE	JOURNAL POSTING REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
2-11-346	Travel-Meals: LA-FURR	(Continued)				
		676.59	406.16	.00	406.16	1,082.74
3-11-346	Travel-Parking, Transportation	2,278.00				2,278.00
7 07/25/01	AP-R0640 00ARISTAC Corporate Tran 6/01 Trans		94.86			2,372.86
7 07/25/01	AP-R0640 00ARISTAC Corporate Tran 6/01 Trans		134.64			2,507.50
7 07/31/01	AP-R0643 00RANDALL MR. RANDALL LA 072601 Expenses		5.00			2,512.50
7 07/31/01	AP-R0643 00RANDALL MR. RANDALL LA 072601 Expenses		50.00			2,562.50
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		118.89			2,681.39
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		106.00			2,787.39
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		31.00			2,818.39
7 07/31/01	AP-R0646 00ROBERTJ MR. ROBERT J. 080201 Expenses		26.00			2,844.39
		2,278.00	566.59	.00	566.59	2,844.39
	CLIENT 346 TOTAL:	26,558.35	3,406.05	1,055.50	2,350.55	28,908.90

Chanin & Company LLC
 GENERAL LEDGER DETAIL REPORT
 CLIENT 346 - FURR'S SUPERMARKETS
 DETAIL POSTINGS FOR PERIOD 06 ENDING 06/30/01

ACCOUNT NO/ YR DATE	JOURNAL POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
05-11-346	Copy & Fax Service: LA-FURR		.00				.00
06 06/25/01	AP-R0629	00ALBUQUQUE ALBUQUERQUE LE 5/01 Copies, le		1,729.95			1,729.95
			.00	1,729.95	00	1,729.95	1,729.95
06-11-346	Messenger & Delivery: LA-FURR		13.58				13.58
06 06/25/01	AP-R0627	00FED5845 FEDERAL EXPRESS 6/01 Delivery		45.92			59.50
06 06/25/01	AP-R0629	00FED5845 FEDERAL EXPRESS 6/01 Delivery		285.60			345.10
			13.58	331.52	.00	331.52	345.10
07-11-346	Miscellaneous: LA-FURR		9.51				9.51
06 06/26/01	AP-R0630	00RANDALL MR. RANDALL LA 061901-2 Expens		10.59			20.10
			9.51	10.59	.00	10.59	20.10
04-11-346	Research: LA-FURR		1,156.41				1,156.41
06 06/30/01	AP-R0642	00SECURITY SECURITIES DAT 05/01 Research		508.50			1,664.91
			1,156.41	508.50	.00	508.50	1,664.91
5500-11-346	Telephone: LA-FURR		160.20				160.20
06 06/25/01	AP-R0627	00RANDALL MR. RANDALL LA 061901 Expenses		52.36			212.56
06 06/30/01	AP-R0633	00RANDALL MR. RANDALL LA 070201 Expenses		18.36			230.92
06 06/30/01	AP-R0637	00ATT3001 AT&T 6/01 Phone NY		19.33			250.25
06 06/30/01	AP-R0637	00ATT3001 AT&T 6/01 Phone		.54			250.79
06 06/30/01	AP-R0638	00MCI0599 MCI WORLDCOM C 6/01 Conference		82.45			333.24
06 06/30/01	AP-R0639	00MIKE E. MR. MICHAEL ES 071801 Expenses		60.36			393.60
06 06/30/01	AP-R0639	00MIKE E. MR. MICHAEL ES 071801 Expenses		41.62			435.22
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expenses		1.52			443.74
			160.20	316.54	.00	283.54	443.74
5520-11-346	Travel-Airfare: LA-FURR		7,047.37				7,047.37
06 06/26/01	AP-R0630	00RANDALL MR. RANDALL LA 061901-2 Expens		2,011.25			9,058.62
06 06/26/01	AP-R0630	00RANDALL MR. RANDALL LA 061901-2 Expens		30.00			9,088.62
06 06/30/01	AP-R0633	00RANDALL MR. RANDALL LA 070201 Expens		1,606.50			10,695.12
06 06/30/01	AP-R0633	00RANDALL MR. RANDALL LA 070201 Expens		30.00			10,725.12
06 06/30/01	AP-R0637	00RANDALL MR. RANDALL LA 071001 Expens		1,059.50			11,784.62
06 06/30/01	AP-R0639	00MIKE E. MR. MICHAEL ES 071501 Expenses		1,053.50			12,838.12
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		2,642.50			15,480.62
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		189.50			15,670.12
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		1,059.50			16,729.62
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		891.75			17,531.37
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		30.00			17,561.37
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		30.00			17,591.37
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		10.00			17,601.37
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		30.00			17,631.37
			7,047.37	10,584.00	.00	10,584.00	17,631.37
5521-11-346	Travel-Lodging: LA-FURR		437.76				437.76
06 06/26/01	AP-R0630	00RANDALL MR. RANDALL LA 061901-2 Expens		118.02			555.78
06 06/30/01	AP-R0633	00RANDALL MR. RANDALL LA 070201 Expens		352.39			908.17
06 06/30/01	AP-R0639	00MIKE E. MR. MICHAEL ES 071601 Expens		437.29			1,345.46
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		182.84			1,528.30
06 06/30/01	AP-R0638	00ROBERT J MR. ROBERT J. 071601 Expens		240.30			1,768.60
			437.76	1,330.84	.00	1,330.84	1,768.60
5522-11-346	Travel-Meals: LA-FURR		47.82				47.82
06 06/25/01	AP-R0627	00STEVEN M. MR. STEVE TIBG 061901 Expens		17.80			65.62
06 06/26/01	AP-R0630	00RANDALL MR. RANDALL LA 061901-2 Expens		24.00			89.62
06 06/26/01	AP-R0630	00RANDALL MR. RANDALL LA 061901-2 Expens		34.00			123.62
06 06/26/01	AP-R0630	00RANDALL MR. RANDALL LA 062301 Expens		47.00			170.62
06 06/30/01	AP-R0632	00LUISPIL LUIS PILLICH 062501 Expens		14.05			184.65
06 06/30/01	AP-R0632	00LUISPIL LUIS PILLICH 062401 Expens		13.00			197.65
06 06/30/01	AP-R0632	00LUISPIL LUIS PILLICH 062401 Expens		13.20			210.85
06 06/30/01	AP-R0632	00LUISPIL LUIS PILLICH 062601 Expens		12.13			222.98

+ 22.60 AP 0627

316.54

Chanin & Company LLC
GENERAL LEDGER DETAIL REPORT
CLIENT 346 - FURR'S SUPERMARKETS
DETAIL POSTINGS FOR PERIOD 06 ENDING 06/30/01

ACCOUNT NO.	PER DATE	JOURNAL	POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
5523-11-346		Travel-Meals: LA-FURR		(Continued)					
06	06/30/01	AP-R0632	00	MATTHEW MR. MATTHEW YU 062501 Expenses		16.60			239.53
06	06/30/01	AP-R0632	00	MATTHEW MR. MATTHEW YU 062501 Expenses		20.85			250.43
06	06/30/01	AP-R0632	00	MATTHEW MR. MATTHEW YU 062501 Expenses		16.39			276.82
06	06/30/01	AP-R0632	00	MUKESSEE MR. MICHAEL SE 062501 Expenses		25.08			301.90
06	06/30/01	AP-R0633	00	ASHISHR MR. ASHISH RAJ 070201 Expenses		9.05			310.95
06	06/30/01	AP-R0633	00	RANDALL MR. RANDALL LA 070201 Expenses		20.49			331.44
06	06/30/01	AP-R0637	00	CLAUDIA MS. CLAUDIA LE 070601 Expenses		13.86			345.30
06	06/30/01	AP-R0638	00	BRENDAN MR. BRENDAN O' 071801 Expenses		20.36			365.66
06	06/30/01	AP-R0638	00	MATTHEW MR. MATTHEW YU 071801 Expenses		25.51			391.17
06	06/30/01	AP-R0638	00	MATTHEW MR. MATTHEW YU 071801 Expenses		21.61			412.95
06	06/30/01	AP-R0638	00	MIKE E. MR. MICHAEL ES 071801 Expenses		15.08			428.06
06	06/30/01	AP-R0638	00	MIKE E. MR. MICHAEL ES 071801 Expenses		76.93			504.99
06	06/30/01	AP-R0638	00	MIKE E. MR. MICHAEL ES 071801 Expenses		19.05			524.04
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		35.48			547.52
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		17.16			564.70
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		48.31			613.01
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		46.92			659.93
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		14.65			676.58
					47.82	628.76	.00	628.76	676.58
5523-11-346		Travel-Parking, Transportation			276.52				276.52
06	06/25/01	AP-R0627	00	RANDALL MR. RANDALL LA 061901 Expenses		45.00			321.52
06	06/25/01	AP-R0627	00	RANDALL MR. RANDALL LA 061901 Expenses		6.00			327.52
06	06/25/01	AP-R0627	00	RANDALL MR. RANDALL LA 061901 Expenses		.85			328.37
06	06/25/01	AP-R0629	00	ARISTAC Corporate Tran 6/01 Trans		162.69			491.06
06	06/26/01	AP-R0630	00	RANDALL MR. RANDALL LA 061901-2 Expens		320.15			811.21
06	06/30/01	AP-R0632	00	ARISTAC Corporate Tran 06/18/01 Furr's		174.42			985.63
06	06/30/01	AP-R0633	00	RANDALL MR. RANDALL LA 070201 Expenses		60.00			1,045.63
06	06/30/01	AP-R0637	00	RANDALL MR. RANDALL LA 071001 Expenses		144.84			1,190.47
06	06/30/01	AP-R0637	00	RANDALL MR. RANDALL LA 071001 Expenses		50.00			1,240.47
06	06/30/01	AP-R0638	00	MIKE E. MR. MICHAEL ES 071801 Expenses		22.00			1,262.47
06	06/30/01	AP-R0638	00	MIKE E. MR. MICHAEL ES 071801 Expenses		97.41			1,359.88
06	06/30/01	AP-R0638	00	RANDALL MR. RANDALL LA 071601 Expenses		44.37			1,404.25
06	06/30/01	AP-R0638	00	RANDALL MR. RANDALL LA 071601 Expenses		91.60			1,495.85
06	06/30/01	AP-R0638	00	RANDALL MR. RANDALL LA 071601 Expenses		69.46			1,565.31
06	06/30/01	AP-R0638	00	RANDALL MR. RANDALL LA 071601 Expenses		59.16			1,624.47
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		20.67			1,645.14
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		350.17			1,995.31
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		142.69			2,138.00
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		25.00			2,163.00
06	06/30/01	AP-R0638	00	ROBERT J MR. ROBERT J. 071601 Expenses		115.00			2,278.00
					276.52	2,001.48	.00	2,001.48	2,278.00
CLIENT 346 TOTAL:					9,149.17	17,409.18	.00	17,409.18	26,558.35

Chanin & Company LLC
GENERAL LEDGER DETAIL REPORT
CLIENT 346 - FURR'S SUPERMARKETS
DETAIL POSTINGS FOR PERIOD 05 ENDING 05/31/01

ACCOUNT NO. PER DATE	JOURNAL	POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
1641-1-346	Messenger & Delivery: LA-FURR			.00				.00
05 05/31/01	AP-R0620	00FED5545	FEDERAL EXPRES 5/01 Delivery		13.58			13.58
				.00	13.58	.00	13.58	13.58
270-11-346	Miscellaneous: LA-FURR			.00				.00
05 05/31/01	AP-R0621	00RANDALL MTR.	RANDALL LA 060401 Expenses		9.51			9.51
				.00	9.51	.00	9.51	9.51
450-11-346	Research: LA-FURR			.00				.00
05 05/31/01	AP-R0620	00MIKE E. MR. MICHAEL ES	053101 Expenses		77.37			77.37
05 05/31/01	AP-R0623	00LEX1023	LEXIS NEXIS 05/01-05/31 Car		729.64			407.01
05 05/31/01	AP-R0623	00XLS.COM DATA DOWNLNK	5/01 Research		349.40			1,156.41
				.00	1,156.41	.00	1,156.41	1,156.41
5500-11-346	Telephone: LA-FURR			.00				.00
05 05/31/01	AP-R0619	00RANDALL MR. RANDALL LA	052901 Expenses		63.99			63.99
05 05/31/01	AP-R0621	00ATT3001	AT&T 0501 Phone		.20			64.19
05 05/31/01	AP-R0621	00ATT5001	AT&T 5/01 Phone		.83			65.02
05 05/31/01	AP-R0621	00RANDALL MR. RANDALL LA	060401 Expenses		12.25			77.27
05 05/31/01	AP-R0621	00RANDALL MR. RANDALL LA	060401 Expenses		51.90			129.17
05 05/31/01	AP-R0626	00ATT211W	AT&T WIRELESS 5/01 Phone		29.77			158.94
05 05/31/01	AP-R0626	00ATT0002	AT&T 5/01 Phone		.38			159.32
05 05/31/01	AP-R0626	00ATTCL01	AT&T 5/01 Phone		.85			160.20
				.00	160.20	.00	160.20	160.20
5520-11-346	Travel-Airfare: LA-FURR			.00				.00
05 05/31/01	AP-R0620	00MIKE E. MR. MICHAEL ES	053101 Expenses		2,681.50			2,681.50
05 05/31/01	AP-R0620	00MIKE E. MR. MICHAEL ES	053101 Expenses		1,541.00			4,222.50
05 05/31/01	AP-R0621	00RANDALL MR. RANDALL LA	060401 Expenses		2,824.87			7,047.37
				.00	7,047.37	.00	7,047.37	7,047.37
5521-11-346	Travel-Lodging: LA-FURR			.00				.00
05 05/31/01	AP-R0620	00MIKE E. MR. MICHAEL ES	053101 Expenses		254.92			254.92
05 05/31/01	AP-R0621	00RANDALL MR. RANDALL LA	060401 Expenses		182.84			437.76
				.00	437.76	.00	437.76	437.76
5522-11-346	Travel-Meals: LA-FURR			.00				.00
05 05/24/01	AP-R0614	00CHRISAB MR. CHRIS ABAD	052201 Expenses		10.13			10.13
05 05/31/01	AP-R0620	00MIKE E. MR. MICHAEL ES	053101 Expenses		15.75			25.88
05 05/31/01	AP-R0621	00RANDALL MR. RANDALL LA	060401 Expenses		21.94			47.82
				.00	47.82	.00	47.82	47.82
5523-11-346	Travel-Parking, Transportation			.00				.00
05 05/31/01	AP-R0620	00ARISTAC Corporate Tran	5/01 Trans		87.21			87.21
05 05/31/01	AP-R0620	00MIKE E. MR. MICHAEL ES	053101 Expenses		148.00			235.21
05 05/31/01	AP-R0623	00ARISTAC Corporate Tran	5/01 Trans		41.31			276.52
				.00	276.52	.00	276.52	276.52
			CLIENT 346 TOTAL:	.00	9,149.17	.00	9,149.17	9,149.17