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Attorney for Creditor Manufacturers'
Leasing Services Corp.

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U.S. BANKRUPTCY COURT
ALBUQUERQUE N.M.

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Case No. 11-01-10779 SA
Chapter 11

Debtor.

MOTION TO COMPEL ASSUMPTION
OR REJECTION OF LEASES AND TO
PROHIBIT OF CONDITION USE OF
LEASED EQUIPMENT; TO PROVIDE
ADEQUATE PROTECTION; AND TO
COMPEL PAYMENT OF LEASE
PAYMENTS

Manufacturers' Leasing Services Corp. ("MLSC" or "Lessor"), by and through its undersigned attorney, pursuant to 11 U.S.C. §§ 363 and 365 and Rules 6006 and 9014, Federal Rules of Bankruptcy Procedure, hereby moves this Court to enter an order prohibiting or conditioning the use of certain leased equipment, to provide MLSC with adequate protection, compelling the Debtor to immediately assume or reject its noncancelable lease agreement with MLSC; and compel the Debtor to make payments under its leases. In support of this motion, MLSC alleges as follows:

1. Debtor, as Lessee, entered into thirty-two (32) equipment leases with Motorola. All thirty-two (32) leases will be collectively referred to as the "Leases". A copy of the Leases are attached hereto as Exhibit "A".

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2. The Leases were thereafter assigned to MLSC.

3. The personal property described in the Leases does not include property leased to the Debtor as an individual, which was used primarily for personal, family and household purposes.

4. MLSC is the owner of the personal property described in the Leases (the "Equipment").

5. The Debtor commenced this Chapter 11 case on February 8, 2001. From time to time, the Debtor changed the locations at which it conducted business, the equipment was correspondently relocated and reinstalled to the Debtor's specifications, and the Debtor continued to be in possession and use of the equipment at the time of the Chapter 11 filing.

6. At the time of the commencement of this case, the Debtor was required to make the following monthly payments at the contract rate, together with state and local taxes as follows:

<u>LEASE</u>	<u>AMOUNT</u>
Lease 600-0317341-001	\$ 291.52
Lease 600-0321413-001	\$ 5.23
Lease 600-0324904-001	\$ 27.94
Lease 600-0326183-001	\$ 4.87
Lease 600-0330277-001	\$ 379.69
Lease 600-0331143-001	\$ 594.02
Lease 600-0335105-001	\$ 38.07
Lease 600-0335893-001	\$ 82.55

Lease 600-0335898-001	\$ 70.64
Lease 600-0336871-001	\$ 66.85
Lease 600-0337870-001	\$ 51.55
Lease 600-0342090-001	\$ 23.61
Lease 600-0361984-001	\$ 71.36
Lease 600-0377638-001	\$ 84.54
Lease 600-0383217-001	\$ 1,527.71
Lease 600-0383217-002	\$ 329.28
Lease 600-0383218-001	\$ 8.08
Lease 600-0383323-001	\$ 28.17
Lease 600-0389317-001	\$ 109.93
Lease 600-0392778-001	\$ 18.77
Lease 600-0403331-001	\$ 203.73
Lease 600-0415717-001	\$13,407.40
Lease 600-0415717-003	\$ 137.90
Lease 600-0419456-001	\$ 45.08
Lease 600-0450799-001	\$ 26.18
Lease 600-0469103-001	\$ 4.70
Lease 600-0491228-001	\$ 73.60
Lease 600-0517085-001	\$ 68.29
Lease 600-0517106-001	\$ 631.53
Lease 600-0527043-001	\$ 36.75
Lease 600-0532469-001	\$ 39.99

Lease 600-0544283-001 \$ 18.81

(Exhibit "B") TOTAL \$18,508.34

7. The Leases provide that a default occurs under the Leases for the failure to pay the monthly rental amount.

8. The Debtor failed to pay the monthly payments due under the Leases from September 1, 2001 and all subsequent payments.

9. The Leases provide that if the monthly rental payment is not made by its due date, the amount will bear a late charge at the rate of one and one-half (1.5%) per month from its due date until paid.

10. The Leases require the Debtor to maintain insurance on the Equipment. Upon information and belief, said insurance has lapsed and/or has been cancelled.

11. The Leases provide that Lessor is entitled to interest from the date of default at the rate of one and one-half percent (1.5%) per month until paid in full.

12. Debtor filed a Voluntary Petition under Chapter 11 of the United States Bankruptcy Code on February 8, 2001 which operates as an automatic stay against the enforcement of MLSC's rights for the Debtor's breaches of the Leases.

13. Sixty days has passed since the entry of an order for relief and the Debtor has failed to perform all of the required obligations under 11 U.S.C. § 365(d)(10).

14. During the Chapter 11 administration, the Debtor retained use and possession of the Leased goods, but otherwise failed to perform all the other required obligations under 11 U.S.C. §365 (d)(10).

15. Notwithstanding the provisions of Code § 503(b)(1), the Debtor is obligated to timely perform all obligations of the Debtor under the Leases. Debtor's failure to do so entitles Lessor to an order compelling the Debtor to make payment of an administrative claim.

WHEREAS, MLSC requests the Court enter an order as follows:

A. Debtor be directed to immediately assume the unexpired Leases with MLSC.

B. In the event that the Debtor elects to assume the Leases, that Debtor be required to meet all of the following requirements for assuming an unexpired leases in default as set forth in 11 U.S.C. §365(b)(1):

(1) Cures or provides adequate assurance that the trustee will promptly cure such default;

(2) Compensates or provides adequate assurance that the trustee will promptly compensate a party . . . for any actual pecuniary loss to such part resulting from such default; and

(3) Provides adequate assurance of future performance under such contract or leases.

C. Debtor be prohibited from using of the Equipment pursuant to 11 U.S.C. §363(c) unless Debtor pays all post-petition payments required by the Leases regardless of whether Debtor elects to assume or reject the Leases.

D. In the event of any failure by Debtor to make the required payments when due or to cure the arrearages and assume the Leases, that the Debtor be directed to surrender the Equipment to MLSC.

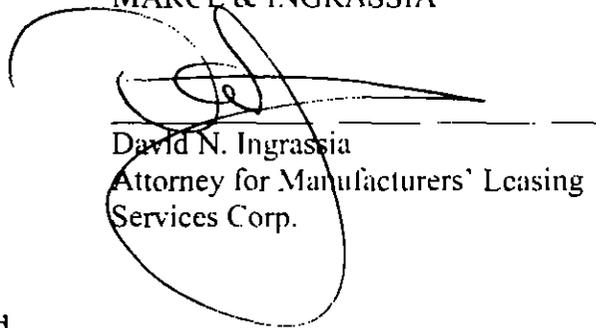
E. In the event Debtor fails to surrender the Equipment to MLSC, that MLSC is entitled to a determination that the Debtor is liable to MLSC for the value of all items the Debtor fails to return to MLSC as an administrative expense.

F. MLSC's claim for all sums due under the Leases including but not limited to MLSC's attorney's fees and costs be allowed as an administrative expense entitled to priority pursuant to 11 U.S.C. §§ 503(b)(1) and 507(a)(1).

G. For such other and further relief as the Court deems appropriate.

DATED this 20th day of December, 2001.

MARCE & INGRASSIA



David N. Ingrassia
Attorney for Manufacturers' Leasing
Services Corp.

Copy of the foregoing mailed
this 20th day of December, 2001 to:

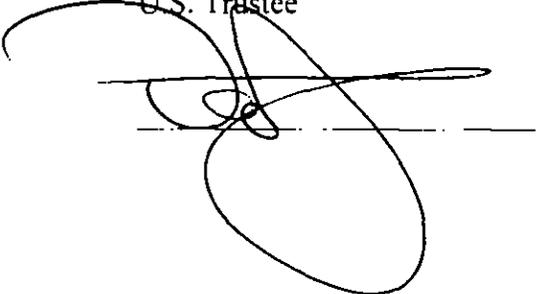
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Furr's Supermarkets, Inc.
c/o Chief Financial Officer
4411 The 25 Way NE, Suite 100
Albuquerque, NM 87109
Debtor

United States Trustee
c/o Ron E. Andazola
Assistant US Trustee
P.O. Box 608
Albuquerque, New Mexico 87103-0608
U.S. Trustee

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over a horizontal line.



Codex Corporation Master Purchase/Lease Agreement

between Codex Corporation
20 Cabot Boulevard
Mansfield, MA 02048-1193

and Furr's Supermarkets, Inc.
1730 Montano Rd.
Albuquerque, NM 87107
("Customer")

Effective date: September 15, 1992

Agreement number: 2765

Codex Corporation and Customer agree that the following terms and conditions will govern the sale, lease or licensing by Codex to Customer of the data communications products covered by this Agreement. All schedules and other appendices attached to this Agreement are incorporated in its terms.

Section 1. *Definitions*

1.1 In this Agreement, the words "you," "your," and "Customer" each mean the person or entity named as the Customer. The words "we," "us," "our" and "Codex" each mean Codex Corporation. The term "us" may also be used on occasion to refer to Codex and Customer collectively when it is clear from the context that the term means the two parties together. The term "Equipment" is an all inclusive term which refers to machines, peripherals, subassemblies and components which are hardware. The term "program" means (a) instructions or statements in machine-readable form; (b) any data base in machine-readable form; and/or (c) any documentation in either machine-readable or printed form. The term "Software" refers to programs we have supplied to you in response to your orders. The term "Product" refers to Equipment and Software collectively. The term "Affiliate" means any company wholly or majority owned or controlled by Codex, Customer, or the parent of either.

Section 2. *Scope of Agreement*

2.1 During the term of this Agreement, we agree to furnish the Products listed on Schedule A to this Agreement and any other Products which we may offer to you and you order from us for use within the United States. We reserve the right to change Schedule A from time to time.

2.2 The intent of this Agreement is to provide you with an easy process to procure Products from us and to provide you with volume discounts (where applicable) on those Products. You represent that the Products will be used within your own business organization and not for remarketing or resale to others. In granting you the volume discounts under this Agreement, we are relying on that representation, and you will forfeit those discounts if you do not comply with it.

2.3 The discounts under this Agreement will apply only to the Products listed on Schedule A, and you will not be entitled to any discount on any other products or services unless we specifically agree in writing.

2.4 This Agreement is not a contract or an order for the procurement of any Products, and we are not authorized to manufacture a Product for you until we receive a purchase order from you for it. But each of your purchase orders and each of our acknowledgement forms will incorporate the terms of this Agreement, whether or not this Agreement is specifically mentioned. When ordering the Products, the purchase order should reference this Agreement and the only effect of any term of your purchase order will be to provide us with the following information: (a) the model number or product code; (b) quantity; (c) price, license fees or monthly lease charges and lease term; (d) requested shipping date; (e) list of accessory items, if any; (f) delivery instructions, including ship-to address; and (g) any other special information required by this Agreement. If we accept your purchase order and agree to furnish the Products, we will send you a Codex acknowledgment. Each accepted purchase order for leased Equipment will create an individual lease subject to the terms and conditions of this Agreement and the specifics of the particular lease as described on the front of the Codex acknowledgment. We specifically reject any terms and conditions which may appear on your purchase order.

2.5 Each of your orders is an offer by you which will be subject to our acceptance. All orders are subject to availability of the Products, and we reserve the right to reject any order if in our opinion we cannot fulfill it. Neither Customer nor Codex will be bound by any order until Codex accepts it, but at that time both of us will be bound and a contract will exist under the terms of this Agreement. Once we have accepted your order, you cannot cancel or reschedule it except under the conditions expressly stated in this Agreement.

2.6 The terms of this Agreement will also apply to Products which are procured by one or more of your Affiliates if (a) their names and billing addresses are listed on an attachment to this Agreement; (b) you represent that you have sent them this Agreement or notified them of its terms and they agree to be bound by its terms; and (c) you guarantee their performance of all obligations to us under this Agreement, including the requirement to pay any amount owed us when due.

Section 3. *Term*

3.1 *Term of Agreement.* This Agreement will begin on the Effective Date listed above and will continue for a period of 12 months. After the first 12 months, the Agreement will be renewed on its anniversary date for additional periods of one-year each, unless either of us notifies the other that the Agreement will not be renewed. However, the Agreement may be terminated by either of us under its provisions before the end of a 12 month period. Any purchase order issued against this Agreement must be received and accepted while the Agreement is actually in force. The terms and conditions of this Agreement will continue to apply until the completion of the sales, lease and licensing transactions which commenced while the Agreement was actually in force.

3.2 Term of the Leases. The term of any individual lease created under this Agreement will be as requested on your accepted purchase order. The lease term begins on the first day of the month following the installation date of the Equipment. The installation date of the Equipment will be six days after shipment if you install the Equipment, or fifteen days after shipment if we install it. If we are responsible for installing the Equipment and we delay the installation, the installation date will be the day after we complete installation. After the expiration of the lease term, the lease will continue on a month to month basis, unless either party provides written notice of its intention to terminate at least 60 days prior to the renewal date.

3.3 Term of the Software Licenses. Each license granted to you under this Agreement will begin on the day we ship the media to you and will continue until that license is terminated. If the license for the Software requires you to pay us only a single license fee, then the license will be permanent. If the license for the Software requires you to pay us a monthly, annual or other periodic license fee, then the license will be for the fixed term for that Software. But any license will terminate earlier if you fail to pay us the necessary license fee or you violate any of the license terms of this Agreement and we terminate that license because of your default.

Section 4. *Products*

4.1 Before shipping any Product to you, we will perform our standard factory inspection and acceptance tests on the unit. If you request, we will certify that we have completed those tests, but their satisfactory completion will constitute your acceptance of the item. Your acceptance of the Product will not waive any of your warranty rights under Section 13.

4.2 The Equipment may contain remanufactured parts, but those parts will be subject to the same specifications and quality control standards we apply to new materials and will be warranted under Section 13 as if they were new.

4.3 You will be responsible for installing Products in accordance with our manuals or other instructions. But we will install Products for you if you ask us to do so and pay us our standard installation service charge. If we install the Products, the terms and conditions of this Agreement will govern the installation and any related implementation services. If a Product we install includes Software provided by one of our suppliers and that Software is contained on a shrink wrap license, you authorize us to act as your agent in installing that Software.

(a) If you would like us to install the Products, you may order "Installation" or "Implementation," as appropriate, on your purchase order. We will then install the Products during normal business hours. We may charge you extra for that service at other times.

(b) We will provide you with our installation specifications, and you will ensure that the site is safe, suitable and ready for installation of the Products. Any documentation, tools or diagnostic materials we use to install or maintain the Products is our Proprietary Information and exclusive property.

4.4 We will not be responsible for safety, homologation or type approval for the Products in any jurisdiction other than the certifications we have already obtained for them. But we will assist you in obtaining those approvals by providing you with available documentation, information and advice about the Products.

Section 5. *Shipment and Risk of Loss*

5.1 We will pack the Products for shipment and storage to meet commercial standards. Unless you provide us with special written instructions regarding shipment, we will choose the method of shipment and carrier to be used. We may make partial shipments to you by line item and invoice you for them.

5.2 We will use reasonable efforts to meet the shipment date you request for each item, but we may delay the scheduled shipment date if unforeseen problems prevent us from meeting it. We will notify you promptly when any shipment will be delayed. If we are negligent in failing to ship the Products to you within a reasonable time, you have the right to cancel the order (and/or terminate this Agreement) without being liable to us for any of the Products except those units we have already shipped to you. But we will not be liable to you for any expenses or damages because of that delay.

5.3 You will have the right to make reasonable changes in requested shipment dates if you notify us at least 30 days in advance of the scheduled shipment date. You may reschedule the order only once, and the reschedule date may not be later than 120 days from the original shipment date. Any other attempt to reschedule an order will be considered a cancellation, subject to the provisions of paragraph 16.3.

5.4 Risk of loss or damage to the Equipment will pass to you, FOB our shipping dock. Transportation will then be at your risk, and any loss or damage after our delivery to the carrier will be your responsibility and will not relieve you of your payment obligations to us. Title to purchased Equipment will pass to you FOB our shipping dock.

Section 6. *Prices*

6.1 We will furnish the Products to you at the prices specified on our current price list on the date of your order, less any discount to which you may be entitled under Section 7.

6.2 We will lease Equipment to you for a monthly lease charge based on the product of the lease factor specified on our current price list on the date of your order and the net purchase price for Equipment as determined under Section 7. However, notwithstanding Codex's current lease factor, the lease factor for the first 12 months of the Agreement is .0315 for 36 month leases and .022 for 60 month leases. An interim lease charge in the amount of 1/30th of the monthly lease charge will apply to leased Equipment for each day beginning on its installation date until the beginning of the lease term.

6.3 We will license Software to you for a permanent license fee or a periodic license fee as specified in our current price list on the date of your order. For a permanent license, there is a single license fee. You may pay a single license fee on a monthly basis in the same manner as described for an individual lease of Equipment. For a fixed-term license, there will be periodic license fees. We reserve the right to increase or decrease any periodic license fee effective 90 days after our written notice to you of the change.

6.4 We reserve the right to change the published prices, lease factors or license fees of any item at any time. The monthly lease charges for individual leases will not be changed during their original term.

Section 7. *Discounts*

7.1 The intent of this Agreement is to offer you a volume discount based upon the dollar volume of the Products you procure from us and accept delivery of during each separate year of the Term. The dollar volume used for determining volume discounts is the list price value of all Products. We will grant you the applicable discount level on Schedule B, provided that you comply with all the terms of this Agreement. The discount represents a percentage off our current list price on the date of your order.

7.2 If you are a new customer, your discount will be based on a forecast of the dollar volume of the Products you anticipate ordering from us during the year. You must submit a valid, good-faith forecast, which is subject to our approval. You will then receive the applicable discount level on Schedule B which corresponds to the amount of your agreed forecast of your anticipated orders during the year.

7.3 If you are a current customer, you will receive the applicable discount level on Schedule B which corresponds to your actual dollar volume during the previous twelve months.

7.4 If at any time after the first five months of a 12 month period of this Agreement ("the review period") you have not ordered and taken delivery of a reasonably proportionate amount of the applicable annual dollar volume, then we will have the right to revise your discount level to reflect the smaller dollar volume you will order and take delivery of during that 12 month period. At the beginning of each subsequent 12 month period, we will adjust your discount to reflect your actual dollar volume of the Products you have ordered and taken delivery of during the previous 12 months. We will notify you in writing of any adjustment, which shall become effective immediately and will then apply prospectively to your purchase orders which we receive and accept after we notify you of the adjustment.

7.5 If the dollar volume of the Products you order and accept delivery of reaches an amount which would entitle you to a higher discount, we will review your account at your request. If we determine that you do qualify for a higher discount, the revised discount will apply to your purchase orders which we receive and accept after we have determined you qualify for a higher discount.

Section 8. *Payment.*

8.1 *Purchased Equipment* We will invoice you for a unit of purchased Equipment when we ship it to you. Within 30 days of the date of our invoice, you shall pay all amounts due us under each invoice.

8.2 *Leased Equipment* Monthly lease charges are payable in advance on or before the first of each month. Interim lease charges are payable with your first monthly payment.

8.3 *Software.* Any monthly, annual or other periodic license fee is due in advance of the respective licensing period. We will invoice you for a permanent license when we ship the media to you and within 30 days of the date of our invoice, you shall pay all amounts due us under each invoice.

8.4 All other charges you incur under this Agreement will be due when you receive our invoice.

8.5 You shall pay all amounts due us under this Agreement without deduction or

offset in United States dollars delivered to us at the address stated on our invoice. If you ask us to establish a credit line or other payment terms for you, you will supply us with whatever periodic financial information we may reasonably request about your operations to enable us to evaluate the feasibility of doing so.

8.6 Any credit we may advance you is based upon our evaluation of your financial condition and prompt payment history. Any amount due which you have not paid us by its due date will be considered delinquent. In that event, we may withdraw credit to you, cancel any further orders, or require you to post an appropriate letter of credit or to make full or partial payment in advance. You also agree that on any delinquent amounts, we may invoice and collect from you all costs (including reasonable attorneys fees) which we may incur to collect the delinquent amount. You will also owe us a late payment charge on the delinquent balance equal to 1.5 percent per month or the legal maximum, whichever is less.

8.7 You grant us a purchase money security interest in each item of Equipment to secure the payment of the unpaid balance of the purchase price outstanding for such item of Equipment, plus any other applicable charges and all reasonable attorney's fees and court costs incurred by us in enforcing this Agreement. This purchase money security interest permits us to take back the Equipment if you fail to pay for it in accordance with the terms of this Agreement. You agree that we may file a financing statement if permitted by law and that we may file a carbon, photographic or other reproduction of this Agreement and your orders as such a financing statement. At our request, you will execute whatever documents we need to perfect our security interest.

Section 9. Taxes and Other Additional Charges.

9.1 You will pay all sales, use, excise and other taxes on the Products (except those based on our net income or net worth) unless you furnish us with a valid resale or exemption certificate.

9.2 You will also be responsible for reporting any Equipment purchased by you for personal property tax purposes. Although we will report and pay to the appropriate taxing authority all personal property taxes for leased Equipment, you will be invoiced and will reimburse us for your respective share of these taxes.

9.3 You will pay all transportation costs, expedited shipping charges for catalog orders, insurance charges, customs duties, and loss or damage settlements. Our prices for the Products do not include such taxes or charges; where applicable, they will be added to your total invoice amount.

Section 10. Additional Obligations and Terms For Leased Equipment

10.1 You must keep leased Equipment in the location stated on the Acknowledgment and you must not move it to another location without our written permission.

10.2 You must not sell, rent or give a security interest in leased Equipment, and you must keep it free and clear of all liens and encumbrances.

10.3 You must maintain leased Equipment in good working condition, and when you return it to us, it must be in the same condition it was in when the lease began, except for reasonable wear and tear. If it is damaged, you agree to pay us its full replacement value or the cost to repair it. You are responsible for returning all leased Equipment to us freight pre-paid at the expiration of the lease.

10.4 *Equipment Returns.* During the term of this Agreement, provided all charges have been paid, you will have the right to return 10% of the Equipment which has been leased under this Agreement as of December 31, 1993 without being obligated to pay us the lease termination charges described in paragraph 16.4.

10.5 *Equipment Upgrades.* During the term of this Agreement, provided all charges have been paid, and subject to the terms of this paragraph, you will have the right to upgrade the standard, unmodified Equipment (including permanent license fee Software which is paid incrementally as described in paragraph 6.3) which has been leased under this Agreement without being obligated to pay us the lease termination charges described in paragraph 16.4. Such upgrade may be made to other standard, unmodified Codex manufactured Equipment (or Software) of a higher speed and capability, as determined by Codex in its sole discretion, having a higher price than the Equipment being replaced and for a lease term which is equal to the original lease term for the Equipment being replaced. However, in the event that you waive your right to upgrade Equipment in accordance with this paragraph during the lease term of any individual lease, and such right to upgrade has not been exercised for more than 10% of the Equipment leased from Codex under this Agreement, your remaining lease payments for existing leases will be discounted by 5%.

10.6 *Purchase Option.* You may purchase Equipment (or fully pay the license fee for permanent license fee Software which is paid incrementally as described in paragraph 6.3) at the end of its original lease term for 10% of its original discounted purchase price or its Fair Market Value, whichever is less. The Fair Market Value shall be determined by our mutual agreement; however, if we cannot agree upon it within 30 days, the Fair Market Value will be determined by averaging the value quoted by three qualified third party appraisers selected by our mutual agreement. As an additional option, you may renew any individual 36 month or 60 month lease for 12 months for a sixty percent (60%) discount from the monthly lease rate in effect at the expiration of its original lease term, and title to the Equipment will pass to you (or the permanent license fee which is paid incrementally as described in paragraph 6.3 shall be fully paid) at the expiration of such renewal term.

Section 11. *License for Software*

11.1 We grant to you a non-exclusive and non-transferable license to use Software we furnish to you subject to the terms and conditions of this Agreement. This license to use governs any releases, revisions or enhancements to Software which we may furnish you.

11.2 You may use a copy of the Software only on the individual Equipment for which we have licensed its use and for which you have paid the associated license fees. For most Software, that Equipment is a single central processing unit ("CPU"), but for Codex's Flexible Networking Exchange Series ("FNX"), you may use a copy on each of the FNX nodes for which you have paid a license fee. Licensed use of Codex Network Management Software is subject to limitation based upon the size of your network. You shall only use Codex Network Management Software to manage the maximum size network for which you have paid the associated license fee. Upon request, you shall promptly identify to us in writing the single CPU or nodes on which you are using the Software and/or the devices being managed by Network Management Software.

11.3 You may temporarily use the Software on another CPU when the original CPU is inoperative because of a malfunction. You may also make a copy of the Software, but only for backup, archival, maintenance or disaster-protection purposes. You will

maintain records of the number and location of any copies and furnish those records to us if we ask to see them.

11.4 You may edit, translate, enhance or otherwise modify any machine-readable portion of the Software for your own use. But if you do, we will have no warranty or indemnity obligations to you for the modified Software or any responsibility for its compatibility with any Equipment or Software. If the modification results in our having to service your Equipment or other Software, you will pay us for those services at our standard rates for time and materials.

11.5 You may merge any machine-readable portion of the Software into other software to form an updated work for your own use. Any portion of the Software included in that updated work is subject to this license. If our license to you for that Software terminates for any reason, you must completely remove the Software portion from that work.

11.6 On any copy or modification you make of the Software or any portion you merge into other software, you must reproduce and include the copyright or other proprietary rights notice contained on the copy we have furnished you of the Software.

11.7 Codex (or its supplier) retains all title and ownership to any Software and any copy made from it, including translations, compilations, partial copies and portions of updated works. We reserve all rights in patents, copyrights, trade secrets and other intellectual property in the Software.

11.8 The Software is our (or our supplier's) confidential Proprietary Information, and its unauthorized disclosure could cause irreparable harm. You agree not to disclose it or make it available to anyone other than your employees or contractors without our written authorization. You will exercise no less than reasonable care to protect the Software from unauthorized disclosure and will take reasonable steps to insure that your employees and contractors do not disclose it in violation of this license. You will be liable to us for damages if you are negligent in protecting it. You agree not to disassemble, decompile or reverse engineer the Software under any circumstances.

11.9 Within 30 days after the termination of a license you must destroy all copies of that Software (together with all documentation, modifications and combined portions in any form) or else return them to us. If we give you written consent, you may keep a copy for archival purposes only. As long as any copy of the Software remains in your possession or control, your obligations under paragraphs 11.2 through 11.8 of this Section will continue, even if an individual license or this Agreement terminates for any reason.

11.10 If any of the Software is acquired by or on behalf of a unit or agency of the United States Government, this provision applies: The Software was developed at private expense and no part of it was developed with government funds; it is "commercial computer software," subject to limited utilization as provided in the contract between the vendor and the government entity; and in all respects, it is proprietary data belonging to Codex Corporation or our vendor. For units of the Department of Defense, the Software is licensed only with "Restricted Rights" as that term is defined in the applicable DOD supplement to the Federal Acquisition Regulations, and use, duplication or disclosure is subject to the restrictions set forth in the "Rights in Technical Data and Computer Software" clause of that supplement. Government personnel using this Software other than under a DOD contract acknowledge that use of this Software is subject to restrictions that are the same as or similar to the restrictions in that DOD supplement.

Section 12. *Firmware*

12.1 One or more components of Equipment you purchase or lease from us may contain firmware programs built into their circuitry. Your purchase or lease of that Equipment includes a non-exclusive license to use the firmware as part of the Equipment, but only under the following conditions: (a) Codex (or its supplier) retains all title and ownership to the programs; (b) you may not copy, disassemble, decompile or reverse engineer the programs under any circumstances; and (c) you will only transfer possession of the programs in conjunction with a transfer of Equipment.

Section 13. *Warranty*

13.1 *Equipment Warranty.* We warrant that any Equipment furnished to you under this Agreement will conform to our then-current published specifications and will be free from defects in materials and workmanship under normal use and service. This warranty is limited to the warranty period specified for that Equipment in the current Codex price list on the date of your order.

13.2 *Software Warranty.* We warrant that any Software licensed to you under this Agreement will be free from defects in materials or workmanship in the media and that under normal use, it will perform substantially in accordance with our published specifications for that release level of the Software. This warranty is limited to a period of 90 days from installation or 120 days from our shipment to you, whichever is longer.

13.3 Our sole obligation to you and your exclusive remedy under this warranty is as follows:

a. For Equipment whose standard level of service is on-site maintenance, we will repair or replace without charge a defective unit at your facility. Otherwise, we will repair or replace without charge any Equipment unit found to be defective if you return it to us, freight prepaid, to the factory or service center we designate. If we are unable within a reasonable time to repair or replace your item, we may instead elect to accept return of the unit and refund to you the purchase price or lease charges paid for it. We will pay freight costs to ship any repaired or replacement unit to you.

b. For Software, we will use reasonable efforts to remedy any material defect covered by this warranty. Those efforts will involve either replacing the media or attempting to correct significant, demonstrable errors. If we cannot correct the defect within a reasonable time, then at our option we will replace the defective Software with functionally-equivalent Software, license to you substitute Software which will accomplish the same objective, or terminate the license and refund the license fee you paid for it.

c. We will not be required to ship a replacement until we have confirmed through our examination that the Product is defective, but our decision is subject to good-faith negotiation or verification by a third-party examination. You agree to assist us in identifying the circumstances under which the Product may have failed. If we determine that the problem was either nonexistent or of your own making, you agree to pay us at our standard rates for the time and materials we spent investigating it.

13.4 This warranty does not apply to any individual Product which we determine has been subjected by you or another party to (a) operating or environmental conditions in excess of our written specifications or recommendations; (b) damage, misuse or

neglect; or (c) improper installation, repair or alteration. For certain designated Products, Codex must perform installation and related implementation services in order for this warranty to apply. This warranty also excludes expendable items, such as lamps, fuses, or other parts which fail from normal use.

13.5 Except as to title, this is our only warranty for the Products. **CODEX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR REMEDIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** We also disclaim any implied warranty arising out of trade usage or out of a course of dealing or course of performance. We do not guarantee the integrity of data or warrant that the Products will operate uninterrupted or error-free. And in no event shall our liability to you exceed the limitations specified in Section 15.

Section 14. *Infringement Indemnity*

14.1 At our expense, Codex will defend you against any claim that any of the Products or documentation we furnish to you under this Agreement infringes a United States patent or copyright. We will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. But you must give us prompt written notice of the claim, cooperate fully with us in its defense, and give us sole authority to control the case and any related settlement negotiations. We will not be responsible for any settlement made without our written consent.

14.2 If in our opinion any Product is likely to become the subject of such a claim, you will permit Codex, at its option and expense, to attempt to either secure for you the right to continue using it or else replace or modify the Product for you so that it becomes noninfringing without materially affecting your ability to use it. If neither of these alternatives is available on terms which appear to us to be reasonable, then you will return the Product to us at our request and we will refund to you the purchase price or single payment license fee you paid, less a reasonable amount for use, damage or obsolescence; or permit you to terminate the lease without termination charges.

14.3 We will not be obligated to you under this Section for any claim which is based upon (a) your modification of the Products; (b) our compliance with your designs, software, specifications or instructions; or (c) the combination or interconnection of the Products with any other product, device or system we did not supply.

14.4 The limitation on our liability contained in paragraph 15.2 does not apply to our indemnity obligations to you under this Section. However, you do agree that our total liability to you under this Section for all patent and copyright infringement claims shall not exceed the greater of (a) the payments made by you for the individual Product at issue in the claim, or (b) US \$2 million.

Section 15. *Limitation of Liability and Remedies*

15.1 Your exclusive remedies concerning our performance or nonperformance are those expressly stated in this Agreement. **UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR LOSS OF DATA, REPROCUREMENT COSTS, LOST REVENUE OR PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THEY WERE FORESEEABLE OR YOU HAVE INFORMED US OF THEIR POTENTIAL.**

15.2 Our total liability to you for damages under this Agreement will not exceed the greater of \$100,000 or the payments you made for the individual Product at issue in

the claim. This limitation will apply regardless of the form of action (i.e., whether the lawsuit is in contract or in tort, including negligence). But this limitation will not apply to claims under Section 14 or claims by you for bodily injury or damage to real or tangible personal property if Codex is solely liable for such damage.

Section 16. *Termination for Convenience*

16.1 Either Codex or Customer may terminate this Agreement at any time for any reason by giving at least 60 days prior written notice to the other. Neither the expiration nor the earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination. Even if one of us terminates this Agreement, the leases created under it will continue to be governed by the terms and conditions of this Agreement until the lease expires or is terminated under this Agreement.

16.2 If we terminate this Agreement for our convenience (and not because of your default), we will honor any confirmed purchase orders which you may have submitted prior to our notice of termination if they provide for delivery not more than 90 days after termination of the Agreement.

16.3 *Order Cancellation.* If you cancel an order for Products or terminate this Agreement for your convenience (and not because of our default), you must give us written notice. You will then owe us for the following cancellation charges on any outstanding orders:

(a) For any Product in our standard product line which you have ordered and you cancel within 30 days or less of its scheduled shipment date, you will owe us a cancellation charge equal to 10 percent of the list purchase price or license fee of that item. There will be no cancellation charges for any standard Product if we receive your cancellation notice more than 30 days before its scheduled shipment date.

(b) For any custom Product, you will be responsible for all work in process and any materials we have ordered to fulfill your order. At your option, you shall either (a) authorize us to complete the manufacture of that item, which you will then accept and pay for at the applicable price; or (b) reimburse us for all costs, a reasonable charge for cancellation and our lost profit. If you do not authorize us to complete the Product, we will make reasonable efforts to minimize your costs by attempting to utilize that work and material to fulfill orders from other customers, but we will not be liable to you if we are unable to do so within a reasonable period. Your financial obligations under this Agreement do not apply to any cancellation or termination under paragraph 5.2.

16.4 *Lease Termination.* You may terminate an individual lease during its term provided you give us 60 days written notice. You will owe us a termination charge equal to the difference between the amount you owe us for the entire term and the amount you have actually paid. If you are paid up-to-date, the termination charges will be computed by discounting the remaining monthly lease charges owed for the original term based on the current prime rate as published in the Wall Street Journal on the date of calculation. The term will continue and you are responsible for paying monthly lease charges until we actually receive the Equipment. The obligation of confidentiality shall survive termination of the lease.

16.5 *License Termination.* You may terminate a license at any time for your convenience by giving us 30 days' written notice. But if you do, you will not be entitled to any refund of any license fee which is then already due or was previously paid.

16.6 Except as expressly stated in this Agreement, neither of us will be liable to the other for any damages or compensation due to the termination of this Agreement.

Section 17. *Proprietary Information*

17.1 During the course of our relationship under this Agreement, each party may be given access to confidential or proprietary information of the other. Codex and Customer will each exercise due diligence to maintain in confidence any such information disclosed by one to the other, if the information is furnished on a confidential basis and marked or identified as confidential or proprietary when first disclosed ("Proprietary Information"). Our Proprietary Information may include the documents we supply you to aid in the installation, operation, test or maintenance of the Equipment; yours may include information about your voice or data network which we may need to bid or supply Equipment to you. As used here, the term "due diligence" means the same precaution and standard of care which the receiving party uses to safeguard its own proprietary information, but in no event less than reasonable care.

17.2 The receiving party may not reproduce, distribute or disclose any Proprietary Information to others, or use it for any commercial purpose outside this Agreement without first obtaining the written permission of the party which furnished it. In particular, Codex and Customer will each ensure that all employees who are given access to the Proprietary Information of the other will be required to hold that Information in confidence and to use it only in the course of their employer's business.

17.3 This section does not impose any obligation on either of us if the information is: (a) publicly known at the time of disclosure; (b) already known to the receiving party at the time; (c) furnished by the disclosing party to others without restrictions on its use or disclosure; or (d) independently developed by the receiving party without use of the Proprietary Information. Unless we agree otherwise, the obligations under this Section will expire five years after the date of our last shipment to you under this Agreement.

Section 18. *Accessories, Supplies and Documentation*

18.1 We will sell or lease you those accessories, supplies and attachments and sell or license you that documentation which we generally make available to our customers and at our standard prices at the time of your order. We will also sell you spare parts we generally make available to our Customers and at our standard prices. Their availability and prices may change at any time.

Section 19. *Default*

19.1 Neither Codex nor Customer will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control.

19.2 Either party will be considered to be in default if any of the following occurs: (a) it assigns this Agreement or any of its rights under this Agreement in violation of Section 22 (b) it fails to perform any material obligation under this Agreement, including the obligation to pay amounts when due; (c) it makes an assignment for the benefit of its creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of its assets; (d) it files for relief under state or federal bankruptcy laws; or (e) there is a substantial change in its ownership. In that event, the non-defaulting party may terminate this Agreement if the other has failed to take corrective action within 30 days after its receipt of a notice of default and intent

to terminate. If you default, you must return all leased Equipment to us or give us access to it. You will still owe us all unpaid lease charges which are due at that time, as well as the termination charges described in Section 16. If you are in default of your license obligations under Section 11, we may withhold our performance until your default is cured; we may also immediately seek injunctive relief if your actions threaten our (or our supplier's) proprietary rights.

Section 20. *Compliance with Export Controls*

20.1 You will not export any of the Products or documentation or technical data furnished to you under this Agreement without first obtaining the necessary export licenses from the United States Government. In fact, you warrant that you will not resell, transfer or export any of the Products in violation of any laws, regulations, transaction or export controls or economic sanctions imposed by the US Government regarding any other country, government or political entity. If you intend to export any of those items, you must determine whether an export license will be required and, if it is, then obtain that license from the appropriate authorities in the US Commerce or State Department. Your obligations under this Section will continue after this Agreement ends.

Section 21. *Dispute Resolution*

21.1 Massachusetts law governs this Agreement. Codex and Customer will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually-acceptable mediator to be chosen by Codex and Customer within 45 days after written notice by one of us demanding mediation. Neither of us may unreasonably withhold consent to the selection of a mediator, and Codex and Customer will share the costs of the mediation equally. By mutual agreement, however, Codex and Customer may postpone mediation until each has completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternative dispute resolution, such as neutral fact-finding or a minitrial.

21.2 Any dispute which we cannot resolve between us through negotiation or mediation within six months of the date of the initial demand by either of us may then be submitted to the courts within Massachusetts for resolution. The use of any alternative dispute resolution procedure will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party. And nothing in this paragraph will prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful or (b) interim relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

Section 22. *Assignment*

22.1 Neither party may assign this Agreement or delegate its performance under it without the prior written consent of the other. You agree, however, that we may assign this entire Agreement to our parent or other Affiliate or sell, transfer or assign to a financing institution our rights to receive payment from you.

22.2 You may not sublicense any license or transfer, rent or lease any Software without our written consent. If we do give you authorization to transfer a license, the other party must agree to accept the license terms and conditions of this Agreement, and you must destroy any copy of the Software you do not transfer to that party.

Section 23. *Maintenance Services*

23.1 We will provide maintenance services subject to the terms and conditions of our standard Master Service Agreement.

Section 24. *General.*

24.1 In our manufacture of the Products and our furnishing them to you, we will comply with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938 (as amended).

24.2 If you use any of the Products furnished to you under this Agreement in support of a US Government contract or subcontract, you do so solely at your own option and risk, and you remain solely and exclusively responsible for compliance with all statutes and regulations governing the furnishing of products and services to the U.S. Government. We make no representations, certifications or warranties with respect to the Products or services to satisfy any such statutes and regulations. Your failure to conduct sales to the US Government or to US Government prime contractors in strict accordance with US law will constitute a material breach of this Agreement.

24.3 None of the Products is specifically designed or intended for use as a component in the maintenance or operation of a nuclear facility; if you use it for such an application, you agree to indemnify us against any claim arising out of that application. We may require additional contractual safeguards for such applications.

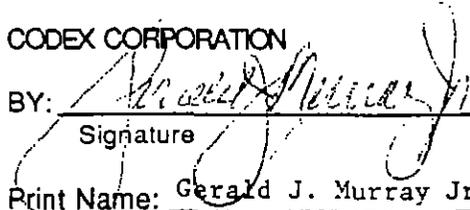
24.4 Notices under this Agreement must be sent by telegram, telex, telecopy or registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it.

24.5 This contract represents the entire agreement between us regarding this subject and the Products we are to sell, lease or license to you under it except as provided in Section 2.4. It supersedes any terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgements or invoices. It also supersedes our catalog sales terms and conditions and all previous oral or written communications between us regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement.

24.6 Finally, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms.

All of which is signed by and on behalf of Customer and Codex.

CODEX CORPORATION

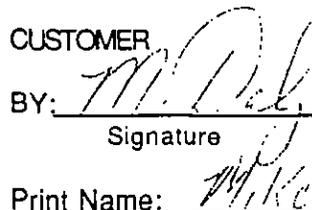
BY: 
Signature

Print Name: Gerald J. Murray Jr.

Title: Sr. V.P. & C.M., Worldwide Distributor

Date: September 15, 1992

CUSTOMER

BY: 
Signature

Print Name: MIKE VALT

Title: VP Controller & Treasurer

Date: 9-17-92

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267

ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

ORDER NUMBER	00317341	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$291.52
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	5-YR. LEASE 7/7/92		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00317341
CONTRACT NUMBER: 600-0317341-001

ALBUQUERQUE, NM 87107

25692	48000	3500 BASE	873644	001	3.22
25693	48000	3500 BASE	873645	001	3.22
25694	48000	3500 BASE	873647	001	3.22
25695	48000	3500 BASE	873650	001	3.22
25696	80400	MODULUS 21 NEST ENCLR	3210827	001	12.41
25697	85012	6250 NEST KIT 5 CARD	3201377	001	9.24
25698	85073	8250 DTIC 2	923604	001	10.17
25699	85045	6250 SYNC DATA CARD	920550	001	9.58
25700	85045	8250 SYNC DATA CARD	920551	001	9.58
25701	85008	8250 S/W REL 1.2	3203039	001	3.70
25702	68890	6507 S/A 115V N.A.	3005769	001	7.81
25703	68890	6507 S/A 115V N.A.	831611	001	7.81
25704	68890	6507 S/A 115V N.A.	834651	001	7.81
25705	21800	3280 FAST MGD SA	2608199	001	5.99
25706	21800	3260 FAST MGD SA	2606200	001	5.99
25707	21800	3280 FAST MGD SA	2606201	001	5.99
25708	21800	3260 FAST MGD SA	2806202	001	5.99
25709	21802	3262 FAST MGD CD	2605792	001	10.28
25710	21802	3262 FAST MGD CD	2605793	001	10.28
25711	21802	3262 FAST MGD CD	2605794	001	10.28
25712	40400	BKPLN 4 SLOT MDLS	921517	001	3.48
25713	92085	AA CABLE-ASSY-REG SIG *		001	0.26
25714	92085	AA CABLE-ASSY-REG SIG *		001	0.26
25715	92085	AA CABLE-ASSY-REG SIG *		001	0.26
25716	92085	AA CABLE-ASSY-REG SIG *		001	0.26
25717	92085	AA CABLE-ASSY-REG SIG *		001	0.26
25718	92085	AA CABLE-ASSY-REG SIG *		001	0.26
25719	86615	CBL EQIP 25 FT		001	0.34
25720	26975	CABLE ADPT 5 FT		001	0.29
25721	26975	CABLE ADPT 5 FT		001	0.29
25722	26975	CABLE ADPT 5 FT		001	0.29
25723	26975	CABLE ADPT 5 FT		001	0.29
25724	26975	CABLE ADPT 5 FT		001	0.29
25725	26975	CABLE ADPT 5 FT		001	0.29
25726	80400	MODULUS 21 NEST ENCLR	3150548	001	12.41
25727	68901	6525 CPU CRD KY SWTCH/PD	2421098	001	19.64
25728	68901	6525 CPU CRD KT SWTCH/PD	2421057	001	19.64
25729	68901	6525 CPU CRD KY SWTCH/PD	2421053	001	19.64
25730	68802	6525 S/W IDENT MODULE	1821856-3	001	0.00
25731	68802	6525 S/W IDENT MODULE	1821855-3	001	0.00
25732	68802	6525 S/W IDENT MODULE	1821857-3	001	0.00
25733	68812	6526 REV 2.14.00 PROM KIT		001	1.07
25734	68812	6525 REV 2.14.00 PROM KIT		001	1.07
25735	68812	6525 REV 2.14.00 PROM KIT		001	1.07

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(CONTINUE)

602-944-4411, ext. 17

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000217858

EXHIBIT NO "B"

LEASE INVOICE

PAGE: 2

INVOICE NUMBER	
AMOUNT DUE	\$291.52

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
25736	68904	6500 UNIVERSAL I/O CARD	2377312	001	15.25
25737	68904	6500 UNIVERSAL I/O CARD	2377328	001	15.25
25738	68742	6525 SAK MULTIPT X.25 OPT		001	3.47
25739	68743	6525 SAK SNA/SDLC ALLPORT		001	5.55
25740	68885	JAGUAR 54 PORT BKPLN	2361790	001	8.57
LOCATION EQUIPMENT TOTAL					275.50
SERVICE					0.00
STATE & LOCAL TAX					16.02
LOCATION TOTAL					291.52
INVOICE EQUIPMENT TOTAL					275.50
SERVICE					0.00
STATE & LOCAL TAX					16.02
INVOICE TOTAL					291.52

LEASE INVOICE

PAGE: 1

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

ORDER NUMBER	00321413	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE.	\$5.23
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	5-YR. LEASE 7/7/92		

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267

ALBUQUERQUE, NM 87184

CONTACT:

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00321413
CONTRACT NUMBER: 600-0321413-001

ALBUQUERQUE, NM 87107

28769	48790	OS EIA232 DTE V.35F		001	1.65
28770	48790	OS EIA232 DTE V.35F		001	1.65
26771	48790	OS EIA232 DTE V.35F		001	1.65

LOCATION EQUIPMENT TOTAL 4.95
SERVICE 0.00
STATE & LOCAL TAX 0.28
LOCATION TOTAL 5.23

INVOICE EQUIPMENT TOTAL 4.95
SERVICE 0.00
STATE & LOCAL TAX 0.28
INVOICE TOTAL 5.23

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(LAST PAGE) 602-944-4411, ext. 17

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**Manufacturers' Leasing
Services Corp.**

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Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00324904	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$27.94
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LEASE S STRICKLAND 10/20/92		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00324904
CONTRACT NUMBER: 600-0324904-001

ALBUQUERQUE, NM 87107

27726	48791	OS EIA232 DTE V.35M	2323917	001	6.60
27727	48791	OS EIA232 DTE V.35M	2462599	001	6.60
27728	48791	OS EIA232 DTE V.35M	2462605	001	6.60
27729	48791	OS EIA232 DTE V.35M	2462610	001	6.60
LOCATION EQUIPMENT TOTAL					26.40
SERVICE					0.00
STATE & LOCAL TAX					1.54
LOCATION TOTAL					27.94
INVOICE EQUIPMENT TOTAL					26.40
SERVICE					0.00
STATE & LOCAL TAX					1.54
INVOICE TOTAL					27.94

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**Manufacturers' Leasing
Services Corp.**

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Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00326183	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$4.87
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LEASE S STRICKLAND 10/20/92		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00326183
CONTRACT NUMBER: 600-0326183-001

ALBUQUERQUE, NM 87107

27991	26975	CABLE ADPT 5 FT		001	1.15
27992	26975	CABLE ADPT 5 FT		001	1.15
27993	26975	CABLE ADPT 5 FT		001	1.15
27994	26975	CABLE ADPT 5 FT		001	1.15

LOCATION EQUIPMENT TOTAL 4.80
SERVICE 0.00
STATE & LOCAL TAX 0.27
LOCATION TOTAL 4.87

INVOICE EQUIPMENT TOTAL 4.80
SERVICE 0.00
STATE & LOCAL TAX 0.27
INVOICE TOTAL 4.87

PLEASE DIRECT ALL INQUIRIES TO
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000217858

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00330277	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$379.69
VENDOR ID NO.		DUE DATE	
PURCHASE ORDER	LEASE/12-18-92		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00330277
CONTRACT NUMBER: 600-0330277-001

ALBUQUERQUE, NM 87107

29213	26981	OA 3340 2CH S/A	368548	001	119.61
29214	26981	OA 3340 2CH S/A	368550	001	119.61
29215	26981	OA 3340 2CH S/A	368552	001	119.61
LOCATION EQUIPMENT TOTAL					358.83
SERVICE					0.00
STATE & LOCAL TAX					20.86
LOCATION TOTAL					379.69
INVOICE EQUIPMENT TOTAL					358.83
SERVICE					0.00
STATE & LOCAL TAX					20.86
INVOICE TOTAL					379.69

PLEASE DIRECT ALL INQUIRIES TO
(LAST P 602-944-4411, ext. 17

000217858

Manufacturers' Leasing Services Corp.

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00331143	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$594.02
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L-5 1/5/93 S. STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO.	QTY	AMOUNT
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ORDER NUMBER: 00331143
CONTRACT NUMBER: 600-0331143-001

ALBUQUERQUE, NM 87107

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO.	QTY	AMOUNT
29313	48000	3500 BASE	3306208	001	12.87
29314	48000	3500 BASE	3306211	001	12.87
29315	68722	6507 SAK MULTIPT X.25 OPT		001	8.58
29316	68723	6507 SAK SDLC ALL-PORT OP		001	8.58
29317	68907	6507 CPU CRD KIT	2214434	001	25.74
29318	68801	6507 S/W IDENT MODULE	1814225-2	001	5.15
29319	68722	6507 SAK MULTIPT X.25 OPT		001	8.58
29320	68723	6507 SAK SDLC ALL-PORT OP		001	8.58
29321	68907	6507 CPU CRD KIT	2560294	001	25.74
29322	68801	6507 S/W IDENT MODULE	1828396-2	001	5.15
29323	68811	6507 REV 2.14.00 PROM KIT		001	4.29
29324	68801	6507 S/W IDENT MODULE	1828401-2	001	5.15
29325	68811	6507 REV 2.14.00 PROM KIT		001	4.29
29326	68722	6507 SAK MULTIPT X.25 OPT		001	8.58
29327	68723	6507 SAK SDLC ALL-PORT OP		001	8.58
29328	68907	6507 CPU CRD KIT	2563512	001	25.74
29329	68801	6507 S/W IDENT MODULE	1828400-2	001	5.15
29330	68811	6507 REV 2.14.00 PROM KIT		001	4.29
29331	48000	3500 BASE	3306137	001	12.87
29332	80111	CABLE ASSY EIA 232-D		001	1.15
29333	80111	CABLE ASSY EIA 232-D		001	1.15
29334	80111	CABLE ASSY EIA 232-D		001	1.15
29335	80111	CABLE ASSY EIA 232-D		001	1.15
29336	80111	CABLE ASSY EIA 232-D		001	1.15
29337	80111	CABLE ASSY EIA 232-D		001	1.15
29338	80111	CABLE ASSY EIA 232-D		001	1.15
29339	80000	ENCLOSURE KIT 115V 150W	3013807	001	21.42
29340	68912	6505/25 12 PORT BKPLN	2485531	001	8.58
29341	68907	6507 CPU CRD KIT	2563517	001	25.74
29342	68801	6507 S/W IDENT MODULE	1828279-2	001	5.15
29343	68811	6507 REV 2.14.00 PROM KIT		001	4.29
29344	68722	6507 SAK MULTIPT X.25 OPT		001	8.58
29345	68723	6507 SAK SDLC ALL-PORT OP		001	8.58
29346	68907	6507 CPU CRD KIT	2563457	001	25.74
29347	68801	6507 S/W IDENT MODULE	1828358-2	001	5.15
29348	68811	6507 REV 2.14.00 PROM KIT		001	4.29
29349	80000	ENCLOSURE KIT 115V 150W	3013804	001	21.42
29350	68912	6505/25 12 PORT BKPLN	2485548	001	8.58
29351	68907	6507 CPU CRD KIT	2563515	001	25.74
29352	68801	6507 S/W IDENT MODULE	1828363-2	001	5.15
29353	68811	6507 REV 2.14.00 PROM KIT		001	4.29
29354	68722	6507 SAK MULTIPT X.25 OPT		001	8.58
29355	68723	6507 SAK SDLC ALL-PORT OP		001	8.58
29356	68907	6507 CPU CRD KIT	2560275	001	25.74

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PAGE: 2

INVOICE NUMBER	
AMOUNT DUE	\$594.02

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
29357	68801	6507 S/W IDENT MODULE	1828364-2	001	5.15
29358	68811	6507 REV 2.14.00 PROM KIT		001	4.29
29359	80000	ENCLOSURE KIT 115V 150W	3013806	001	21.42
29360	68912	6505/25 12 PORT BKPLN	2485525	001	8.58
29361	68907	6507 CPU CRD KIT	2563513	001	25.74
29362	68801	6507 S/W IDENT MODULE	1828360-2	001	5.15
29363	68811	6507 REV 2.14.00 PROM KIT		001	4.29
29364	68722	6507 SAK MULTIPT X.25 OPT		001	8.58
29365	68723	6507 SAK SDLC ALL-PORT OP		001	8.58
29366	68907	6507 CPU CRD KIT	2563514	001	25.74
29367	68801	6607 S/W IDENT MODULE	1828359-2	001	5.15
29368	68811	6507 REV 2.14.00 PROM KIT		001	4.29
LOCATION EQUIPMENT TOTAL					561.39
SERVICE					0.00
STATE & LOCAL TAX					32.63
LOCATION TOTAL					594.02
INVOICE EQUIPMENT TOTAL					661.39
SERVICE					0.00
STATE & LOCAL TAX					32.63
INVOICE TOTAL					594.02

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(LAST PAGE)

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LEASE INVOICE

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

ORDER NUMBER	00335105	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE.	\$38.07
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L 5 3/2/93 S STRICKLAND		

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00335105
CONTRACT NUMBER: 600-0335105-001

ALBUQUERQUE, NM 87107

30193	26975	CABLE ADPT 5 FT		001	0.72
30194	26975	CABLE ADPT 5 FT		001	0.72
30195	26975	CABLE ADPT 5 FT		001	0.72
30196	26975	CABLE ADPT 5 FT		001	0.72
30197	92061	AA CABLE-ASSY-REG SIG *		001	0.95
30198	92061	AA CABLE-ASSY-REG SIG *		001	0.95
30199	68904	6500 UNIVERSAL I/O CARD	2219071	001	31.20
LOCATION EQUIPMENT TOTAL					35.98
SERVICE					0.00
STATE & LOCAL TAX					2.09
LOCATION TOTAL					38.07
INVOICE EQUIPMENT TOTAL					35.98
SERVICE					0.00
STATE & LOCAL TAX					2.09
INVOICE TOTAL					38.07

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Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00335893	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$82.55
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L 5 3/10/93 STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00335893
CONTRACT NUMBER: 600-0335893-001

ALBUQUERQUE, NM 87107

30434	80000	ENCLOSURE KIT 115V 150W	823081	001	19.48
30435	68912	6505/25 12 PORT BKPLN	1185241	001	7.80
30436	68907	6507 CPU CRD KIT	2238023R	001	23.40
30437	68801	6507 S/W IDENT MODULE	1828414-2	001	4.88
30438	68722	6507 SAK MULTIPT X.25 OPT		001	7.80
30439	68723	6507 SAK SDLC ALL-PORT OP		001	7.80
30440	68811	6507 REV 2.14.00 PROM KIT		001	3.90
30441	80110	CABLE ASSY EIA 232-D		001	1.05
30442	80110	CABLE ASSY EIA 232-D		001	1.05
30443	80110	CABLE ASSY EIA 232-D		001	1.05

LOCATION EQUIPMENT TOTAL	78.01
SERVICE	0.00
STATE & LOCAL TAX	4.54
LOCATION TOTAL	82.55
INVOICE EQUIPMENT TOTAL	78.01
SERVICE	0.00
STATE & LOCAL TAX	4.54
INVOICE TOTAL	82.55

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PAGE: 1

ORDER NUMBER	00335898	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$70.64
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L5 3/10/93 S.STRICKLAND		

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00335898
CONTRACT NUMBER: 600-0335898-001

ALBUQUERQUE, NM 87107

30444	88907	6507 CPU CRD KIT	1428992	001	23.40
30446	68801	6507 S/W IDENT MODULE	1828688-2	001	4.68
30446	68811	6507 REV 2.14.00 PROM KIT		001	3.90
30447	85045	6250 SYNC DATA CARD	2884628	001	34.78
LOCATION EQUIPMENT TOTAL					66.76
SERVICE					0.00
STATE & LOCAL TAX					3.88
LOCATION TOTAL					70.64
INVOICE EQUIPMENT TOTAL					66.76
SERVICE					0.00
STATE & LOCAL TAX					3.88
INVOICE TOTAL					70.64

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BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

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ORDER NUMBER	00336871	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$66.85
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L 5 3/18/93 S.STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00336871
CONTRACT NUMBER: 600-0336871-001

ALBUQUERQUE, NM 87107

30538	68907	6507 CPU CRD KIT	2346525	001	23.40
30539	68801	6507 S/W IDENT MODULE	1828595-2	001	4.68
30540	68811	6507 REV 2.14.00 PROM KIT		001	3.90
30541	68913	6505/25 18 PORT BKPLN	2115205	001	15.60
30542	68913	6505/25 18 PORT BKPLN	2181376	001	15.60
LOCATION EQUIPMENT TOTAL					63.18
SERVICE					0.00
STATE & LOCAL TAX					3.67
LOCATION TOTAL					66.85
INVOICE EQUIPMENT TOTAL					63.18
SERVICE					0.00
STATE & LOCAL TAX					3.67
INVOICE TOTAL					66.85

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ORDER NUMBER	00337870	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$51.55
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L 5 4-6-93 S.STRICKLAND*		

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00337870
CONTRACT NUMBER: 600-0337870-001

ALBUQUERQUE, NM 87107

30749	85005	6250 BKPLN 13 SLOT	2582677	001	48.72
				LOCATION EQUIPMENT TOTAL	48.72
				SERVICE	0.00
				STATE & LOCAL TAX	2.83
				LOCATION TOTAL	51.55
				INVOICE EQUIPMENT TOTAL	48.72
				SERVICE	0.00
				STATE & LOCAL TAX	2.83
				INVOICE TOTAL	51.55

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ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

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ORDER NUMBER	00342090	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$23.61
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L 5 6/1/93 S. STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00342090
CONTRACT NUMBER: 600-0342090-001

ALBUQUERQUE, NM 87107

31927	68902	6500 ASYNCHRONOUS I/O CRD	3399290	001	22.31
					LOCATION EQUIPMENT TOTAL 22.31
					SERVICE 0.00
					STATE & LOCAL TAX 1.30
					LOCATION TOTAL 23.61
					INVOICE EQUIPMENT TOTAL 22.31
					SERVICE 0.00
					STATE & LOCAL TAX 1.30
					INVOICE TOTAL 23.61

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ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

ORDER NUMBER	00361984	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$71.36
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L-5 2/18/94 S STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00361984
CONTRACT NUMBER: 600-0361984-001

ALBUQUERQUE, NM 87107

39416	68914	6505/25 24 PORT BKPLN	4491485	001	44.37
39417	68902	6500 ASYNCHRONOUS I/O CRD	4501070	001	23.07
LOCATION EQUIPMENT TOTAL					67.44
SERVICE					0.00
STATE & LOCAL TAX					3.92
LOCATION TOTAL					71.36
INVOICE EQUIPMENT TOTAL					67.44
SERVICE					0.00
STATE & LOCAL TAX					3.92
INVOICE TOTAL					71.36

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BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00377638	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$84.54
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L 5 8/8/94 STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00377638
CONTRACT NUMBER: 600-0377638-001

ALBUQUERQUE, NM 87107

43564	68628	6500PLUS SAK FRI OPTION		001	8.89
43565	68628	6500PLUS SAK FRI OPTION		001	8.88
43566	68628	6500PLUS SAK FRI OPTION		001	8.88
43567	68622	6500PLUS SAK BSC3270 OPTN		001	8.88
43568	68622	6500PLUS SAK BSC3270 OPTN		001	8.88
43569	68904	6500 UNIVERSAL I/O CARD	10025884	001	35.48
LOCATION EQUIPMENT TOTAL					79.89
SERVICE					0.00
STATE & LOCAL TAX					4.65
LOCATION TOTAL					84.54
INVOICE EQUIPMENT TOTAL					79.89
SERVICE					0.00
STATE & LOCAL TAX					4.65
INVOICE TOTAL					84.54

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ORDER NUMBER	00383217	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$1,856.99
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LRT S STRICKLAND 10/10/94		

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00383217
CONTRACT NUMBER: 600-0383217-001

ALBUQUERQUE, NM 87107

45300	40372	3262 MGD DUAL MODEM CD	9612277	001	30.08
45301	40372	3262 MGD DUAL MODEM CD	9612304	001	30.08
45302	40372	3262 MGD DUAL MODEM CD	9612399	001	30.08
45303	40372	3262 MGD DUAL MODEM CD	9612400	001	30.08
45304	40372	3262 MGD DUAL MODEM CD	9612401	001	30.08
45305	40372	3282 MGD DUAL MODEM CD	9612404	001	30.08
45306	40372	3282 MGD DUAL MODEM CD	9612405	001	30.08
45307	40372	3262 MGD DUAL MODEM CD	9612419	001	30.08
45308	80110	CABLE ASSY EIA 232-D		001	1.19
45309	80111	CABLE ASSY EIA 232-D		001	1.19
45310	80111	CABLE ASSY EIA 232-D		001	1.19
45311	80111	CABLE ASSY EIA 232-D		001	1.19
45312	80111	CABLE ASSY EIA 232-D		001	1.19
45313	80111	CABLE ASSY EIA 232-D		001	1.19
45314	80111	CABLE ASSY EIA 232-D		001	1.19
45315	80111	CABLE ASSY EIA 232-D		001	1.19
45316	80111	CABLE ASSY EIA 232-D		001	1.19
45317	80111	CABLE ASSY EIA 232-D		001	1.19
45318	80111	CABLE ASSY EIA 232-D		001	1.19
45319	80111	CABLE ASSY EIA 232-D		001	1.19
45320	80111	CABLE ASSY EIA 232-D		001	1.19
45321	80111	CABLE ASSY EIA 232-D		001	1.19
45322	80111	CABLE ASSY EIA 232-D		001	1.19
45323	80111	CABLE ASSY EIA 232-D		001	1.19
45324	80111	CABLE ASSY EIA 232-D		001	1.19
45325	40370	3260 MGD MODEM	9407825	001	14.99
45326	40370	3260 MGD MODEM	9407828	001	14.99
45327	40370	3260 MGD MODEM	9407827	001	14.99
45328	40370	3260 MGD MODEM	9407829	001	14.99
45329	40370	3260 MGD MODEM	9407830	001	14.99
45330	40370	3260 MGD MODEM	9407831	001	14.99
45331	40370	3260 MGD MODEM	9407835	001	14.99
45332	40370	3260 MGD MODEM	9407837	001	14.99
45333	40370	3260 MGD MODEM	9407839	001	14.99
45334	40370	3260 MGD MODEM	9407846	001	14.99
45335	40370	3260 MGD MODEM	9407847	001	14.99
45336	40370	3260 MGD MODEM	9407848	001	14.99
45337	40370	3260 MGD MODEM	9407920	001	14.99
45338	40370	3260 MGD MODEM	9407924	001	14.99
45339	40370	3260 MGD MODEM	9407933	001	14.99
45340	40370	3260 MGD MODEM	9407959	001	14.99
45341	40370	3260 MGD MODEM	9407964	001	14.99
45342	40370	3260 MGD MODEM	9407965	001	14.99
45343	40370	3260 MGD MODEM	9407967	001	14.99

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LEASE INVOICE

PAGE: 2

INVOICE NUMBER	8056858
AMOUNT DUE	\$1,856.99

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
45344	40370	3260 MGD MODEM	9407969	001	14.99
45345	40370	3260 MGD MODEM	9407970	001	14.99
45346	40370	3260 MGD MODEM	9407971	001	14.99
45347	40370	3280 MGD MODEM	9611110	001	14.99
45348	40370	3260 MGD MODEM	9611111	001	14.99
45349	40370	3260 MGD MODEM	9611112	001	14.99
45350	40370	3260 MGD MODEM	9611126	001	14.99
45351	40370	3260 MGD MODEM	9611127	001	14.99
45352	40370	3260 MGD MODEM	9611128	001	14.99
45353	40370	3260 MGD MODEM	9611130	001	14.99
45354	40370	3260 MGD MODEM	9611132	001	14.99
45355	40370	3280 MGD MODEM	9611415	001	14.99
45356	40370	3260 MGD MODEM	9611441	001	14.99
45357	40370	3260 MGD MODEM	9611442	001	14.99
45358	40370	3280 MGD MODEM	9611443	001	14.99
45359	40370	3260 MGD MODEM	9611444	001	14.99
45360	40370	3260 MGD MODEM	9611445	001	14.99
45361	40370	3260 MGD MODEM	9611446	001	14.99
45362	40370	3260 MGD MODEM	9611447	001	14.99
45363	40370	3260 MGD MODEM	9611448	001	14.99
45364	40370	3260 MGD MODEM	9611449	001	14.99
45365	40370	3260 MGD MODEM	9611450	001	14.99
45366	40370	3260 MGD MODEM	9612421	001	14.99
45367	40370	3260 MGD MODEM	9612422	001	14.99
45368	40370	3260 MGD MODEM	9612423	001	14.99
45369	40370	3260 MGD MODEM	9612424	001	14.99
45370	40370	3260 MGD MODEM	9612425	001	14.99
45371	40370	3280 MGD MODEM	9612426	001	14.99
45372	40370	3260 MGD MODEM	9612427	001	14.99
45373	40370	3260 MGD MODEM	9612428	001	14.99
45374	40370	3260 MGD MODEM	9612429	001	14.99
45375	40370	3260 MGD MODEM	9612430	001	14.99
45376	40370	3260 MGD MODEM	9612431	001	14.99
45377	40370	3260 MGD MODEM	9612432	001	14.99
45378	40370	3280 MGD MODEM	9612433	001	14.99
45379	40370	3260 MGD MODEM	9612434	001	14.99
45380	40370	3280 MGD MODEM	9612435	001	14.99
45381	40370	3280 MGD MODEM	9612436	001	14.99
45382	40370	3260 MGD MODEM	9612437	001	14.99
45383	40370	3260 MGD MODEM	9612438	001	14.99
45384	40370	3260 MGD MODEM	9612440	001	14.99
45385	40370	3260 MGD MODEM	9612441	001	14.99
45386	40370	3260 MGD MODEM	9612442	001	14.99
45387	40370	3260 MGD MODEM	9612443	001	14.99
45388	40370	3260 MGD MODEM	9612444	001	14.99
45389	40370	3260 MGD MODEM	9612566	001	14.99
45390	40370	3260 MGD MODEM	9612567	001	14.99
45391	40370	3280 MGD MODEM	9612571	001	14.99
45392	40370	3280 MGD MODEM	9612572	001	14.99
45393	40370	3280 MGD MODEM	9612573	001	14.99
45394	40370	3260 MGD MODEM	9612574	001	14.99
45395	40370	3260 MGD MODEM	9612575	001	14.99
45396	40370	3260 MGD MODEM	9612576	001	14.99
45397	40370	3260 MGD MODEM	9629217	001	14.99
45398	80110	CABLE ASSY EIA 232-D		001	1.19
45399	80110	CABLE ASSY EIA 232-D		001	1.19
45400	80110	CABLE ASSY EIA 232-D		001	1.19
45401	80110	CABLE ASSY EIA 232-D		001	1.19
45402	80110	CABLE ASSY EIA 232-D		001	1.19
45403	80110	CABLE ASSY EIA 232-D		001	1.19
45404	80110	CABLE ASSY EIA 232-D		001	1.19
45405	80110	CABLE ASSY EIA 232-D		001	1.19
45406	80110	CABLE ASSY EIA 232-D		001	1.19
45407	80110	CABLE ASSY EIA 232-D		001	1.19
45408	80110	CABLE ASSY EIA 232-D		001	1.19
45409	80110	CABLE ASSY EIA 232-D		001	1.19

PLEASE DIRECT ALL INQUIRIES TO THE CUSTOMER CENTER 800-446-0144
(CONTINUED ON NEXT PAGE)

000217858

LEASE INVOICE

PAGE: 3

INVOICE NUMBER	8056858
AMOUNT DUE	\$1,856.99

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
45410	80110	CABLE ASSY EIA 232-D		001	1.19
45411	80110	CABLE ASSY EIA 232-D		001	1.19
45412	80110	CABLE ASSY EIA 232-D		001	1.19
45413	80110	CABLE ASSY EIA 232-D		001	1.19
45414	80110	CABLE ASSY EIA 232-D		001	1.19
45415	80110	CABLE ASSY EIA 232-D		001	1.19
45416	80110	CABLE ASSY EIA 232-D		001	1.19
45417	80110	CABLE ASSY EIA 232-D		001	1.19
45418	80110	CABLE ASSY EIA 232-D		001	1.19
45419	80110	CABLE ASSY EIA 232-D		001	1.19
45420	80110	CABLE ASSY EIA 232-D		001	1.19
45421	80110	CABLE ASSY EIA 232-D		001	1.19
45422	80110	CABLE ASSY EIA 232-D		001	1.19
45423	80110	CABLE ASSY EIA 232-D		001	1.19
45424	80110	CABLE ASSY EIA 232-D		001	1.19
45425	80110	CABLE ASSY EIA 232-D		001	1.19
45426	80110	CABLE ASSY EIA 232-D		001	1.19
45427	80110	CABLE ASSY EIA 232-D		001	1.19
45428	80110	CABLE ASSY EIA 232-D		001	1.19
45429	80110	CABLE ASSY EIA 232-D		001	1.19
45430	80110	CABLE ASSY EIA 232-D		001	1.19
45431	80110	CABLE ASSY EIA 232-D		001	1.19
45432	80110	CABLE ASSY EIA 232-D		001	1.19
45433	80110	CABLE ASSY EIA 232-D		001	1.19
45434	80110	CABLE ASSY EIA 232-D		001	1.19
45435	80110	CABLE ASSY EIA 232-D		001	1.19
45436	80110	CABLE ASSY EIA 232-D		001	1.19
45437	80110	CABLE ASSY EIA 232-D		001	1.19
45438	80110	CABLE ASSY EIA 232-D		001	1.19
45439	80110	CABLE ASSY EIA 232-D		001	1.19
45440	80110	CABLE ASSY EIA 232-D		001	1.19
45441	80110	CABLE ASSY EIA 232-D		001	1.19
45442	80110	CABLE ASSY EIA 232-D		001	1.19
45443	80110	CABLE ASSY EIA 232-D		001	1.19
45444	80110	CABLE ASSY EIA 232-D		001	1.19
45445	80110	CABLE ASSY EIA 232-D		001	1.19
45446	80110	CABLE ASSY EIA 232-D		001	1.19
45447	80110	CABLE ASSY EIA 232-D		001	1.19
45448	80110	CABLE ASSY EIA 232-D		001	1.19
45449	80110	CABLE ASSY EIA 232-D		001	1.19
45450	80110	CABLE ASSY EIA 232-D		001	1.19
45451	80110	CABLE ASSY EIA 232-D		001	1.19
45452	80110	CABLE ASSY EIA 232-D		001	1.19
45453	80110	CABLE ASSY EIA 232-D		001	1.19
45454	80110	CABLE ASSY EIA 232-D		001	1.19
45455	80110	CABLE ASSY EIA 232-D		001	1.19
45456	80110	CABLE ASSY EIA 232-D		001	1.19
45457	80110	CABLE ASSY EIA 232-D		001	1.19
45458	80110	CABLE ASSY EIA 232-D		001	1.19
45459	80110	CABLE ASSY EIA 232-D		001	1.19
45460	80110	CABLE ASSY EIA 232-D		001	1.19
45461	80110	CABLE ASSY EIA 232-D		001	1.19
45462	80110	CABLE ASSY EIA 232-D		001	1.19
45463	80110	CABLE ASSY EIA 232-D		001	1.19
45464	80110	CABLE ASSY EIA 232-D		001	1.19
45465	80110	CABLE ASSY EIA 232-D		001	1.19
45466	80110	CABLE ASSY EIA 232-D		001	1.19
45467	80110	CABLE ASSY EIA 232-D		001	1.19
45468	80110	CABLE ASSY EIA 232-D		001	1.19
45469	80110	CABLE ASSY EIA 232-D		001	1.19
45470	80110	CABLE ASSY EIA 232-D		001	1.19
45471	17460	65XX/VANGD DOC SET		001	1.77

LOCATION EQUIPMENT TOTAL	1,443.78
SERVICE	0.00
STATE & LOCAL TAX	83.93

PLEASE DIRECT ALL INQUIRIES TO THE CUSTOMER CENTER 800-446-0144
(CONTINUED ON NEXT PAGE)

000217858

LEASE INVOICE

INVOICE NUMBER	8056858
AMOUNT DUE	\$1,856.99

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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LOCATION TOTAL	1,527.71
ORDER EQUIPMENT TOTAL	1,443.78
SERVICE	0.00
STATE & LOCAL TAX	83.93
ORDER TOTAL	1,527.71

ORDER NUMBER: 00383217
 CONTRACT NUMBER: 600-0383217-002

ALBUQUERQUE, NM 87107

45472	22368	9CARD/10 SLOT BKPL-UNIV.	10099318	001	18.53
45473	80400	MODULUS 21 NEST ENCLR	9410143	001	51.33
45474	68876	MODULUS 9/21 24 PORT BKPL	10038042	001	44.38
45475	88500	6500 + CPU CRD BNDL	4139621	001	31.05
45476	68805	6525 PLUS S/W ID MODULE	9905340-3	001	46.58
45477	68870	6500 + 4PROM 3.01 W/O FLASH		001	3.55
45478	68791	6500 V.24 DIM		001	0.00
45479	68791	6500 V.24 DIM		001	0.00
45480	68501	6500 + AUX CPU CARD	4139547	001	30.17
45481	68805	6525 PLUS S/W ID MODULE	9905339-3	001	46.58
45482	68870	6500 + 4PROM 3.01 W/O FLASH		001	3.55
45483	68791	6500 V.24 DIM		001	0.00
45484	68791	6500 V.24 DIM		001	0.00
45485	68904	6500 UNIVERSAL I/O CARD	10084380	001	35.49
45486	68520	MOD 21 TRIM RFI HOR BAR		001	0.00

LOCATION EQUIPMENT TOTAL	311.19
SERVICE	0.00
STATE & LOCAL TAX	18.09
LOCATION TOTAL	329.28

ORDER EQUIPMENT TOTAL	311.19
SERVICE	0.00
STATE & LOCAL TAX	18.09
ORDER TOTAL	329.28

INVOICE EQUIPMENT TOTAL	1,754.97
SERVICE	0.00
STATE & LOCAL TAX	102.02
INVOICE TOTAL	1,856.99

LEASE INVOICE

PAGE: 1

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

ORDER NUMBER	00383218	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$8.08
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LTR STEVE STRICKLAND 10/18/94		

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10287
ALBUQUERQUE, NM 87184

CONTACT:

3/2001

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00383218
CONTRACT NUMBER: 600-0383218-001

ALBUQUERQUE, NM 87107

45487	85039	6250 HIGH SPEED V.36 DIM		001	1.91
45488	85039	6250 HIGH SPEED V.36 DIM		001	1.91
45489	85043	6250 CBL ADPT V.35 10FT		001	1.91
45490	85043	6250 CBL ADPT V.35 10FT		001	1.91

LOCATION EQUIPMENT TOTAL	7.64
SERVICE	0.00
STATE & LOCAL TAX	0.44
LOCATION TOTAL	8.08
INVOICE EQUIPMENT TOTAL	7.64
SERVICE	0.00
STATE & LOCAL TAX	0.44
INVOICE TOTAL	8.08

PLEASE DIRECT ALL INQUIRIES TO
(LAST P) 602-944-4411, ext. 17

000217858

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00383323	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$28.17
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LTR S STRICKLAND 10/25/94		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00383323
CONTRACT NUMBER: 600-0383323-001

ALBUQUERQUE, NM 87107

45493	48388	3512 STANDALONE BASE UNIT	9622605	001	13.31	
45494	48388	3512 STANDALONE BASE UNIT	9622606	001	13.31	
					LOCATION EQUIPMENT TOTAL	26.62
					SERVICE	0.00
					STATE & LOCAL TAX	1.55
					LOCATION TOTAL	28.17
					INVOICE EQUIPMENT TOTAL	28.62
					SERVICE	0.00
					STATE & LOCAL TAX	1.55
					INVOICE TOTAL	28.17

PLEASE DIRECT ALL INQUIRIES TO
(LAST P) 602-944-4411, ext. 17

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**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00389317	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$109.93
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LEASE/LETTER 1/4/95		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00389317
CONTRACT NUMBER: 600-0389317-001

ALBUQUERQUE, NM 87107

48457	26975	CABLE ADPT 5 FT		001	0.82
48458	26975	CABLE ADPT 5 FT		001	0.82
48459	26975	CABLE ADPT 5 FT		001	0.82
48460	26975	CABLE ADPT 5 FT		001	0.82
48461	26975	CABLE ADPT 5 FT		001	0.82
48462	26975	CABLE ADPT 5 FT		001	0.82
48463	26975	CABLE ADPT 5 FT		001	0.82
48464	26975	CABLE ADPT 5 FT		001	0.82
48465	26975	CABLE ADPT 5 FT		001	0.82
48466	26975	CABLE ADPT 5 FT		001	0.82
48467	26975	CABLE ADPT 5 FT		001	0.82
48468	26975	CABLE ADPT 5 FT		001	0.82
48469	68904	6500 UNIVERSAL I/O CARD	10099669	001	35.49
48470	68904	6500 UNIVERSAL I/O CARD	10099670	001	35.49
48471	89902	6500 ASYNCHRONOUS I/O CRD	10085098	001	23.07

LOCATION EQUIPMENT TOTAL	103.89
SERVICE	0.00
STATE & LOCAL TAX	6.04
LOCATION TOTAL	109.93
INVOICE EQUIPMENT TOTAL	103.89
SERVICE	0.00
STATE & LOCAL TAX	6.04
INVOICE TOTAL	109.93

PLEASE DIRECT ALL INQUIRIES TO
(LAST P) 602-944-4411, ext. 17

000217858

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00392778	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$18.77
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LTR STRICKLAND 1/27/95		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00392778
CONTRACT NUMBER: 600-0392778-001

ALBUQUERQUE, NM 87107

48758	68729	6507 SAK FRAME RELAY ALL-		001	8.87
48759	68729	6507 SAK FRAME RELAY ALL-		001	8.87
LOCATION EQUIPMENT TOTAL					17.74
SERVICE					0.00
STATE & LOCAL TAX					1.03
LOCATION TOTAL					18.77
INVOICE EQUIPMENT TOTAL					17.74
SERVICE					0.00
STATE & LOCAL TAX					1.03
INVOICE TOTAL					18.77

PLEASE DIRECT ALL INQUIRIES TO
(LAST PAGE) 602-944-4411, ext. 17

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LEASE INVOICE

PAGE: 1

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

ORDER NUMBER	00403331	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$203.73
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LEASE S STRICKLAND 4/5/95		

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00403331
CONTRACT NUMBER: 800-0403331-001

ALBUQUERQUE, NM 87107

51078	14011	9000-UX CODES PLATFORM SW		001	15.53
51079	14015	9000-UX SW MEDIA--DAT		001	1.04
51080	14020	9000-UX 65XX SNMP MODULE		001	51.76
51081	14031	9000-UX EVENT SUPPORT SW		001	93.16
51082	14022	9000-UX 65XX EVT DEF FILE		001	31.05
LOCATION EQUIPMENT TOTAL					192.54
SERVICE					0.00
STATE & LOCAL TAX					11.19
LOCATION TOTAL					203.73
INVOICE EQUIPMENT TOTAL					192.54
SERVICE					0.00
STATE & LOCAL TAX					11.19
INVOICE TOTAL					203.73

PLEASE DIRECT ALL INQUIRIES TO
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000217858

**Manufacturers' Leasing
Services Corp.**
7310 N. 16th Street, Suite 250
Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

LEASE INVOICE

ORDER NUMBER	00415717	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$13,545.30
VENDOR ID-NO		DUE DATE	
PURCHASE ORDER	LEASE R BRAY 6/20/95		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY.	AMOUNT
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ORDER NUMBER: 00415717
CONTRACT NUMBER: 600-0415717-001

ALBUQUERQUE, NM 87107

53312	47302	TOKEN RING 6520	6595890	001	103.39
53313	68632	6500PLUS SAK LINK BACKUP		001	0.00
53314	49248	DSU PORT 1	6582439	001	10.77
53315	49261	V.24 DCE PORT 2		001	0.00
53316	47780	UNIV DUAL V.24 SDB,EXC JA	15234430	001	16.16
53317	47302	TOKEN RING 6520	6595891	001	103.39
53318	68622	6500PLUS SAK BSC3270 OPTM		001	10.77
53319	68632	6500PLUS SAK LINK BACKUP		001	0.00
53320	49248	DSU PORT 1	6584390	001	10.77
53321	49261	V.24 DCE PORT 2		001	0.00
53322	47780	UNIV DUAL V.24 SDB,EXC JA	15234428	001	16.16
53323	47780	UNIV DUAL V.24 SDB,EXC JA	15234427	001	16.16
53324	47780	UNIV DUAL V.24 SDB,EXC JA	15234428	001	16.16
53325	47780	UNIV DUAL V.24 SDB,EXC JA	15234481	001	16.16
53326	47302	TOKEN RING 6520	6599687	001	103.39
53327	68622	6500PLUS SAK BSC3270 OPTM		001	10.77
53328	68632	6500PLUS SAK LINK BACKUP		001	0.00
53329	49248	DSU PORT 1	6586642	001	10.77
53330	49261	V.24 DCE PORT 2		001	0.00
53331	47780	UNIV DUAL V.24 SDB,EXC JA	15234457	001	16.16
53332	47780	UNIV DUAL V.24 SDB,EXC JA	15234458	001	16.16
53333	47780	UNIV DUAL V.24 SDB,EXC JA	15234448	001	16.16
53334	47780	UNIV DUAL V.24 SDB,EXC JA	15234399	001	16.16
53335	47302	TOKEN RING 6520	6585695	001	103.39
53336	68632	6500PLUS SAK LINK BACKUP		001	0.00
53337	49248	DSU PORT 1	6586629	001	10.77
53338	49261	V.24 DCE PORT 2		001	0.00
53339	47780	UNIV DUAL V.24 SDB,EXC JA	15234478	001	16.16
53340	47780	UNIV DUAL V.24 SDB,EXC JA	15234501	001	16.16
53341	47780	UNIV DUAL V.24 SDB,EXC JA	15234512	001	16.16
53342	47302	TOKEN RING 6520	6585781	001	103.39
53343	68632	6500PLUS SAK LINK BACKUP		001	0.00
53344	49248	DSU PORT 1	6585535	001	10.77
53345	49261	V.24 DCE PORT 2		001	0.00
53346	47780	UNIV DUAL V.24 SDB,EXC JA	15214636	001	16.16
53347	47780	UNIV DUAL V.24 SDB,EXC JA	15234455	001	16.16
53348	47780	UNIV DUAL V.24 SDB,EXC JA	15234452	001	16.16
53349	47302	TOKEN RING 6520	6586664	001	103.39
53350	68632	6500PLUS SAK LINK BACKUP		001	0.00
53351	49248	DSU PORT 1	6585527	001	10.77
53352	49261	V.24 DCE PORT 2		001	0.00
53353	47780	UNIV DUAL V.24 SDB,EXC JA	15234528	001	16.16
53354	47780	UNIV DUAL V.24 SDB,EXC JA	15123908	001	16.16
53355	47780	UNIV DUAL V.24 SDB,EXC JA	15234525	001	16.16

PLEASE DIRECT ALL INQUIRIES TO
(CONTINUED) 602-944-4411, ext. 17

000217858

LEASE INVOICE

PAGE: 2

INVOICE NUMBER	8056864
AMOUNT DUE	\$13,545.30

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
53356	47302	TOKEN RING 6520	6595889	001	103.39
53357	68632	6500PLUS SAK LINK BACKUP		001	0.00
53358	49248	DSU PORT 1	6582282	001	10.77
53359	49261	V.24 DCE PORT 2		001	0.00
53360	47780	UNIV DUAL V.24 SDB,EXC JA	15234459	001	16.16
53361	47780	UNIV DUAL V.24 SDB,EXC JA	15234460	001	16.16
53362	47780	UNIV DUAL V.24 SDB,EXC JA	15234464	001	16.16
53363	47302	TOKEN RING 6520	6597783	001	103.39
53364	68632	6500PLUS SAK LINK BACKUP		001	0.00
53365	49248	DSU PORT 1	6582430	001	10.77
53366	49261	V.24 DCE PORT 2		001	0.00
53367	47780	UNIV DUAL V.24 SDB,EXC JA	15234463	001	16.16
53368	47780	UNIV DUAL V.24 SDB,EXC JA	15211080	001	16.16
53369	47780	UNIV DUAL V.24 SDB,EXC JA	15234433	001	16.16
53370	47302	TOKEN RING 6520	6619957	001	103.39
53371	68632	6500PLUS SAK LINK BACKUP		001	0.00
53372	49248	DSU PORT 1	6585520	001	10.77
53373	49261	V.24 DCE PORT 2		001	0.00
53374	47780	UNIV DUAL V.24 SDB,EXC JA	15211078	001	16.16
53375	47780	UNIV DUAL V.24 SDB,EXC JA	15211083	001	16.16
53376	47780	UNIV DUAL V.24 SDB,EXC JA	15211079	001	16.16
53377	47302	TOKEN RING 6520	6619958	001	103.39
53378	68632	6500PLUS SAK LINK BACKUP		001	0.00
53379	49248	DSU PORT 1	6586641	001	10.77
53380	49261	V.24 DCE PORT 2		001	0.00
53381	47780	UNIV DUAL V.24 SDB,EXC JA	15211078	001	16.16
53382	47780	UNIV DUAL V.24 SDB,EXC JA	15211074	001	16.16
53383	47780	UNIV DUAL V.24 SDB,EXC JA	15211077	001	16.16
53384	47302	TOKEN RING 6520	6619959	001	103.39
53385	68632	6500PLUS SAK LINK BACKUP		001	0.00
53386	49248	DSU PORT 1	6584399	001	10.77
53387	49261	V.24 DCE PORT 2		001	0.00
53388	47780	UNIV DUAL V.24 SDB,EXC JA	15211071	001	16.16
53389	47780	UNIV DUAL V.24 SDB,EXC JA	15211075	001	16.16
53390	47780	UNIV DUAL V.24 SDB,EXC JA	15211073	001	16.16
53391	47302	TOKEN RING 6520	6619980	001	103.39
53392	68632	6500PLUS SAK LINK BACKUP		001	0.00
53393	49248	DSU PORT 1	6584383	001	10.77
53394	49261	V.24 DCE PORT 2		001	0.00
53395	47780	UNIV DUAL V.24 SDB,EXC JA	15234446	001	16.16
53396	47780	UNIV DUAL V.24 SDB,EXC JA	15234412	001	16.16
53397	47780	UNIV DUAL V.24 SDB,EXC JA	15234440	001	16.16
53398	47302	TOKEN RING 6520	6619961	001	103.39
53399	68632	6500PLUS SAK LINK BACKUP		001	0.00
53400	49248	DSU PORT 1	6583383	001	10.77
53401	49261	V.24 DCE PORT 2		001	0.00
53402	47780	UNIV DUAL V.24 SDB,EXC JA	15234414	001	16.16
53403	47780	UNIV DUAL V.24 SDB,EXC JA	15234417	001	16.16
53404	47780	UNIV DUAL V.24 SDB,EXC JA	15234420	001	16.16
53405	47302	TOKEN RING 6520	6619962	001	103.39
53406	68632	6500PLUS SAK LINK BACKUP		001	0.00
53407	49248	DSU PORT 1	6585512	001	10.77
53408	49261	V.24 DCE PORT 2		001	0.00
53409	47780	UNIV DUAL V.24 SDB,EXC JA	15234467	001	16.16
53410	47780	UNIV DUAL V.24 SDB,EXC JA	15234359	001	16.16
53411	47780	UNIV DUAL V.24 SDB,EXC JA	15234466	001	16.16
53412	47302	TOKEN RING 6520	6619963	001	103.39
53413	68632	6500PLUS SAK LINK BACKUP		001	0.00
53414	49248	DSU PORT 1	6585511	001	10.77
53415	49261	V.24 DCE PORT 2		001	0.00
53416	47780	UNIV DUAL V.24 SDB,EXC JA	15234413	001	16.16
53417	47780	UNIV DUAL V.24 SDB,EXC JA	15234454	001	16.16
53418	47780	UNIV DUAL V.24 SDB,EXC JA	15234520	001	16.16
53419	17460	65XX/VANGD DOC SET		001	2.15
53420	47302	TOKEN RING 6520	6619994	001	103.39
53421	68622	6500PLUS SAK BSC3270 OPTN		001	10.77

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LEASE INVOICE

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INVOICE NUMBER	8056864
AMOUNT DUE	\$13,545.30

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
53422	88632	6500PLUS SAK LINK BACKUP		001	0.00
53423	49248	DSU PORT 1	6650948	001	10.77
53424	49261	V.24 DCE PORT 2		001	0.00
53425	47780	UNIV DUAL V.24 SDB,EXC JA	15324365	001	16.16
53426	47780	UNIV DUAL V.24 SDB,EXC JA	15324363	001	16.16
53427	47780	UNIV DUAL V.24 SDB,EXC JA	15324323	001	16.16
53428	47780	UNIV DUAL V.24 SDB,EXC JA	15324249	001	16.16
53429	47302	TOKEN RING 6520	6619995	001	103.39
53430	68622	6500PLUS SAK BSC3270 OPTN		001	10.77
53431	68632	6500PLUS SAK LINK BACKUP		001	0.00
53432	49248	DSU PORT 1	6650950	001	10.77
53433	49261	V.24 DCE PORT 2		001	0.00
53434	47780	UNIV DUAL V.24 SDB,EXC JA	15345841	001	16.16
53435	47780	UNIV DUAL V.24 SDB,EXC JA	15324266	001	16.16
53436	47780	UNIV DUAL V.24 SDB,EXC JA	15324274	001	16.16
53437	47780	UNIV DUAL V.24 SDB,EXC JA	15324398	001	16.16
53438	47302	TOKEN RING 6520	6619982	001	103.38
53439	68632	6500PLUS SAK LINK BACKUP		001	0.00
53440	49248	DSU PORT 1	6650914	001	10.77
53441	49261	V.24 DCE PORT 2		001	0.00
53442	47780	UNIV DUAL V.24 SDB,EXC JA	15333629	001	16.16
53443	47780	UNIV DUAL V.24 SDB,EXC JA	15333531	001	16.16
53444	47780	UNIV DUAL V.24 SDB,EXC JA	15333509	001	16.16
53445	47302	TOKEN RING 6520	6619983	001	103.39
53446	68632	6500PLUS SAK LINK BACKUP		001	0.00
53447	49248	DSU PORT 1	6642388	001	10.77
53448	49261	V.24 DCE PORT 2		001	0.00
53449	47780	UNIV DUAL V.24 SDB,EXC JA	15333656	001	16.16
53450	47780	UNIV DUAL V.24 SDB,EXC JA	15333601	001	16.16
53451	47780	UNIV DUAL V.24 SDB,EXC JA	15333663	001	16.16
53452	47302	TOKEN RING 6520	6619984	001	103.39
53453	68632	6500PLUS SAK LINK BACKUP		001	0.00
53454	49248	DSU PORT 1	6642383	001	10.77
53455	49261	V.24 DCE PORT 2		001	0.00
53456	47780	UNIV DUAL V.24 SDB,EXC JA	15333612	001	16.16
53457	47780	UNIV DUAL V.24 SDB,EXC JA	15333596	001	16.16
53458	47780	UNIV DUAL V.24 SDB,EXC JA	15333655	001	16.16
53459	47302	TOKEN RING 6520	6619985	001	103.39
53460	68632	6500PLUS SAK LINK BACKUP		001	0.00
53461	49248	DSU PORT 1	6650898	001	10.77
53462	49261	V.24 DCE PORT 2		001	0.00
53463	47780	UNIV DUAL V.24 SDB,EXC JA	15333576	001	16.16
53464	47780	UNIV DUAL V.24 SDB,EXC JA	15333574	001	16.16
53465	47780	UNIV DUAL V.24 SDB,EXC JA	15333529	001	16.16
53466	47302	TOKEN RING 6520	6619986	001	103.39
53467	68632	6500PLUS SAK LINK BACKUP		001	0.00
53468	49248	DSU PORT 1	6650899	001	10.77
53469	49261	V.24 DCE PORT 2		001	0.00
53470	47780	UNIV DUAL V.24 SDB,EXC JA	15333593	001	16.16
53471	47780	UNIV DUAL V.24 SDB,EXC JA	15333591	001	16.16
53472	47780	UNIV DUAL V.24 SDB,EXC JA	15333592	001	16.16
53473	47302	TOKEN RING 6520	6619987	001	103.39
53474	68632	6500PLUS SAK LINK BACKUP		001	0.00
53475	49248	DSU PORT 1	6650913	001	10.77
53476	49261	V.24 DCE PORT 2		001	0.00
53477	47780	UNIV DUAL V.24 SDB,EXC JA	15333589	001	16.16
53478	47780	UNIV DUAL V.24 SDB,EXC JA	15333584	001	16.16
53479	47780	UNIV DUAL V.24 SDB,EXC JA	15333590	001	16.16
53480	47302	TOKEN RING 6520	6619988	001	103.39
53481	68632	6500PLUS SAK LINK BACKUP		001	0.00
53482	49248	DSU PORT 1	6650911	001	10.77
53483	49261	V.24 DCE PORT 2		001	0.00
53484	47780	UNIV DUAL V.24 SDB,EXC JA	15333568	001	16.16
53485	47780	UNIV DUAL V.24 SDB,EXC JA	15333604	001	16.16
53486	47780	UNIV DUAL V.24 SDB,EXC JA	15333587	001	16.16
53487	47302	TOKEN RING 6520	6619989	001	103.39

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LEASE INVOICE

INVOICE NUMBER	8056864
AMOUNT DUE	\$13,545.30

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
53488	68632	6500PLUS SAK LINK BACKUP		001	0.00
53489	49248	DSU PORT 1	6650900	001	10.77
53490	49261	V.24 DCE PORT 2		001	0.00
53491	47780	UNIV DUAL V.24 SDB,EXC JA	15333622	001	18.16
53492	47780	UNIV DUAL V.24 SDB,EXC JA	15333636	001	16.16
53493	47780	UNIV DUAL V.24 SDB,EXC JA	15333507	001	16.16
53494	47302	TOKEN RING 6520	6638355	001	103.39
53495	68632	6500PLUS SAK LINK BACKUP		001	0.00
53496	49248	DSU PORT 1	6642386	001	10.77
53497	49261	V.24 DCE PORT 2		001	0.00
53498	47780	UNIV DUAL V.24 SDB,EXC JA	15333649	001	16.16
53499	47780	UNIV DUAL V.24 SDB,EXC JA	15333515	001	16.16
53500	47780	UNIV DUAL V.24 SDB,EXC JA	15333530	001	16.16
53501	47302	TOKEN RING 6520	6638356	001	103.39
53502	68632	6500PLUS SAK LINK BACKUP		001	0.00
53503	49248	DSU PORT 1	6650916	001	10.77
53504	49261	V.24 DCE PORT 2		001	0.00
53505	47780	UNIV DUAL V.24 SDB,EXC JA	15333657	001	16.16
53506	47780	UNIV DUAL V.24 SDB,EXC JA	15333614	001	16.16
53507	47780	UNIV DUAL V.24 SDB,EXC JA	15333660	001	16.16
53508	47302	TOKEN RING 6520	6638357	001	103.39
53509	68632	6500PLUS SAK LINK BACKUP		001	0.00
53510	49248	DSU PORT 1	6650915	001	10.77
53511	49261	V.24 DCE PORT 2		001	0.00
53512	47780	UNIV DUAL V.24 SDB,EXC JA	15333645	001	16.16
53513	47780	UNIV DUAL V.24 SDB,EXC JA	15333658	001	16.16
53514	47780	UNIV DUAL V.24 SDB,EXC JA	15333659	001	16.16
53515	47302	TOKEN RING 6520	6650918	001	103.39
53516	68632	6500PLUS SAK LINK BACKUP		001	0.00
53517	49248	DSU PORT 1	6650912	001	10.77
53518	49261	V.24 DCE PORT 2		001	0.00
53519	47780	UNIV DUAL V.24 SDB,EXC JA	15333633	001	16.16
53520	47780	UNIV DUAL V.24 SDB,EXC JA	15333648	001	16.16
53521	47780	UNIV DUAL V.24 SDB,EXC JA	15333644	001	16.16
53522	47302	TOKEN RING 6520	6650919	001	103.39
53523	68632	6500PLUS SAK LINK BACKUP		001	0.00
53524	49248	DSU PORT 1	6650906	001	10.77
53525	49261	V.24 DCE PORT 2		001	0.00
53526	47780	UNIV DUAL V.24 SDB,EXC JA	15333508	001	16.16
53527	47780	UNIV DUAL V.24 SDB,EXC JA	15333653	001	16.16
53528	47780	UNIV DUAL V.24 SDB,EXC JA	15333511	001	16.16
53529	47302	TOKEN RING 6520	6678500	001	103.39
53530	68622	6500PLUS SAK BSC3270 OPTN		001	10.77
53531	68632	6500PLUS SAK LINK BACKUP		001	0.00
53532	49248	DSU PORT 1	6679460	001	10.77
53533	49261	V.24 DCE PORT 2		001	0.00
53534	47780	UNIV DUAL V.24 SDB,EXC JA	15383164	001	16.16
53535	47780	UNIV DUAL V.24 SDB,EXC JA	15383196	001	16.16
53536	47780	UNIV DUAL V.24 SDB,EXC JA	15383205	001	16.16
53537	47780	UNIV DUAL V.24 SDB,EXC JA	15383204	001	16.16
53538	47302	TOKEN RING 6520	6678501	001	103.39
53539	68622	6500PLUS SAK BSC3270 OPTN		001	10.77
53540	68632	6500PLUS SAK LINK BACKUP		001	0.00
53541	49248	DSU PORT 1	6679465	001	10.77
53542	49261	V.24 DCE PORT 2		001	0.00
53543	47780	UNIV DUAL V.24 SDB,EXC JA	15383237	001	16.16
53544	47780	UNIV DUAL V.24 SDB,EXC JA	15383239	001	16.16
53545	47780	UNIV DUAL V.24 SDB,EXC JA	15383236	001	16.16
53546	47780	UNIV DUAL V.24 SDB,EXC JA	15383233	001	16.16
53547	47302	TOKEN RING 6520	6677758	001	103.39
53548	68632	6500PLUS SAK LINK BACKUP		001	0.00
53549	49248	DSU PORT 1	6679458	001	10.77
53550	49261	V.24 DCE PORT 2		001	0.00
53551	47780	UNIV DUAL V.24 SDB,EXC JA	15383232	001	16.16
53552	47780	UNIV DUAL V.24 SDB,EXC JA	15383208	001	16.16
53553	47780	UNIV DUAL V.24 SDB,EXC JA	15383234	001	16.16

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INVOICE NUMBER	8056864
AMOUNT DUE	\$13,545.30

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
53554	47302	TOKEN RING 6520	6677759	001	103.39
53555	68632	6500PLUS SAK LINK BACKUP		001	0.00
53556	49248	DSU PORT 1	6679459	001	10.77
53557	49261	V.24 DCE PORT 2		001	0.00
53558	47780	UNIV DUAL V.24 SDB,EXC JA	15383187	001	16.16
53559	47780	UNIV DUAL V.24 SDB,EXC JA	15383186	001	16.16
53560	47780	UNIV DUAL V.24 SDB,EXC JA	15383188	001	16.16
53561	47302	TOKEN RING 6520	6677760	001	103.39
53562	68632	6500PLUS SAK LINK BACKUP		001	0.00
53563	49248	DSU PORT 1	6679467	001	10.77
53564	49261	V.24 DCE PORT 2		001	0.00
53565	47780	UNIV DUAL V.24 SDB,EXC JA	15383198	001	16.16
53566	47780	UNIV DUAL V.24 SDB,EXC JA	15383199	001	16.16
53567	47780	UNIV DUAL V.24 SDB,EXC JA	15383197	001	16.16
53568	47302	TOKEN RING 6520	6677761	001	103.39
53569	68632	6500PLUS SAK LINK BACKUP		001	0.00
53570	49248	DSU PORT 1	6679466	001	10.77
53571	49261	V.24 DCE PORT 2		001	0.00
53572	47780	UNIV DUAL V.24 SDB,EXC JA	15383195	001	16.16
53573	47780	UNIV DUAL V.24 SDB,EXC JA	15383194	001	16.16
53574	47780	UNIV DUAL V.24 SDB,EXC JA	15383193	001	16.16
53575	47302	TOKEN RING 6520	6678502	001	103.39
53576	68632	6500PLUS SAK LINK BACKUP		001	0.00
53577	49248	DSU PORT 1	6679461	001	10.77
53578	49261	V.24 DCE PORT 2		001	0.00
53579	47780	UNIV DUAL V.24 SDB,EXC JA	15383240	001	16.16
53580	47780	UNIV DUAL V.24 SDB,EXC JA	15383238	001	16.16
53581	47780	UNIV DUAL V.24 SDB,EXC JA	15383241	001	16.16
53582	47302	TOKEN RING 6520	6678503	001	103.39
53583	68632	6500PLUS SAK LINK BACKUP		001	0.00
53584	49248	DSU PORT 1	6679462	001	10.77
53585	49261	V.24 DCE PORT 2		001	0.00
53586	47780	UNIV DUAL V.24 SDB,EXC JA	15383235	001	16.16
53587	47780	UNIV DUAL V.24 SDB,EXC JA	15383230	001	16.16
53588	47780	UNIV DUAL V.24 SDB,EXC JA	15383231	001	16.16
53589	47302	TOKEN RING 6520	6678504	001	103.39
53590	68632	6500PLUS SAK LINK BACKUP		001	0.00
53591	49248	DSU PORT 1	6679463	001	10.77
53592	49261	V.24 DCE PORT 2		001	0.00
53593	47780	UNIV DUAL V.24 SDB,EXC JA	15371638	001	16.16
53594	47780	UNIV DUAL V.24 SDB,EXC JA	15371605	001	16.16
53595	47780	UNIV DUAL V.24 SDB,EXC JA	15371669	001	16.16
53596	47302	TOKEN RING 6520	6678506	001	103.39
53597	68632	6500PLUS SAK LINK BACKUP		001	0.00
53598	49248	DSU PORT 1	6676575	001	10.77
53599	49261	V.24 DCE PORT 2		001	0.00
53600	47780	UNIV DUAL V.24 SDB,EXC JA	15371594	001	16.16
53601	47780	UNIV DUAL V.24 SDB,EXC JA	15359044	001	16.16
53602	47780	UNIV DUAL V.24 SDB,EXC JA	15371595	001	16.16
53603	47302	TOKEN RING 6520	6678607	001	103.39
53604	68632	6500PLUS SAK LINK BACKUP		001	0.00
53605	49248	DSU PORT 1	6667628	001	10.77
53606	49261	V.24 DCE PORT 2		001	0.00
53607	47780	UNIV DUAL V.24 SDB,EXC JA	15359058	001	16.16
53608	47780	UNIV DUAL V.24 SDB,EXC JA	15359091	001	16.16
53609	47780	UNIV DUAL V.24 SDB,EXC JA	15359041	001	16.16
53610	47302	TOKEN RING 6520	6679549	001	103.39
53611	68632	6500PLUS SAK LINK BACKUP		001	0.00
53612	49248	DSU PORT 1	6679464	001	10.77
53613	49261	V.24 DCE PORT 2		001	0.00
53614	47780	UNIV DUAL V.24 SDB,EXC JA	15371704	001	16.16
53615	47780	UNIV DUAL V.24 SDB,EXC JA	15371703	001	16.16
53616	47780	UNIV DUAL V.24 SDB,EXC JA	15371646	001	16.16
53617	47302	TOKEN RING 6520	6679550	001	103.39
53618	68632	6500PLUS SAK LINK BACKUP		001	0.00
53619	49248	DSU PORT 1	6676577	001	10.77

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LEASE INVOICE

INVOICE NUMBER	8056864
AMOUNT DUE	\$13,545.30

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
53620	49261	V.24 DCE PORT 2		001	0.00
53621	47780	UNIV DUAL V.24 SDB,EXC JA	15371654	001	16.16
53622	47780	UNIV DUAL V.24 SDB,EXC JA	15371648	001	16.16
53623	47780	UNIV DUAL V.24 SDB,EXC JA	15371650	001	16.16
53624	47302	TOKEN RING 6520	6679551	001	103.39
53625	88632	6500PLUS SAK LINK BACKUP		001	0.00
53626	49248	DSU PORT 1	6679470	001	10.77
53627	49261	V.24 DCE PORT 2		001	0.00
53628	47780	UNIV DUAL V.24 SDB,EXC JA	15371655	001	16.16
53629	47780	UNIV DUAL V.24 SDB,EXC JA	15371652	001	16.16
53630	47780	UNIV DUAL V.24 SDB,EXC JA	15371653	001	16.16
53631	47302	TOKEN RING 6520	6679543	001	103.39
53632	68632	6500PLUS SAK LINK BACKUP		001	0.00
53633	49240	V.24 DTE PORT 1		001	0.00
53634	49261	V.24 DCE PORT 2		001	0.00
53635	47302	TOKEN RING 6520	6689259	001	103.39
53636	68622	6500PLUS SAK BSC3270 OPTN		001	10.77
53637	68632	6500PLUS SAK LINK BACKUP		001	0.00
53638	49248	DSU PORT 1	6582423	001	10.77
53639	49261	V.24 DCE PORT 2		001	0.00
53640	47780	UNIV DUAL V.24 SDB,EXC JA	15389348	001	16.16
53641	47780	UNIV DUAL V.24 SDB,EXC JA	15389357	001	16.16
53642	47780	UNIV DUAL V.24 SDB,EXC JA	15389355	001	16.16
53643	47780	UNIV DUAL V.24 SDB,EXC JA	15389350	001	16.16
53644	47302	TOKEN RING 6520	6689260	001	103.39
53645	68622	6500PLUS SAK BSC3270 OPTN		001	10.77
53646	68632	6500PLUS SAK LINK BACKUP		001	0.00
53647	49248	DSU PORT 1	6585532	001	10.77
53648	49261	V.24 DCE PORT 2		001	0.00
53649	47780	UNIV DUAL V.24 SDB,EXC JA	15389347	001	16.16
53650	47780	UNIV DUAL V.24 SDB,EXC JA	15389353	001	16.16
53651	47780	UNIV DUAL V.24 SDB,EXC JA	15389352	001	16.16
53652	47780	UNIV DUAL V.24 SDB,EXC JA	15389354	001	16.16
53653	47302	TOKEN RING 6520	6692374	001	103.39
53654	88632	6500PLUS SAK LINK BACKUP		001	0.00
53655	49248	DSU PORT 1	6695130	001	10.77
53656	49261	V.24 DCE PORT 2		001	0.00
53657	47780	UNIV DUAL V.24 SDB,EXC JA	15407477	001	16.16
53658	47780	UNIV DUAL V.24 SDB,EXC JA	15407476	001	16.16
53659	47780	UNIV DUAL V.24 SDB,EXC JA	15407478	001	16.16
53660	47302	TOKEN RING 6520	6692375	001	103.39
53661	68632	6500PLUS SAK LINK BACKUP		001	0.00
53662	49248	DSU PORT 1	6686897	001	10.77
53663	49261	V.24 DCE PORT 2		001	0.00
53664	47780	UNIV DUAL V.24 SDB,EXC JA	15407474	001	16.16
53665	47780	UNIV DUAL V.24 SDB,EXC JA	15407473	001	16.16
53666	47780	UNIV DUAL V.24 SDB,EXC JA	15407812	001	16.16
53667	47302	TOKEN RING 6520	6698304	001	103.39
53668	88632	6500PLUS SAK LINK BACKUP		001	0.00
53669	49248	DSU PORT 1	6686890	001	10.77
53670	49261	V.24 DCE PORT 2		001	0.00
53671	47780	UNIV DUAL V.24 SDB,EXC JA	15407609	001	16.16
53672	47780	UNIV DUAL V.24 SDB,EXC JA	15407611	001	16.16
53673	47780	UNIV DUAL V.24 SDB,EXC JA	15407610	001	16.16
53674	47302	TOKEN RING 6520	6698305	001	103.39
53675	88632	6500PLUS SAK LINK BACKUP		001	0.00
53676	49248	DSU PORT 1	6686894	001	10.77
53677	49261	V.24 DCE PORT 2		001	0.00
53678	47780	UNIV DUAL V.24 SDB,EXC JA	15407493	001	16.16
53679	47780	UNIV DUAL V.24 SDB,EXC JA	15407492	001	16.16
53680	47780	UNIV DUAL V.24 SDB,EXC JA	15407451	001	16.16
53681	47302	TOKEN RING 6520	6698306	001	103.39
53682	68632	6500PLUS SAK LINK BACKUP		001	0.00
53683	49248	DSU PORT 1	6686896	001	10.77
53684	49261	V.24 DCE PORT 2		001	0.00
53685	47780	UNIV DUAL V.24 SDB,EXC JA	15407479	001	16.16

LEASE INVOICE

PAGE: 7

INVOICE NUMBER	8056864
AMOUNT DUE	\$13,545.30

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
53686	47780	UNIV DUAL V.24 SDB,EXC JA	15407491	001	18.18
53687	47780	UNIV DUAL V.24 SDB,EXC JA	15407481	001	18.18
53688	47302	TOKEN RING 8520	6698307	001	103.39
53689	68632	6500PLUS SAK LINK BACKUP		001	0.00
53690	49248	DSU PORT 1	6686893	001	10.77
53691	49261	V.24 DCE PORT 2		001	0.00
53692	47780	UNIV DUAL V.24 SDB,EXC JA	15407496	001	18.18
53693	47780	UNIV DUAL V.24 SDB,EXC JA	15407458	001	18.18
53694	47780	UNIV DUAL V.24 SDB,EXC JA	15407573	001	18.18
53695	47302	TOKEN RING 8520	6698308	001	103.39
53696	68632	6500PLUS SAK LINK BACKUP		001	0.00
53697	49248	DSU PORT 1	6686888	001	10.77
53698	49261	V.24 DCE PORT 2		001	0.00
53699	47780	UNIV DUAL V.24 SDB,EXC JA	15407590	001	18.18
53700	47780	UNIV DUAL V.24 SDB,EXC JA	15407594	001	18.18
53701	47780	UNIV DUAL V.24 SDB,EXC JA	15407589	001	18.18
53702	47302	TOKEN RING 8520	6698309	001	103.39
53703	68632	6500PLUS SAK LINK BACKUP		001	0.00
53704	49248	DSU PORT 1	6695129	001	10.77
53705	49261	V.24 DCE PORT 2		001	0.00
53706	47780	UNIV DUAL V.24 SDB,EXC JA	15407587	001	18.18
53707	47780	UNIV DUAL V.24 SDB,EXC JA	15407588	001	18.18
53708	47780	UNIV DUAL V.24 SDB,EXC JA	15407591	001	18.18
53709	47302	TOKEN RING 8520	6698310	001	103.39
53710	68632	6500PLUS SAK LINK BACKUP		001	0.00
53711	49248	DSU PORT 1	6686901	001	10.77
53712	49261	V.24 DCE PORT 2		001	0.00
53713	47780	UNIV DUAL V.24 SDB,EXC JA	15407677	001	18.18
53714	47780	UNIV DUAL V.24 SDB,EXC JA	15407603	001	18.18
53715	47780	UNIV DUAL V.24 SDB,EXC JA	15407754	001	18.18
53716	47302	TOKEN RING 8520	6698311	001	103.39
53717	68632	6500PLUS SAK LINK BACKUP		001	0.00
53718	49248	DSU PORT 1	6686895	001	10.77
53719	49261	V.24 DCE PORT 2		001	0.00
53720	47780	UNIV DUAL V.24 SDB,EXC JA	15407738	001	18.18
53721	47780	UNIV DUAL V.24 SDB,EXC JA	15407738	001	18.18
53722	47780	UNIV DUAL V.24 SDB,EXC JA	15407735	001	18.18
53723	47302	TOKEN RING 8520	6698312	001	103.39
53724	68632	6500PLUS SAK LINK BACKUP		001	0.00
53725	49248	DSU PORT 1	6684101	001	10.77
53726	49261	V.24 DCE PORT 2		001	0.00
53727	47780	UNIV DUAL V.24 SDB,EXC JA	15407641	001	18.18
53728	47780	UNIV DUAL V.24 SDB,EXC JA	15407730	001	18.18
53729	47780	UNIV DUAL V.24 SDB,EXC JA	15407498	001	18.18
53730	47302	TOKEN RING 8520	6698313	001	103.39
53731	68632	6500PLUS SAK LINK BACKUP		001	0.00
53732	49248	DSU PORT 1	6686887	001	10.77
53733	49261	V.24 DCE PORT 2		001	0.00
53734	47780	UNIV DUAL V.24 SDB,EXC JA	15407678	001	18.18
53735	47780	UNIV DUAL V.24 SDB,EXC JA	15407519	001	18.18
53736	47780	UNIV DUAL V.24 SDB,EXC JA	15407676	001	18.18
53737	47302	TOKEN RING 8520	6698410	001	103.39
53738	68632	6500PLUS SAK LINK BACKUP		001	0.00
53739	49248	DSU PORT 1	6686903	001	10.77
53740	49261	V.24 DCE PORT 2		001	0.00
53741	47780	UNIV DUAL V.24 SDB,EXC JA	15407723	001	18.18
53742	47780	UNIV DUAL V.24 SDB,EXC JA	15407726	001	18.18
53743	47780	UNIV DUAL V.24 SDB,EXC JA	15407674	001	18.18
53744	47302	TOKEN RING 8520	6698261	001	103.39
53745	68632	6500PLUS SAK LINK BACKUP		001	0.00
53746	49248	DSU PORT 1	6582437	001	10.77
53747	49261	V.24 DCE PORT 2		001	0.00
53748	47780	UNIV DUAL V.24 SDB,EXC JA	15407498	001	18.18
53749	47302	TOKEN RING 8520	6698500	001	103.39
53750	68622	6500PLUS SAK BSC3270 OPTN		001	10.77
53751	68632	6500PLUS SAK LINK BACKUP		001	0.00

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(CONTINUED ON NEXT PAGE)

000217858

LEASE INVOICE

INVOICE NUMBER	8056864
AMOUNT DUE	\$13,545.30

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO.	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
53752	49248	DSU PORT 1		001	10.77
53753	49261	V.24 DCE PORT 2		001	0.00
53754	47780	UNIV DUAL V.24 SDB.EXC JA	15400889	001	16.16
53755	47780	UNIV DUAL V.24 SDB.EXC JA	15400908	001	16.16
53758	47780	UNIV DUAL V.24 SDB.EXC JA	15400888	001	16.16
53757	47780	UNIV DUAL V.24 SDB.EXC JA	15400887	001	16.16
53758	47302	TOKEN RING 6520	6689501	001	103.39
53759	88622	6500PLUS SAK BSC3270 OPTM		001	10.77
53760	88632	6500PLUS SAK LINK BACKUP		001	0.00
53761	49248	DSU PORT 1		001	10.77
53762	49261	V.24 DCE PORT 2		001	0.00
53763	47780	UNIV DUAL V.24 SDB.EXC JA	15400874	001	16.16
53764	47780	UNIV DUAL V.24 SDB.EXC JA	15400968	001	16.16
53765	47780	UNIV DUAL V.24 SDB.EXC JA	15400865	001	16.16
53766	47780	UNIV DUAL V.24 SDB.EXC JA	15400852	001	16.16
53767	47302	TOKEN RING 6520	6689504	001	103.39
53768	88632	6500PLUS SAK LINK BACKUP		001	0.00
53769	49248	DSU PORT 1	6694218	001	10.77
53770	49261	V.24 DCE PORT 2		001	0.00
53771	47780	UNIV DUAL V.24 SDB.EXC JA	15407722	001	16.16
53772	47780	UNIV DUAL V.24 SDB.EXC JA	15407537	001	16.16
53773	47780	UNIV DUAL V.24 SDB.EXC JA	15324361	001	16.16
53774	47302	TOKEN RING 6520	6698411	001	103.39
53775	88632	6500PLUS SAK LINK BACKUP		001	0.00
53776	49248	DSU PORT 1	6688900	001	10.77
53777	49261	V.24 DCE PORT 2		001	0.00
53778	47780	UNIV DUAL V.24 SDB.EXC JA	15407501	001	16.16
53779	47780	UNIV DUAL V.24 SDB.EXC JA	15407683	001	16.16
53780	47780	UNIV DUAL V.24 SDB.EXC JA	15407506	001	16.16
53781	47302	TOKEN RING 6520	6698412	001	103.39
53782	88632	6500PLUS SAK LINK BACKUP		001	0.00
53783	49248	DSU PORT 1	6688898	001	10.77
53784	49261	V.24 DCE PORT 2		001	0.00
53785	47780	UNIV DUAL V.24 SDB.EXC JA	15407520	001	16.16
53786	47780	UNIV DUAL V.24 SDB.EXC JA	15407502	001	16.16
53787	47780	UNIV DUAL V.24 SDB.EXC JA	15407503	001	16.16
53788	47302	TOKEN RING 6520	6698413	001	103.39
53789	88632	6500PLUS SAK LINK BACKUP		001	0.00
53790	49248	DSU PORT 1	6677340	001	10.77
53791	49261	V.24 DCE PORT 2		001	0.00
53792	47780	UNIV DUAL V.24 SDB.EXC JA	15407718	001	16.16
53793	47780	UNIV DUAL V.24 SDB.EXC JA	15407673	001	16.16
53794	47780	UNIV DUAL V.24 SDB.EXC JA	15407714	001	16.16
53795	47302	TOKEN RING 6520	6698414	001	103.39
53796	88632	6500PLUS SAK LINK BACKUP		001	0.00
53797	49248	DSU PORT 1	6694213	001	10.77
53798	49261	V.24 DCE PORT 2		001	0.00
53799	47780	UNIV DUAL V.24 SDB.EXC JA	15400970	001	16.16
53800	47780	UNIV DUAL V.24 SDB.EXC JA	15407685	001	16.16
53801	47780	UNIV DUAL V.24 SDB.EXC JA	15407694	001	16.16
53802	47302	TOKEN RING 6520	6698819	001	103.39
53803	88632	6500PLUS SAK LINK BACKUP		001	0.00
53804	49248	DSU PORT 1		001	10.77
53805	49261	V.24 DCE PORT 2		001	0.00
53806	47780	UNIV DUAL V.24 SDB.EXC JA	15407504	001	16.16
53807	47780	UNIV DUAL V.24 SDB.EXC JA	15407505	001	16.16
53808	47780	UNIV DUAL V.24 SDB.EXC JA	15407516	001	16.16
53809	47302	TOKEN RING 6520	6698620	001	103.39
53810	88632	6500PLUS SAK LINK BACKUP		001	0.00
53811	49248	DSU PORT 1	6694220	001	10.77
53812	49261	V.24 DCE PORT 2		001	0.00
53813	47780	UNIV DUAL V.24 SDB.EXC JA	15407542	001	16.16
53814	47780	UNIV DUAL V.24 SDB.EXC JA	15407535	001	16.16
53815	47780	UNIV DUAL V.24 SDB.EXC JA	15407539	001	16.16
53818	47302	TOKEN RING 6520	6698621	001	103.39
53817	88632	6500PLUS SAK LINK BACKUP		001	0.00

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00419456	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$45.08
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LEASE S STRICKLAND 7/21/95		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00419456
CONTRACT NUMBER: 600-0419456-001

ALBUQUERQUE, NM 87107

54385	40370	3260 MGD MODEM	6600489	001	14.20
54386	40370	3260 MGD MODEM	6600490	001	14.20
54387	40370	3260 MGD MODEM	6600491	001	14.20
LOCATION EQUIPMENT TOTAL					42.60
SERVICE					0.00
STATE & LOCAL TAX					2.48
LOCATION TOTAL					45.08
INVOICE EQUIPMENT TOTAL					42.60
SERVICE					0.00
STATE & LOCAL TAX					2.48
INVOICE TOTAL					45.08

PLEASE DIRECT ALL INQUIRIES TO
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**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

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FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00450799	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$26.18
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LA 1/26/96 S STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00450799
CONTRACT NUMBER: 800-0450799-001

ALBUQUERQUE, NM 87107

60083	64965036	T1-ESF-CSU RM16M S/A *	8603416	001	24.75
				LOCATION EQUIPMENT TOTAL	24.75
				SERVICE	0.00
				STATE & LOCAL TAX	1.43
				LOCATION TOTAL	26.18
				INVOICE EQUIPMENT TOTAL	24.75
				SERVICE	0.00
				STATE & LOCAL TAX	1.43
				INVOICE TOTAL	26.18

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Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

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FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00469103	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$4.70
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	LA 5/14/96 S STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00469103
CONTRACT NUMBER: 600-0469103-001

ALBUQUERQUE, NM 87107

64743	68643	6500 PLUS 2MB MEMORY MOD.		001	2.22
64744	68643	6500 PLUS 2MB MEMORY MOD.		001	2.22
LOCATION EQUIPMENT TOTAL					4.44
SERVICE					0.00
STATE & LOCAL TAX					0.26
LOCATION TOTAL					4.70
INVOICE EQUIPMENT TOTAL					4.44
SERVICE					0.00
STATE & LOCAL TAX					0.26
INVOICE TOTAL					4.70

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**Manufacturers' Leasing
Services Corp.**

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Phoenix, AZ 85020

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ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT:

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00491228	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$73.60
VENDOR ID NO.		DUE DATE	
PURCHASE ORDER	L80 9/16/96 S STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00491228
CONTRACT NUMBER: 600-0491228-001

ALBUQUERQUE, NM 87107

71749	40372	3262 MGD DUAL MODEM CD	6587178	001	20.08
71750	42602	3262 V.34 US	6925490	001	23.44
71751	40370	3260 MGD MODEM	6880768	001	13.02
71752	40370	3280 MGD MODEM	6880769	001	13.02

LOCATION EQUIPMENT TOTAL	69.56
SERVICE	0.00
STATE & LOCAL TAX	4.04
LOCATION TOTAL	73.60
INVOICE EQUIPMENT TOTAL	69.56
SERVICE	0.00
STATE & LOCAL TAX	4.04
INVOICE TOTAL	73.60

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Services Corp.**

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Phoenix, AZ 85020
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BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

ORDER NUMBER	00517085	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$68.29
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L60 2/21/97 S STRICKLAND A		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00517085
CONTRACT NUMBER: 600-0517085-001

ALBUQUERQUE, NM 87107

79108	17601	RACKMT_S/A_RED_PWR_SPARE		001	32.27
79107	17601	RACKMT_S/A_RED_PWR_SPARE		001	32.27
LOCATION EQUIPMENT TOTAL					64.54
SERVICE					0.00
STATE & LOCAL TAX					3.75
LOCATION TOTAL					68.29
INVOICE EQUIPMENT TOTAL					64.54
SERVICE					0.00
STATE & LOCAL TAX					3.75
INVOICE TOTAL					68.29

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**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

602-944-4411 PH. / 602-944-4417 FAX

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BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00517106	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$631.53
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L80 2/21/97 S STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00517106
CONTRACT NUMBER: 800-0517106-001

ALBUQUERQUE, NM 87107

79108	17361	8560 RACK MOUNT BASE UNIT	7103187	001	98.95
79109	17251	4MEG SIMM UPGRADE		001	4.04
79110	49241	V.24 DCE PORT 1		001	0.00
79111	49267	V. 36 DCE PORT 2		001	0.00
79112	17374	8560 LOCAL ENHANCED DRAM		001	5.65
79113	17374	8560 LOCAL ENHANCED DRAM		001	5.65
79114	47780	UNIV DUAL V.24 SDB,EXC JA	16201803	001	9.69
79115	47780	UNIV DUAL V.24 SDB,EXC JA	16201777	001	9.69
79116	17225	POWER CORD-NEMA 5-15		001	0.40
79117	17273	SERVER CARD	16212326	001	24.23
79118	17273	SERVER CARD	16212322	001	24.23
79119	17273	SERVER CARD	16212328	001	24.23
79120	17361	8560 RACK MOUNT BASE UNIT	7103145	001	98.95
79121	49241	V.24 DCE PORT 1		001	0.00
79122	49267	V. 36 DCE PORT 2		001	0.00
79123	17251	4MEG SIMM UPGRADE		001	4.04
79124	17374	8560 LOCAL ENHANCED DRAM		001	5.65
79125	17374	8560 LOCAL ENHANCED DRAM		001	5.65
79126	17225	POWER CORD-NEMA 5-15		001	0.40
79127	47780	UNIV DUAL V.24 SDB,EXC JA	16201606	001	9.69
79128	47780	UNIV DUAL V.24 SDB,EXC JA	16201794	001	9.69
79129	47780	UNIV DUAL V.24 SDB,EXC JA	16201826	001	9.69
79130	47780	UNIV DUAL V.24 SDB,EXC JA	16213808	001	9.69
79131	47780	UNIV DUAL V.24 SDB,EXC JA	16201608	001	9.69
79132	47780	UNIV DUAL V.24 SDB,EXC JA	16201683	001	9.69
79133	47780	UNIV DUAL V.24 SDB,EXC JA	16201804	001	9.69
79134	47780	UNIV DUAL V.24 SDB,EXC JA	16201625	001	9.69
79135	17361	8560 RACK MOUNT BASE UNIT	7103146	001	98.95
79136	17225	POWER CORD-NEMA 5-15		001	0.40
79137	17251	4MEG SIMM UPGRADE		001	4.04
79138	17235	TRLAN OPTION CARD	16207266	001	15.35
79139	17374	8560 LOCAL ENHANCED DRAM		001	5.65
79140	17374	8560 LOCAL ENHANCED DRAM		001	5.65
79141	49241	V.24 DCE PORT 1		001	0.00
79142	49267	V. 36 DCE PORT 2		001	0.00
79143	47780	UNIV DUAL V.24 SDB,EXC JA	16213834	001	9.69
79144	47780	UNIV DUAL V.24 SDB,EXC JA	16213826	001	9.69
79145	47780	UNIV DUAL V.24 SDB,EXC JA	16213831	001	9.69
79146	47780	UNIV DUAL V.24 SDB,EXC JA	16213810	001	9.69
79147	47780	UNIV DUAL V.24 SDB,EXC JA	16213832	001	9.69
79148	47780	UNIV DUAL V.24 SDB,EXC JA	16213811	001	9.69
79149	47780	UNIV DUAL V.24 SDB,EXC JA	16201623	001	9.69

LOCATION EQUIPMENT TOTAL

596.84

PLEASE DIRECT ALL INQUIRIES TO 1
(CONTINUED) 602-944-4411, ext. 17

000217858

LEASE INVOICE

PAGE: 2

INVOICE NUMBER	8056870
AMOUNT DUE	\$631.53

BILL TO: 29289 FURR'S SUPERMARKETS, INC

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
			SERVICE		0.00
			STATE & LOCAL TAX		34.69
			LOCATION TOTAL		631.53
			INVOICE EQUIPMENT TOTAL		596.84
			SERVICE		0.00
			STATE & LOCAL TAX		34.69
			INVOICE TOTAL		631.53

**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020

602-944-4411 PH. / 602-944-4417 FAX

Please remit to above

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

LEASE INVOICE

PAGE: 1

ORDER NUMBER	00527043	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$36.75
VENDOR ID NO		DUE DATE	
PURCHASE ORDER	L60 4/23/976 S STRICKLAND		

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00527043
CONTRACT NUMBER: 600-0527043-001

ALBUQUERQUE, NM 87107

81057	17271	8520 FXS VOICE CD	16292537	001	24.23
81058	17251	4MEG SIMM UPGRADE		001	4.04
81059	17276	BATTERY/RINGER POWER SUPP	16313435	001	6.46
LOCATION EQUIPMENT TOTAL					34.73
SERVICE					0.00
STATE & LOCAL TAX					2.02
LOCATION TOTAL					36.75
INVOICE EQUIPMENT TOTAL					34.73
SERVICE					0.00
STATE & LOCAL TAX					2.02
INVOICE TOTAL					36.75

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Services Corp.**

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Phoenix, AZ 85020
602-944-4411 PH. / 602-944-4417 FAX

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ORDER NUMBER	00532469	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$39.99
VENDOR ID-NO		DUE DATE	
PURCHASE ORDER	L60 6/2/97 S STRICKLAND		

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00532489
CONTRACT NUMBER: 600-0532489-001

ALBUQUERQUE, NM 87107

82212	48388	3512 STANDALONE BASE UNIT	7125787	001	12.80
82213	48388	3512 STANDALONE BASE UNIT	7125768	001	12.80
82214	48388	3512 STANDALONE BASE UNIT	7125769	001	12.80
LOCATION EQUIPMENT TOTAL					37.80
SERVICE					0.00
STATE & LOCAL TAX					2.19
LOCATION TOTAL					39.99
INVOICE EQUIPMENT TOTAL					37.80
SERVICE					0.00
STATE & LOCAL TAX					2.19
INVOICE TOTAL					39.99

PLEASE DIRECT ALL INQUIRIES TO:
(LAST PA) 602-944-4411, ext. 17

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**Manufacturers' Leasing
Services Corp.**

7310 N. 16th Street, Suite 250
Phoenix, AZ 85020
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PAGE: 1

ORDER NUMBER	00544283	INVOICE NUMBER	
SALES TERRITORY		INVOICE DATE	
PAYMENT TERMS	FIRST OF THE MONTH	AMOUNT DUE	\$18.81
VENDOR ID-NO		DUE DATE	
PURCHASE ORDER	L60 8/11/97 S STRICKLAND		

BILL TO: 29289
ATTENTION: JEAN DROLLINGER
FURR'S SUPERMARKETS, INC
PO BOX 10267
ALBUQUERQUE, NM 87184

CONTACT: STEVE STRICKLAND

LINE NO	ITEM NUMBER	DESCRIPTION	SERIAL NO	QTY	AMOUNT
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ORDER NUMBER: 00544283
CONTRACT NUMBER: 600-0544283-001

ALBUQUERQUE, NM 87107

85269	17249	4 MB FLASH	18520097	001	8.89
85270	17249	4 MB FLASH	16520101	001	8.89
LOCATION EQUIPMENT TOTAL					17.78
SERVICE					0.00
STATE & LOCAL TAX					1.03
LOCATION TOTAL					18.81
INVOICE EQUIPMENT TOTAL					17.78
SERVICE					0.00
STATE & LOCAL TAX					1.03
INVOICE TOTAL					18.81

PLEASE DIRECT ALL INQUIRIES TO T
(LAST PA) 602-944-4411, ext. 17

000217858