UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW MEXICO

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U.S. BANKRUPTCY COURT
ALBUQUERQUE, NM

In re:

FURR'S SUPERMARKETS, INC.,

Case No. 7-01-10779 SA
Chapter 7

Debtor.

MOTION TO APPROVE AGREEMENT REGARDING SALE OF LIQUOR LICENSES, AND ESTABLISHING PROCEDURES FOR THE SALE OF LIQUOR LICENSES FREE AND CLEAR OF LIENS AND PAYMENT OF LIQUOR WHOLESALERS AND CERTAIN TAXES

Yvette G. Gonzales, Chapter 7 Trustee (the "Trustee"), moves the Court for an order approving the agreement between the Chapter 7 Trustee, on the one hand, and Heller Financial, Inc., as agent, and Metropolitan Life Insurance Company (together, the "Lenders"), on the other, which is set forth in paragraph 7 below (the "Agreement").

The Trustee further moves the Court, pursuant to under Bankruptcy Code §§105(a) and 363, and Fed. R. Bankr. P. 6004, to approve the sale of liquor licenses that are property of the estate free and clear of liens pursuant to the same procedure established in the chapter 11 case for the sale of liquor licenses and payment of liquor wholesalers and certain taxes.

In support of this Motion, the Trustee states:

1. Commencement and Conversion of Case. On February 8, 2001 (the "Petition Date"), the Debtor filed a voluntary petition in this Court under Chapter 11 of the Bankruptcy Code. On December 19, 2001, this Court entered an order converting the chapter 11 case to a case under chapter 7.

2. Jurisdiction And Venue. The Court has jurisdiction over this Motion pursuant

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to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The Debtor's Business. Prior to its sale of assets to Fleming Companies, Inc. ("Fleming"), the Debtor's business consisted of operating supermarkets located throughout New Mexico and western Texas.

4. The Sale to Fleming. On July 3, 2001, the Court entered an order approving the sale of substantially all of Debtor's assets to Fleming (the "Sale Order"). The closing of the sale approved by the Sale Order (the "Fleming Sale") took place on August 31, 2001.

5. Liquor Licenses. After consummation of the Fleming Sale, the Debtor retained certain liquor licenses. Pursuant to orders entered in the chapter 11 case, after August 31, 2001, the Debtor sold Liquor License nos. 33, 131, 461, 581, 882, 996, 4042 and 4069. Closings of the sale have occurred for License nos. 33, 461 and 4042. The following liquor licenses (the "Licenses") remain as property of the estate:

Retailer Licenses

License #	Location
4023	Albuquerque
4029	Los Lunas
4047	Farmington
4051	Albuquerque

Dispenser Licenses

License #	Location
187	Albuquerque
231	Albuquerque
617	Albuquerque
768	Albuquerque
818	Albuquerque
405	Belen

939	Espanola
254	Las Cruces
364	Roswell

6. No Equity in Licenses. Absent approval of the Agreement, the estate has no equity in any of the Licenses.

7. The Agreement. The Agreement between the Trustee and Lenders, which is subject to approval of the Court is as follows:

(a) The Trustee will use reasonable efforts to sell the Licenses, without retaining a broker.

(b) The Trustee shall be entitled 3% for the Trustee of the amount of Net Sale Proceeds of License nos. 131, 581, 882, 996, and 4069 and of the Licenses, and the estate shall be entitled to 10% of the amount that is the difference between the Net Sale Proceeds and the 3% payable to the Trustee. For example, if the Net Sale Proceeds were $10,000, the 3% payable to the Trustee would be $300 and the 10% payable to the estate would be $970. "Net Sale Proceeds," as used in this paragraph 7, means sale proceeds less the amount of proceeds used to pay claims of liquor wholesalers and gross receipts taxes with respect to License nos. 131, 581, 882, 996, and 4069 and the Licenses, to pay amounts then still owed to the Taxation & Revenue Department of the State of New Mexico ("TRD") with respect to the liquor licenses sold as part of the Fleming transaction, and to pay the Trustee's attorneys fees and expenses associated with the sale and lease, the renewal of temporary suspensions of Licenses, and the annual renewal of Licenses. The amounts allocated to the Trustee will be paid to the estate and are available to pay compensation to the chapter 7 trustee to the extent allowed by the Bankruptcy Court, and will be available to the estate generally if and to the extent such

amounts exceed the Court allowed compensation for the chapter 7 trustee.

(c) The Lenders will reimburse the Trustee for all reasonable attorneys fees and expenses incurred by the Trustee with respect to the renewals, extension of temporary suspensions, marketing, negotiation, and sale and lease of the Licenses. To the extent any amounts become due and owing to the Trustee as set forth in this subparagraph (3), such amounts shall be deemed a voluntary §506(c) surcharge, and shall be paid out of the Net Sale Proceeds of License nos. 131, 581, 882, 996, and 4069 and the Licenses.

(d) Proceeds from the sale of License nos. 131, 581, 882, 996 and 4069 and the Licenses will be distributed as follows:

(i) First, to pay claims of liquor wholesalers and gross receipts taxes with respect to the License sold;

(ii) Second, to pay amounts then still owed to the Taxation & Revenue Department of the State of New Mexico ("TRD") with respect to the liquor licenses sold as part of the Fleming transaction;

(iii) Third, to pay the Trustee's attorneys fees associated with the sale and lease, the renewal of temporary suspensions, and the annual renewal of License nos. 131, 581, 882, 996 and 4069 and the Licenses;

(iv) Fourth, 3% of the amount remaining after the above payments are made to the Trustee; and

(v) Fifth, 10% of the balance remaining after payment of items 7(d)(i)-(iv) above to the estate, and 90% thereof to the Lenders.

By approving this Motion, the Lenders signify their agreement to the terms and conditions of the Agreement set forth above.

8. Best Interest of Creditors. The Agreement is in the best interest of the estate and its creditors.

9. Contract for Sale of Licenses. To maximize the portion of the sale proceeds payable to the estate, and to the Lenders, the Trustee needs to promptly and efficiently negotiate and consummate sales of Licenses. In light of the potentially significant costs and delays associated with seeking and obtaining Court approval of each sale of Licenses (e.g., preparing motion papers; serving notice upon creditors; preparing for and appearing at hearings; and delaying the sales pending the expiration of notice periods, and hearings, if necessary), the Trustee requests that the Court establish certain uniform procedures by which the Trustee may seek approval of the sales of Licenses. The Trustee submits that her requested procedures are desirable and in the best interests of the estate and creditors.

10. The Requested Procedures for Sales of Licenses. The Trustee proposes that the sales of Licenses be conducted in accordance with the following procedures:

(a) As soon as practicable after the Trustee's negotiation of an agreement for a sale of a License, the Trustee would submit to the Lenders, through their counsel, a copy of the proposed contact for the purchase and sale of the License in question (the "Proposed Contract"). The Lenders would be permitted ten (10) business days from receipt of the Proposed Contract to review it. If the Lenders (x) affirmatively assent to the sale of the License pursuant to the terms and conditions of the Proposed Contract (the "Proposed Sale") or (y) fail to notify the Trustee in writing of any objection to the Proposed Sale within ten (10) business days from receipt, or (z) timely object(s) to the Proposed Sale but withdraws for any reason its or their objection to such sale, the Trustee would be authorized to consummate the Proposed Sale without notice and a hearing or entry of a further order of the Court. If the Lenders timely object to the Proposed Sale and do not withdraw its or their objection, the

Trustee would not proceed with the Proposed Sale unless the terms are modified in a way that results in the Lenders withdrawing its or their objection.

(b) All of the terms set forth in the order resulting form this Motion would apply to the sale of any License pursuant to a Proposed Contract. However, the Trustee would have the right to submit an order confirming her authority to consummate any Proposed Sale, if the order is approved by the Lenders, Wholesalers (defined below) and TRD, without notice to any other party in interest, or on notice only to the Lenders, Wholesalers, TRD and UST if any of them object. As used in this Motion, "Wholesalers" means Desert Eagle Distributing Company of New Mexico L.L.C., Joe G. Maloof & Co., National Distributing Company Inc., New Mexico Beverage Company, Inc. Southern Wine & Spirits of New Mexico, Inc., RRAM, and Premier Distributing Company, Inc.

(c) Notwithstanding subparagraphs (a) and (b) of this paragraph 10, if a Proposed Contract does not contain the same escrow and other terms and conditions protecting Wholesalers and TRD as are included in the specimen contracts attached hereto as Exhibit A (a contract of sale) or Exhibit B (a contract for a lease and sale) (Exhibits A and B together are called the "Specimen Contracts), or if the Trustee requests that any provisions in the order resulting from this Motion (the "Order") do not apply to the Proposed Contract, then the Trustee shall give notice of the Proposed Contract to the Wholesalers and TRD together with notice of any requested modifications to such Order as it relates thereto, and the references in subparagraphs (a) and (b) to the Lenders also shall be deemed to refer to the Wholesalers and TRD.

11. Additional Proposed Relief. In addition to granting the relief requested above, the Trustee requests that the Order contain the following provisions:

(a) Within thirty (30) days after consummation of each sale, the Trustee will file a report of sale pursuant to Bankruptcy Rule 6004(f), and transmit a copy of the report to the UST and Lenders.

(b) The Trustee is authorized under 11 U.S.C. § 363(b) to execute all agreements for the purchase and sale, or for the purchase and sale and lease, of Licenses approved by the Order; and to consummate all transactions contemplated by any agreements relating to such sales; and to take any action and execute and deliver any additional instrument or documents that may be reasonably necessary, desirable, or appropriate to implement such transactions, to effect the sales and leases of the Licenses, to cause the closings of such sales and leases to occur, and to perform the Trustee's obligations under the agreements.

(c) Upon request by the Escrow Agent (as defined in the Specimen Contracts), the Wholesalers will deposit with Escrow Agent a separate a wholesaler clearance, in the form specified by the Alcohol Gaming Department of the State of New Mexico ("AGD"), or otherwise acceptable to AGD, relating to the Licenses ("Wholesaler Clearance") for each of the Licenses. The Wholesaler Clearance will provide that it is valid only if AGD approves the transfer of the License in question to the purchaser within eight (8) business days after the issuance date specified on the Clearance. The Wholesaler Clearances provided to the Escrow Agent will not specify the issuance dates. The Escrow Agent will be instructed to deliver a Wholesaler Clearance to a purchaser only after the purchaser has deposited the entire purchase price with the Escrow Agent, and to specify an issuance date on the Wholesaler

Clearance that is the date the Escrow Agent delivers the Wholesaler Clearance to the purchaser. The Escrow Agent is directed to transfer from the purchase price held in escrow to each Wholesaler, within three (3) business days after the later of (i) when Escrow Agent is advised that such License transfer has occurred or (ii) the Wholesaler has advised Escrow agent of the payoff amount with respect to that License, the amount specified on Exhibit C hereto with respect to the License being transferred plus the additional amount of attorneys fees and interest accrual to the date of payment owed by the Trustee to each Wholesaler as specified by each Wholesaler or its counsel to the Escrow Agent in writing. Escrow Agent may conclusively rely upon the amounts specified by each Wholesaler or its counsel to the Escrow Agent in writing amounts as the amounts of such attorney's fees and interest accrual to be disbursed. The transfer of funds by the Escrow Agent to the Wholesalers will be made by wire transfer to any Wholesaler who requests the same and provides wiring instructions.

(d) The Lenders and Trustee will agree, and will be directed by the Court, to take no action whatsoever to impede or prevent the Escrow Agent from making such transfers of funds to the Wholesalers, including but not limited to seeking an injunction or similar relief, seeking or asserting a setoff or recoupment, or otherwise attempting in any way to delay or limit such transfers of funds. The Wholesalers will have the right to the immediate entry of an injunction by the Court, without commencing an adversary proceeding or posting any bond, if necessary to enforce the provisions of this paragraph. The Court will retain jurisdiction to grant such relief. The Lenders shall cooperate fully and completely with the Escrow Agent in every respect to enable payment to the Wholesalers in the amount shown on Exhibit C (plus per diem interest accrual through the date of payment) from the proceeds for each transaction

and to ensure complete compliance with paragraph * in each purchase agreement as the transaction proceeds.

(e) As of November 7, 2001, the estate owed TRD a total of $323,860.31 (the "Pre-Closing Taxes") for gross receipts taxes arising from the sale of alcoholic beverages under liquor licenses the Debtor transferred on or about August 31, 2001 to Fleming Companies, Inc. or to third party purchasers designated by Fleming Companies, Inc. The Escrow Agent is directed to transfer to TRD from the purchase price held in escrow, within ten (10) business days after the last disbursement to a Wholesaler with respect to a License, the sum of (i) the relevant amount specified on Exhibit C thereto with respect to the License being transferred (which represents all unpaid gross receipts tax arising from the sale of alcoholic beverages under each such License) and (ii) the unpaid balance (if any) of the Pre-Closing Taxes to the extent funds remain available from the purchase price for the License that is leased or transferred after payment to Wholesalers and payment of any fees to the Escrow Agent. If a Purchase Agreement is terminated, such that the License subject to such Agreement will not be transferred to the purchaser, then TRD may reimpose a hold on such License so that a new Tax Clearance is required for the transfer of the License. If the Trustee is authorized to consummate the sale of a liquor license under a Proposed Contact, pursuant to the terms of the Order, this same procedure shall apply with respect to TRD issuing a Tax Clearance, except the Tax Clearance will be issued when TRD is provided a copy of the executed contract.

(f) The Trustee is authorized to pay the Wholesalers from the proceeds of sale of License nos. 131, 581, 882, 996, and 4069 and the Licenses the amounts specified on

Exhibit C hereto with respect to each License being transferred, plus per diem interest accrual through the date of payment, plus the amount of attorneys fee then claimed by the Wholesaler with respect to matters relating to its claims against the Trustee. The Trustee is authorized to pay to TRD from the proceeds of sale of License nos. 131, 581, 882, 996, and 4069 and the Licenses the amounts specified in paragraph C above, and the unpaid balance of the amount owed to TRD with respect to the licenses transferred as part of the Fleming Sale.

(g) Counsel for the Trustee and counsel for the Lenders have advised counsel for the Wholesalers that the Trustee and Lenders contend that payments made to Wholesalers as provided in the Order are being made under compulsion and under protest. All parties contend that they have not waived and specifically reserve any rights, claims or defenses that may exist in connection with this matter. Without limitation, the Trustee and Lenders contend they have not waived rights to seek disgorgement in a separate proceeding or to contest the amount and/or priority or any other aspect to the Wholesalers' claims, and the Wholesalers contend that they have not waived the right to contend that by accepting the benefits of the transfers of the License, the Lenders and Trustee have in fact waived such rights, are estopped by doctrines such as *res judicata*, or have rendered their claims moot. The Order will not be construed to affect any of the parties contentions in this regard.

(h) The terms of the Order resulting from this Motion and any agreements to which the Trustee is or becomes a party that are authorized by such Order shall be binding in all respects upon, and shall inure to the benefit of, the Trustee, the estate and creditors.

12. Sales to be Made Free and Clear of Liens. All sales of Licenses will be made free and clear of any lien, claim, interest or encumbrance (collectively, "Interests") of any

entity in the Licenses. Any party asserting an Interest in the Licenses will be protected by having its Interest attach to the net proceeds of the sale(s), subject to any claims and defenses the Trustee may possess with respect thereto.

WHEREFORE, the Trustee respectfully requests that the Court enter an order (i) approving the Agreement, and (ii) establishing procedures for approval and consummation of sales of Licenses free and clear of liens, and establishing procedures for payment of the claims of Wholesalers and TRD at it relates to Licenses and Other License, and such entities providing clearances, all as requested in paragraphs 10, 11 and 12, and (iii) granting the Trustee such other and further relief as is just and proper.

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This certified that a copy of the
foregoing Motion was served by mail on::

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this 7th day of February, 2002.

PURCHASE AND SALE AGREEMENT

Agreement made as of the ___ day of _____ , 2002, by and between Yvette G. Gonzales, Chapter 7 Trustee in the Furr's Supermarkets, Inc. Bankruptcy Case ("Seller") and _____ ("Buyer").

For valuable consideration, Seller and Buyer agree as follows:

1. *Definitions.*

"*AGD*" means New Mexico Alcohol and Gaming Division of the Regulation and Licensing Department of the State of New Mexico.

"*Bankruptcy Case*" or "*Furr's Supermarkets, Inc. Bankruptcy Case*" means a bankruptcy case pending before the United Stated Bankruptcy Court for the District of New Mexico, assigned case no. 7-01-10779 SA in which Seller is the Chapter 7 Trustee.

"*Bankruptcy Court*" means the court presiding over the Bankruptcy Case.

"*Bankruptcy Court Approval*" is defined in paragraph 19.

"*Bill of Sale*" means the bill of sale in the form attached hereto as Exhibit "A."

"*Buyer*" means _____.

"*Clearances*" is defined in paragraph 3(a).

"*Closing*" is defined in paragraph 12.

"*Closing Date*" is the date Closing occurs.

"*Earnest Money*" is defined in paragraph 3(b).

"*Escrow Agent*" means Jacobvitz, Thuma & Walker, P.C., or any successor escrow agent approved by Seller and Purchaser, or designated by the Bankruptcy Court.

EXHIBIT A

"*License*" means New Mexico Liquor License No. _ __ __ _ presently located at [insert street address] in the City of _ __ ____, New Mexico.

"*Purchase Price*" is defined in paragraph 3(a).

"*Seller*" means Yvette G. Gonzales, Chapter 7 Trustee in the Furr's Supermarkets, Inc. Bankruptcy Case.

2. Sale of Liquor License. Seller owns the License. Seller agrees to sell the License to Buyer. Seller, Buyer and Buyer acknowledge that the License will permit Buyer and Buyer to sell alcoholic beverages for consumption off of the licensed premises.

3. Purchase Price and Terms.

(a) The purchase price for the License ("Purchase Price") is _ __ __ __. __. __ Dollars ($_. __ __ __ __).

(b) Payment of the Purchase Price shall be made as follows:

(1) Within three business days after entry of an order granting Bankruptcy Court Approval, Buyer shall deposit _____ Dollars ($_ __ __ __) as earnest money (the "Earnest Money") into a trust account maintained by Escrow Agent. The Earnest Money shall be disbursed by Escrow Agent as provided in this Agreement.

(2) When Buyer wishes to close, Buyer will deposit the balance of the Purchase Price in cash or a cash equivalent or by wire transfer with Escrow Agent in exchange for the delivery by Escrow Agent to Buyer or Buyer of the Wholesaler Clearances.

4. Transfer of Ownership.

(a) Within fifteen (15) days after the date of this Agreement, Buyer will file with AGD an application for transfer to Buyer of ownership of the License pursuant to the terms of this Agreement. Buyer and Buyer will use all reasonable efforts to pursue all required approvals of the transfer of ownership of the License in a diligent and timely manner. Buyer and Buyer will comply with all requirements of law applicable to Buyer and Buyer, respectively, relating to the transfer of ownership of the License, and will comply with all reasonable requirements of hearing officers. Seller will provide the Clearances that are needed to obtain approval of the transfer of ownership of the License by the AGD.

(b) If Buyer has not obtained approval of the transfer of ownership of the License by AGD on or before one hundred twenty (120) days after filing an application for transfer to Buyer of ownership of the License, either party may terminate this Agreement by written notice if the party terminating has diligently pursued its obligations under this Agreement. The Earnest Money and accrued interest will be refunded to Buyer if this Agreement is terminated because Buyer is unable, despite its reasonable efforts, to obtain approval of transfer of ownership of the License on or before one hundred twenty (120) days after filing of the transfer application.

5. Seller's Warranties, Covenants and Representations. Seller warrants, covenants and represents to Buyer that:

(a) Seller owns the License and, subject to paragraph 19 below: (i) has the right to convey the License, and (ii) will deliver the License to Buyer at Closing free and clear of all claimed liens.

(b) The License is valid and will remain valid until Closing. Seller will not do any act that would affect the validity of the License or cause its cancellation or revocation.

(c) Seller has not performed any act or omission relating to the License that violates any applicable statutes, ordinances or regulations. Seller will not perform any such act or make any such omissions during the term of this Agreement.

(d) Seller has not retained a broker in connection with this transaction.

(e) Seller will fully cooperate with Buyer with respect to Buyer seeking approvals required for transfer of the License.

6. Seller's Use of License. If, any time before Closing, Seller is charged with any violation of the New Mexico Liquor Control Act or AGD Regulations with respect to the ownership or use of the License, Seller will immediately notify Buyer of the existence of such charges and will immediately take all steps necessary to rectify, at its sole cost and expense, any such violation.

7. Buyer's Warranties, Covenants and Representations. Buyer warrants, covenants and represents to Seller that:

(a) Buyer is qualified to do business in the State of New Mexico.

(b) Buyer will pay the balance of the Purchase Price upon satisfaction of all Buyer's conditions precedent to Closing.

[c] *Depending on the negotiation*: Buyer currently has the right to use the premises where the License will be operated. OR Clarify in the Agreement that this is not Buyer's risk.

8. Buyer's Conditions Precedent to Closing. The obligations of Buyer to close this transaction, unless waived by Buyer, are subject to the following conditions:

(a) By the Closing Date, Buyer has obtained all necessary approvals of the transfer of ownership and operation of the License by the AGD and the City of _ _ _ _ _ _ (to the extent required).

(b) The representations and warranties of Seller as provided in this Agreement are true and correct as of the time of execution of this Agreement and are still true at the time of Closing.

(c) Seller has provided a tax clearance to the Buyer or AGD certifying that no taxes related to the License are due or owing in a form sufficient to obtain final approval by AGD of the transfer of ownership of the License to Buyer.

(d) Seller has provided Buyer or AGD with certifications by the liquor wholesalers or other evidence indicating that no amounts are due on account of the License sufficient to satisfy AGD.

(e) Seller has obtained Bankruptcy Court Approval.

9. Seller's Conditions Precedent to Closing. The obligations of Seller to close this transaction, unless waived by Seller, are subject to the following conditions:

(a) By the Closing Date, Buyer has obtained all necessary approvals of the transfer of ownership and operation of the License by the AGD (and City of _ _ _ _ _ , to the extent required).

(b) The representations and warranties of Buyer as provided in this Agreement are true and correct as of the time of execution of this Agreement and are still true at the time of Closing.

(c) Buyer has paid the Earnest Money in accordance with this Agreement.

(d) Buyer has paid the balance of the Purchase Price to Escrow Agent in accordance with this Agreement.

(e) Seller has obtained Bankruptcy Court Approval.

10. Seller's Default/Return of Earnest Money. If Seller breaches any of the terms of this Agreement, Buyer may terminate this Agreement by giving notice of termination within fifteen (15) days after it learns of the breach, and receive a refund of the Earnest Money, and can sue for damages (not to exceed the amount of the Earnest Money). If Buyer fails to give timely notice of termination, the breach shall be deemed waived. In addition, if a condition precedent to Seller's or Buyer's obligations to close fails to occur and is not waived by the party entitled to waive it, and Buyer is not then in breach of any of the terms of this Agreement, then Buyer shall receive a refund of the Earnest Money.

11. Buyer's Default. If Buyer breaches any of the terms of this Agreement, Seller may terminate this Agreement by giving notice of termination within fifteen (15) days after it learns of the breach, and receive the Earnest Money as liquidated damages as its sole and exclusive remedy, in which event neither party will have any further obligations or liability to the other. If Seller fails to give timely notice of termination, the breach shall be deemed waived (except no such waiver will relieve Buyer of its obligation to pay the Purchase Price).

12. Closing. Closing of the sale of the License ("Closing") will occur as soon after approval of the transfer of ownership of the License to Buyer as is reasonably possible for Escrow Agent. Seller will deposit executed Bills of Sale with Escrow Agent within three (3) business days after execution of this Agreement. The Bills of Sale shall be delivered to Purchaser as specified in paragraph 18(e)(ii) below.

13. Notices. All notices, requests, demands and other communications given as provided in this Agreement will be in writing and will be deemed duly given, if delivered, or if mailed, by prepaid certified or registered mail, to:

(a) Seller c/o Robert Jacobvitz, Esq., Jacobvitz, Thuma, & Walker, P.C. 500 Marquette NW, Suite 650, Albuquerque, New Mexico 87102.

(b) Buyer at _____;

or to such other person and/or address as specified in a written notice given by one party to the other.

14. Commissions, Fees and Expenses. Buyer agrees to pay any and all application or transfer fees and expenses required by the State of New Mexico and City of _____ to effect this transaction. Each party agrees to pay its own attorney fees. In addition to payment of the Purchase Price, Buyer agrees to pay any commissions to payable to Buyer's broker in connection with this Agreement. Seller has not engaged a broker in connection with this Agreement.

15. Amendments/Governing Law. This Agreement may be amended only by a written document signed by Seller and Buyer, and approved by the Bankruptcy Court if such approval is required for the amendment to bind the Seller. This Agreement is governed by the laws of New Mexico, constitutes the entire agreement of Seller and Buyer, and binds and benefits Seller and Buyer, their heirs, personal representatives, successors and assigns. Notwithstanding the above, the instructions to the Escrow Agent set forth in paragraph 18(e)(ii) and (iii) may be amended only (x) by order of the Bankruptcy Court, after notice to Seller, Buyer, the Wholesalers and TRD, or (y) upon the written consent of Seller and Buyer, and also by each Wholesaler to be paid from the Purchase Price and TRD, if the amendment in any way affects payment to a Wholesaler or TRD or otherwise

affects any of the protections afforded to the Wholesalers or TRD contained within the instructions. The Wholesalers and TRD are intended third party beneficiaries entitled to enforce the provision in the preceding sentence restricting amendment of the escrow instructions. In addition, any amendment of this Agreement must be approved by the Bankruptcy Court if such approval is required for the amendment to bind the Seller.

16. Force Majeure. Neither Seller nor Buyer will be liable for any failure to perform any provision hereof because of fire or other casualty, riot, strike, natural disaster, governmental regulation or restriction.

17. No Merger. All representations and warranties contained in this Agreement shall survive the Closing.

18. Escrow.

(a) Seller and Buyer appoint Escrow Agent as escrow agent for the purposes and upon the terms and conditions set forth in this Agreement. Escrow Agent is authorized to close as soon after AGD final approval of transfer of ownership of the License to Buyer as is reasonably possible. Closing is complete upon delivery of the Liquor License to Buyer; and distribution of the funds deposited with the Escrow Agent to Seller. Buyer shall be responsible for filing all necessary tax returns for any interest or income paid or attributed to it hereunder and shall pay any taxes thereon. All entities entitled to receive interest from the escrow account shall provide Escrow Agent with a W-9 or W-8 IRS tax form prior to disbursement of interest. Escrow Agent may resign from its duties hereunder at any time by giving written notice of such resignation to Seller and Buyer specifying a date, not less than sixty (60) days after giving of such notice, when such resignation shall take effect. If a successor agent has not been appointed within such 60-day period, the Escrow

Agent may petition any court of competent jurisdiction or may interplead the parties in a proceeding for the appointment of a successor Escrow Agent.

(b) Escrow Agent undertakes to perform only such duties as are specifically set forth in this Agreement. Escrow Agent acting in good faith shall not be liable for any mistake of fact or error in judgment by it or for any act or omission by it of any kind unless caused by willful misconduct or gross negligence, and shall be entitled to rely conclusively upon any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so.

(c) If any controversy arises between Seller and Buyer with respect to the subject matter of this Agreement, Escrow Agent shall not be required to determine the same or take any action with respect thereto, but may await the final resolution of any such controversy, anything in the instructions delivered by the parties hereto to the contrary notwithstanding, and in such event Escrow Agent shall not be liable for interest or damage; provided that with respect to any controversy between Seller and Buyer, Escrow Agent shall, at all times, have full right and authority to pay over and disburse the escrowed funds in accordance with the joint written instructions signed by Seller and Buyer.

(d) Seller and Buyer may, by mutual written agreement at any time on at least sixty (60) days prior written notice to Escrow Agent, remove Escrow Agent as escrow agent under this Agreement, and substitute a successor escrow agent, in which event, upon receipt of such written notice thereof, Escrow Agent will deliver to such substituted escrow agent the Escrow Fund held by it, and Escrow Agent shall thereafter be discharged from any and all liability.

(e) Seller and Buyer instruct Escrow Agent as follows:

(i) Escrow Agent is instructed to deposit escrowed funds in a federally insured financial institution in an interest bearing account. If the Earnest Money is to be disbursed to Seller, the income earned on the escrowed funds shall be paid to Seller. If the Earnest Money is to be applied to the Purchase Price upon closing, the income earned on the Earnest Money shall be credited against the Purchase Price.

(ii) A Wholesaler Clearance with respect to the License will be delivered to Escrow Agent. The Wholesaler Clearance will provide that it is valid only if AGD approves the transfer of the License in question to the Buyer within eight (8) business days after the issuance date specified on the Wholesaler Clearance. Such Wholesaler Clearance will not specify the issuance date. Escrow Agent is instructed to deliver the Wholesaler Clearance to Buyer immediately after Buyer has deposited the entire Purchase Price with the Escrow Agent, and to specify an issuance date on the Wholesaler Clearance that is the date the Escrow Agent delivers the Wholesaler Clearance to Buyer. The Escrow Agent is instructed to transfer from the Purchase Price held in escrow to each Wholesaler, within three (3) business days after the Escrow agent is notified that AGD has approved the transfer of ownership of the License, the amount specified on Exhibit B hereto for that Wholesaler with respect to the License being transferred, plus the amount of attorneys fees and additional interest accrual to the date of payment specified by each Wholesaler or its counsel to the Escrow Agent in writing, upon which the Escrow Agent may conclusively rely.

(iii) The Escrow Agent is instructed to transfer from the Purchase Price held in escrow to TRD, within three (3) business days after the Escrow agent is notified the transfer of the License has occurred, the amount specified on Exhibit B hereto for TRD with respect to the License being transferred, plus an additional amount equal to the difference between $323,860.31 and the

aggregate of such additional amounts previously disbursed by Escrow Agent to TRD in connection with the transfer and/or lease of other liquor licenses. Buyer has no liability to TRD with respect to the same.

19. Bankruptcy Court Approval. Buyer acknowledges that Seller has disclosed that she is a chapter 7 trustee in a bankruptcy case pending before the United Stated Bankruptcy Court for the district of New Mexico, assigned case no. 7-01-10779 SA (the "Bankruptcy Case"). Seller will seek an order in the Bankruptcy Case granting authority from the Bankruptcy Court to consummate the transaction set forth in the Agreement, on the terms and conditions specified herein ("Bankruptcy Court Approval"). The enforceability of this Agreement is conditioned upon Bankruptcy Court Approval being obtained by _____.

SELLER:	BUYER:
FURR'S SUPERMARKETS, INC. a Delaware corporation	_____
By_____ Its _____ Date: _____.	By_____ Its _____ Date: _____.

ACCEPTANCE OF APPOINTMENT BY ESCROW AGENT

The undersigned accepts its the appointment as Escrow Agent, and agrees perform such duties as are specifically set forth in this Agreement.

JACOBVITZ, THUMA & WALKER, P.C

By_____
Robert H. Jacobvitz

LEASE PURCHASE AGREEMENT

Agreement made as of the __ day of _____, 2002, by and between Yvette G. Gonzales, Chapter 7 Trustee in the Furr's Supermarkets, Inc. Bankruptcy Case ("Seller") and _____ ("Buyer").

For valuable consideration, Seller and Buyer agree as follows:

1. Definitions.

"*AGD*" means New Mexico Alcohol and Gaming Division of the Regulation and Licensing Department of the State of New Mexico.

"*Bankruptcy Case*" or "*Furr's Supermarkets, Inc. Bankruptcy Case*" means a bankruptcy case pending before the United Stated Bankruptcy Court for the District of New Mexico, assigned case no. 7-01-10779 SA in which Seller is the Chapter 7 Trustee.

"*Bankruptcy Court*" means the court presiding over the Bankruptcy Case.

"*Bankruptcy Court Approval*" is defined in paragraph 19.

"*Bill of Sale*" means the bill of sale in the form attached hereto as Exhibit "A."

"*Buyer*" means _____.

"*Clearances*" is defined in paragraph 3(a).

"*Closing*" is defined in paragraph 12.

"*Closing Date*" is the date Closing occurs.

"*Earnest Money*" is defined in paragraph 3(b).

"*Escrow Agent*" means Jacobvitz, Thuma & Walker, P.C., or any successor escrow agent approved by Seller and Purchaser, or designated by the Bankruptcy Court.

EXHIBIT B

"*License*" means New Mexico Liquor License No. _ _ _ _ _ presently located at [insert street address] in the City of _ _ _ _ _ _ _, New Mexico.

"*Purchase Price*" is defined in paragraph 3(a).

"*Seller*" means Yvette G. Gonzales, Chapter 7 Trustee in the Furr's Supermarkets, Inc. Bankruptcy Case.

2. Sale and Lease of Liquor License. Seller owns the License. Seller agrees to lease the License to Buyer on an interim basis (pending approval, by all government units whose approval is required, of the transfer of ownership of the License to Buyer) and, agrees to sell the License to Buyer. Seller, Buyer and Buyer acknowledge that the License will permit Buyer and Buyer to sell alcoholic beverages for consumption off of the licensed premises. The term of the lease of the License will be from the date that AGD approves the lease from Seller to Buyer until the date that AGD grants final approval of the transfer of ownership of the License to Buyer. There will be no lease payments for the lease of the License.

3. Purchase Price and Terms.

(a) The purchase price for the License ("Purchase Price") is _ _ _ _ _ _ _ _ _ _. Dollars ($_ _ _ _ _ _ _ _ _ _).

(b) Payment of the Purchase Price shall be made as follows:

(1) Within three business days after entry of an order granting Bankruptcy Court Approval, Buyer shall deposit _____ Dollars ($_ _ _ _ _ _) as earnest money (the "Earnest Money") into a trust account maintained by Escrow Agent. The Earnest Money shall be disbursed by Escrow Agent as provided in this Agreement.

(2) When Buyer wishes to close, Buyer will deposit the balance of the Purchase Price in cash or a cash equivalent or by wire transfer with Escrow Agent in exchange for the delivery by Escrow Agent to Buyer or Buyer of the Wholesaler Clearances.

4. Transfer of Ownership and Lease.

(a) Within fifteen (15) days after the date of this Agreement, Buyer will file with AGD an application for transfer to Buyer of ownership of the License, and the lease of the License, respectively, all pursuant to the terms of this Agreement. Buyer and Buyer will use all reasonable efforts to pursue all required approvals of the transfer of ownership, and lease of the License, respectively, in a diligent and timely manner. Buyer and Buyer will comply with all requirements of law applicable to Buyer and Buyer, respectively, relating to the transfer of ownership and the lease of the License, and will comply with all reasonable requirements of hearing officers. Seller will provide the Clearances that are needed to obtain approval of the lease of the License and the transfer of ownership of the License by the AGD.

(b) If Buyer has not obtained approval of an interim lease of the License by AGD on or before sixty (60) days after filing a lease application, either party may terminate this Agreement by written notice if the party terminating has diligently pursued its obligations under this Agreement. The Earnest Money and accrued interest will be refunded to Buyer if this Agreement is terminated because Buyer is unable, despite its reasonable efforts, to obtain approval of an interim lease of the License on or before sixty (60) days after filing of the lease applications.

(c) If Buyer has paid the entire purchase price and has obtained approval of an interim lease of the License by AGD, and the Escrow Agent has disbursed the purchase price funds, but Buyer is unable to obtain AGD approval of the transfer of ownership of the License to Buyer,

then Seller will transfer the license to any third party designated by Buyer, if permitted by applicable law, if Buyer pays all of Seller's expenses (including attorneys fees) in connection with such transfer.

5. Seller's Warranties, Covenants and Representations. Seller warrants, covenants and represents to Buyer that:

(a) Seller owns the License and, subject to paragraph 19 below: (i) has the right to convey the License, and (ii) will deliver the License to Buyer at Closing free and clear of all claimed liens.

(b) The License is valid and will remain valid until Closing. Seller will not do any act that would affect the validity of the License or cause its cancellation or revocation.

(c) Seller has not performed any act or omission relating to the License that violates any applicable statutes, ordinances or regulations. Seller will not perform any such act or make any such omissions during the term of this Agreement.

(d) Seller has not retained a broker in connection with this transaction.

(e) Seller will fully cooperate with Buyer with respect to Buyer seeking approvals required for the lease and transfer of the License.

6. Seller's Use of License. If, any time before Closing, Seller is charged with any violation of the New Mexico Liquor Control Act or AGD Regulations with respect to the ownership or use of the License, Seller will immediately notify Buyer of the existence of such charges and will immediately take all steps necessary to rectify, at its sole cost and expense, any such violation.

7. Buyer's Warranties, Covenants and Representations. Buyer warrants, covenants and represents to Seller that:

(a) Buyer is qualified to do business in the State of New Mexico.

(b) Buyer will pay the balance of the Purchase Price upon satisfaction of all Buyer's conditions precedent to Closing.

[c] *Depending on the negotiation*: Buyer currently has the right to use the premises where the License will be operated. OR Clarify in the Agreement that this is not Buyer's risk.

8. Buyer's Conditions Precedent to Closing. The obligations of Buyer to close this transaction, unless waived by Buyer, are subject to the following conditions:

(a) By the Closing Date, Buyer has obtained all necessary approvals of the transfer of ownership and operation of the License by the AGD (and City of __ __ __ __ , to the extent required) or has obtained approval of an interim lease of the License.

(b) The representations and warranties of Seller as provided in this Agreement are true and correct as of the time of execution of this Agreement and are still true at the time of Closing.

(c) Seller has provided a tax clearance to the Buyer or AGD certifying that no taxes related to the License are due or owing in a form sufficient to obtain final approval by AGD of the transfer of ownership of the License to Buyer or to obtain approval of an interim lease of the License to Buyer.

(d) Seller has provided Buyer or AGD with certifications by the liquor wholesalers or other evidence indicating that no amounts are due on account of the License sufficient to satisfy AGD.

(e) Seller has obtained Bankruptcy Court Approval.

9. Seller's Conditions Precedent to Closing. The obligations of Seller to close this transaction, unless waived by Seller, are subject to the following conditions:

(a) By the Closing Date, Buyer has obtained all necessary approvals of the transfer of ownership and operation of the License by the AGD (and City of _____, to the extent required) or has obtained approval of an interim lease of the License.

(b) The representations and warranties of Buyer as provided in this Agreement are true and correct as of the time of execution of this Agreement and are still true at the time of Closing.

(c) Buyer has paid the Earnest Money in accordance with this Agreement.

(d) Buyer has paid the balance of the Purchase Price to Escrow Agent in accordance with this Agreement.

(e) Seller has obtained Bankruptcy Court Approval.

10. Seller's Default/Return of Earnest Money. If Seller breaches any of the terms of this Agreement, Buyer may terminate this Agreement by giving notice of termination within fifteen (15) days after it learns of the breach, and receive a refund of the Earnest Money, and can sue for damages (not to exceed the amount of the Earnest Money). If Buyer fails to give timely notice of termination, the breach shall be deemed waived. In addition, if a condition precedent to Seller's or Buyer's obligations to close fails to occur and is not waived by the party entitled to waive it, and Buyer is not then in breach of any of the terms of this Agreement, then Buyer shall receive a refund of the Earnest Money.

11. Buyer's Default. If Buyer breaches any of the terms of this Agreement, Seller may terminate this Agreement by giving notice of termination within fifteen (15) days after it learns of the breach, and receive the Earnest Money as liquidated damages as its sole and exclusive remedy, in which event neither party will have any further obligations or liability to the other. If Seller fails to

give timely notice of termination, the breach shall be deemed waived (except no such waiver will relieve Buyer of its obligation to pay the Purchase Price).

12. Closing. Closing of the sale of the License ("Closing") will occur as soon after approval of the interim lease of the License to Buyer as is reasonably possible for Escrow Agent or as soon after final approval of the transfer of ownership of the License to Buyer by the AGD as is reasonably possible for the Escrow Agent, whichever approval is earlier. Seller will deposit executed Bills of Sale with Escrow Agent within three (3) business days after execution of this Agreement. The Bills of Sale shall be delivered to Purchaser as specified in paragraph 18(e)(ii) below.

13. Notices. All notices, requests, demands and other communications given as provided in this Agreement will be in writing and will be deemed duly given, if delivered, or if mailed, by prepaid certified or registered mail, to:

(a) Seller c/o Robert Jacobvitz, Esq., Jacobvitz, Thuma, & Walker, P.C. 500 Marquette NW, Suite 650, Albuquerque, New Mexico 87102.

(b) Buyer at _____;

or to such other person and/or address as specified in a written notice given by one party to the other.

14. Commissions, Fees and Expenses. Buyer agrees to pay any and all application or transfer fees and expenses required by the State of New Mexico and City of _____ to effect this transaction. Each party agrees to pay its own attorney fees. In addition to payment of the Purchase Price, Buyer agrees to pay any commissions to payable to Buyer's broker in connection with this Agreement. Seller has not engaged a broker in connection with this Agreement.

15. Amendments/Governing Law. This Agreement may be amended only by a written document signed by Seller and Buyer, and approved by the Bankruptcy Court if such approval is required for the amendment to bind the Seller. This Agreement is governed by the laws of New Mexico, constitutes the entire agreement of Seller and Buyer, and binds and benefits Seller and Buyer, their heirs, personal representatives, successors and assigns. Notwithstanding the above, the instructions to the Escrow Agent set forth in paragraph 18(e)(ii) and (iii) may be amended only (x) by order of the Bankruptcy Court, after notice to Seller, Buyer, the Wholesalers and TRD, or (y) upon the written consent of Seller and Buyer, and also by each Wholesaler to be paid from the Purchase

soon after the final approval of an interim lease of the License to Buyer as is reasonably possible. Closing is complete upon delivery of the Liquor License to Buyer; and distribution of the funds deposited with the Escrow Agent to Seller. Buyer shall be responsible for filing all necessary tax returns for any interest or income paid or attributed to it hereunder and shall pay any taxes thereon. All entities entitled to receive interest from the escrow account shall provide Escrow Agent with a W-9 or W-8 IRS tax form prior to disbursement of interest. Escrow Agent may resign from its duties hereunder at any time by giving written notice of such resignation to Seller and Buyer specifying a date, not less than sixty (60) days after giving of such notice, when such resignation shall take effect. If a successor agent has not been appointed within such 60-day period, the Escrow Agent may petition any court of competent jurisdiction or may interplead the parties in a proceeding for the appointment of a successor Escrow Agent.

(b) Escrow Agent undertakes to perform only such duties as are specifically set forth in this Agreement. Escrow Agent acting in good faith shall not be liable for any mistake of fact or error in judgment by it or for any act or omission by it of any kind unless caused by willful misconduct or gross negligence, and shall be entitled to rely conclusively upon any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so.

(c) If any controversy arises between Seller and Buyer with respect to the subject matter of this Agreement, Escrow Agent shall not be required to determine the same or take any action with respect thereto, but may await the final resolution of any such controversy, anything in the instructions delivered by the parties hereto to the contrary notwithstanding, and in such event Escrow Agent shall not be liable for interest or damage; provided that with respect to any

controversy between Seller and Buyer, Escrow Agent shall, at all times, have full right and authority to pay over and disburse the escrowed funds in accordance with the joint written instructions signed by Seller and Buyer.

(d) Seller and Buyer may, by mutual written agreement at any time on at least sixty (60) days prior written notice to Escrow Agent, remove Escrow Agent as escrow agent under this Agreement, and substitute a successor escrow agent, in which event, upon receipt of such written notice thereof, Escrow Agent will deliver to such substituted escrow agent the Escrow Fund held by it, and Escrow Agent shall thereafter be discharged from any and all liability.

(e) Seller and Buyer instruct Escrow Agent as follows:

(i) Escrow Agent is instructed to deposit escrowed funds in a federally insured financial institution in an interest bearing account. If the Earnest Money is to be disbursed to Seller, the income earned on the escrowed funds shall be paid to Seller. If the Earnest Money is to be applied to the Purchase Price upon closing, the income earned on the Earnest Money shall be credited against the Purchase Price.

(ii) A Wholesaler Clearance with respect to the License will be delivered to Escrow Agent. The Wholesaler Clearance will provide that it is valid only if AGD approves the transfer of the License in question to the Buyer within eight (8) business days after the issuance date specified on the Wholesaler Clearance. Such Wholesaler Clearance will not specify the issuance date. Escrow Agent is instructed to deliver the Wholesaler Clearance to Buyer immediately after Buyer has deposited the entire Purchase Price with the Escrow Agent, and to specify an issuance date on the Wholesaler Clearance that is the date the Escrow Agent delivers the Wholesaler Clearance to Buyer. The Escrow Agent is instructed to transfer from the Purchase Price held in escrow to each

Wholesaler, within three (3) business days after the Escrow agent is notified that AGD has approved the lease of the License, the amount specified on Exhibit B hereto for that Wholesaler with respect to the License being transferred, plus the amount of attorneys fees and additional interest accrual to the date of payment specified by each Wholesaler or its counsel to the Escrow Agent in writing, upon which the Escrow Agent may conclusively rely.

(iii) The Escrow Agent is instructed to transfer from the Purchase Price held in escrow to TRD, within three (3) business days after the Escrow agent is notified the transfer of the License has occurred, the amount specified on Exhibit B hereto for TRD with respect to the License being transferred, plus an additional amount equal to the difference between $323,860.31 and the aggregate of such additional amounts previously disbursed by Escrow Agent to TRD in connection with the transfer and/or lease of other liquor licenses. Buyer has no liability to TRD with respect to the same.

19. Bankruptcy Court Approval. Buyer acknowledges that Seller has disclosed that she is a chapter 7 trustee in a bankruptcy case pending before the United Stated Bankruptcy Court for the district of New Mexico, assigned case no. 7-01-10779 SA (the "Bankruptcy Case"). Seller will seek an order in the Bankruptcy Case granting authority from the Bankruptcy Court to consummate the transaction set forth in the Agreement, on the terms and conditions specified herein ("Bankruptcy Court Approval"). The enforceability of this Agreement is conditioned upon Bankruptcy Court Approval being obtained by _ _ _ _____.

SELLER: BUYER:

FURR'S SUPERMARKETS, INC.
a Delaware corporation

_____

By_____
Its _____
Date: _____.

By_____
Its _____
Date: _____

ACCEPTANCE OF APPOINTMENT BY ESCROW AGENT

The undersigned accepts its the appointment as Escrow Agent, and agrees perform such duties as are specifically set forth in this Agreement.

JACOBVITZ, THUMA & WALKER, P.C

By_____
Robert H. Jacobvitz

LIQUOR WHOLESALE AND TAXATION AND REVENUE PAYOFF AMOUNTS

A. **Definitions**

"DEDC" means Desert Eagle Distributing Company of New Mexico L.L.C.
"JGM&C" means Joe G. Maloof & Company
"License" refers to a New Mexico Dispenser's License or New Mexico Retailer's License
"NDCI" means National Distributing Company Inc.
"NMBCI" means New Mexico Beverage Company, Inc.
"PDCI" means Premier Distributing Company, Inc.
"SW&B" means Southern Wine & Spirits of New Mexico, Inc.
"TRD" means Taxation and Revenue Department of the State of New Mexico
"Wholesalers" means DECD, JGM&C, NDCI, NMBCI, PDCI, RRAM, and SW&B

B. **Payoff amounts**

The following charts set forth the total amounts each of the Wholesaler's claim is owed them (except for attorneys fees) with respect to each of referenced Licenses, including principal, interest and penalties (if any), with interest and penalties (if any) accrued through the following dates: DEDC-10-15-01; JGM&C-10-31-01; NDCI-10-10-01; NMBCI-10-10-01; PDCI-9-25-01; RRAM-10-10-01; and SW&B-10-10-01.

License	NMBCI	SW&S	NDCI	PDCI	JGM&C	TRD
131	7,300.81	7,753.19	10,022.29	0	12,558.75	4,441.69
187	17,206.09	40,471.23	24,582.37	2,211.78	7,761.21	3,049.58
231	19,088.44	22,152.16	27,588.29	10,878.42	9,992.65	9,129.04
254	16,064.18	9,090.06	8,130.47	35,999.37	10,235.22	8,045.54
364	9,284.26	23,638.88	28,209.10	0	15,931.54	7,410.69
405	13,225.46	12,179.37	19,555.83	16,962.30	11,582.67	6,533.73
581	5,789.93	7,295.08	7,949.77	0	6,753.57	3,420.49
617	10,241.60	4,003.96	4,714.93	11,293.15	1,172.11	2,632.40
768	0	0	0	0	0	0
818	17663.00	19,247.90	17,981.93	26,170.76	11,300.33	7,124.65
882	9,092.16	35,345.30	28,216.02	0	11,983.07	9,592.45
939	9,924.75	12,605.16	22,839.42	14,765.82	5,170.46	6,463.79
996	5,024.36	8,415.49	8,316.49	10,374.69	7,959.19	2,162.54
4023	26,562.88	20,880.51	19,734.18	18,452.65	8,040.03	8,712.16
4029	12,388.30	20,441.23	19,725.10	28,884.61	12,595.41	9,074.64
4047	11,606.15	26,050.88	19,022.67	15,157.55	12,671.78	7,170.57
4051	15,803.75	4,268.11	8,219.89	25,894.84	6,640.17	5,707.88
4069	7,479.75	9,160.02	9,021.72	6,970.10	4,713.19	4,278.74

License	RRAM	DEDC
131	0	21,151.95

EXHIBIT C

187	0	0
231	0	0
254	0	0
364	0	11,742.29
405	0	0
581	0	13,716.01
617	0	0
768	0	0
818	0	0
882	75.77	9,183.48
939	0	0
996	104.77	0
4023	0	0
4029	0	0
4047	0	0
4051	0	0
4069	0	0