EXHIBIT G

ASSIGNMENT AND ASSUMPTION OF SANDWICH LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SANDWICH LEASE AGREEMENT ("Agreement") is made and entered as of this ___ day of _____, 2003, by and among [Fleming Companies, Inc. an Oklahoma corporation (the "Assignor")], and _____, a _____ (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and certain affiliates thereof filed a voluntary petition (the "Petition") for relief pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §101 et seq., as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on April 1, 2003 (the "Filing Date") and has operated its business as a debtor-in-possession (as defined in Section 1101 of Bankruptcy Code) as authorized by Sections 1107 and 1108 of the Bankruptcy Code since the Filing Date;

WHEREAS, Assignor is currently the tenant under that certain lease identified on Exhibit A attached hereto (the "Lease") and the sublandlord under the sublease identified on Exhibit A attached hereto (the "Sublease");

[WHEREAS, Assignee is currently the [landlord/subtenant] under the [Lease/Sublease]; and][1]

WHEREAS, in connection with and in furtherance of Assignor's liquidation plan of reorganization, Assignor desires to assign (i) all of Assignor's right, title and interest as tenant under the Lease and (ii) all of Assignor's right, title and interest as sublandlord under the Sublease to Assignee; and Assignee is desirous of assuming, pursuant to Section 365(f) of the Bankruptcy Code and on the terms and conditions set forth herein, all of Assignor's obligations under the Lease and Sublease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment and Assumption. Effective as of the Closing (hereinafter defined), Assignor hereby grants, assigns, sets over and conveys to Assignee all of Assignor's right, title, and interest in the Lease and Sublease, together with the premises described in the Lease and all of the improvements and fixtures located thereon (the "Premises"), and any security deposit thereunder. Assignee hereby accepts the foregoing assignment, without any merger of title relative to such interest with any other interest Assignee may have in the Lease or the Sublease,

[1] Include this paragraph to the extent applicable if the Assignee is currently the landlord or subtenant.

whether as landlord, subtenant or otherwise, and assumes and agrees to perform and fulfill all of Assignor's duties, responsibilities and obligations under the Lease and the Sublease arising or occurring from and after the Closing.

2. Consideration. The total consideration to be paid by Assignee to Assignor in connection with the assignment and transfer of the Lease and Sublease pursuant to this Agreement (the "Purchase Price") shall be the amount set forth as the "Purchase Price" on Exhibit A attached hereto plus the amount of any security deposit under each Lease. The Purchase Price shall be payable as follows:

(a) Deposit. On the Offer Date (hereinafter defined), Assignee shall deposit with Chicago Title Insurance Company, or such other title company as Assignor may designate (the "Title Company"), cash in the amount of _____ AND _____ DOLLARS ($_____.___) (the "Deposit").[2] The Deposit shall be held, paid and applied by the Title Company as set forth in this Agreement, it being understood that any interest earned on such Deposit shall be considered as part of the Deposit. The Title Company shall invest the Deposit in an interest bearing account in such obligations or accounts as Assignee may from time to time direct. At Closing (hereinafter defined) the Deposit shall be applied towards the Purchase Price.

(b) Purchase Price. At Closing, Assignee shall pay to Assignor the balance of the Purchase Price in immediately available funds plus or minus prorations.

3. Closing. The consummation of the transactions contemplated under this Agreement (the "Closing") shall take place after the entry by the Bankruptcy Court of the Sale Order but in no event later than [_____], 2003 (the "Closing Date"); provided, however, to the extent Assignor, in its sole and absolute discretion, deems it necessary to facilitate any going out of business sale conducted on the Premises, Assignor shall have the right to extend the Closing Date to a date not later than five (5) Business Days after Assignor delivers to Assignee notice of the completion of all such going out of business sales, which right shall be exercisable at any time prior to [_____], 2003 by Assignor providing Assignee of written notice thereof; provided, further, if Assignee has also entered into a Fee Purchase Agreement and/or a Non-Sandwich Lease Assignment Agreement (as such terms are hereinafter defined) with Assignor or its affiliates, the Closing shall occur on the date that Assignee and Assignor consummate the purchase of such other fee owned property and/or non-sandwich lease. Although the transfer of the Lease and Sublease shall be deemed effective as of Closing, each party hereto, upon the receipt of a written request of the other party, agrees to execute and deliver to such other party any document reasonably necessary to consummate the transactions contemplated hereunder.

4. Release; Indemnity. Pursuant to Section 365(k) of the Bankruptcy Code, on and after Closing, Assignor and its estate shall be relieved from any liability for any breach of the Lease or Sublease occurring after the Closing, and Assignee agrees to defend and indemnify Assignor against, and hold Assignor harmless from, any and all claims, actions, proceedings, suits, costs,

[2] The Deposit shall equal the lesser of (i) $25,000 multiplied by the number of Leases or (ii) 10% of the Purchase Price.

liabilities, losses, damages or expenses, arising or occurring after the Closing in connection with Lease, the Sublease and the Premises, including, without limitation, the performance or observance or the failure or refusal to perform or observe any agreement or obligation of the tenant under the Lease and Sublease or any term or provision thereof required to be performed by the tenant under the Lease and Sublease after the date of this Agreement.

5. Free and Clear of Liens, Claims and Encumbrances. At Closing, the transfer of the Lease and Sublease shall be made free and clear of any liens, claims and encumbrances against Assignor's interest in the Lease and Sublease to the extent permitted under the Bankruptcy Code.

6. Adequate Assurance Information. On or prior to the Effective Date, Assignee, to the extent applicable, shall supply Assignor with (i) the full name and identity of Assignee; (ii) a current financial statement or such other proof of financial condition of Assignee; (iii) a written statement of Assignee's proposed use of the Premises; (iv) such other information relating to the proposed business to be conducted at the Premises and the business and operational experience of Assignee; (v) a projection of gross sales for any Lease that contains a percentage rent provision; and (vi) such other documentation as may be reasonably requested by the Bankruptcy Court to demonstrate "adequate assurance of future performance" by Assignee.

7. Proration of Rent and Other Charges. All rent and other obligations and charges paid or payable by tenant under the Lease and Sublease shall be prorated and adjusted to the Closing Date.

8. "AS-IS" Transaction. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT, THE ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE INTEREST (INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED FROM OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PREMISES; THE PHYSICAL CONDITION OF THE PREMISES OR THE IMPROVEMENTS; THE SQUARE FOOTAGE OF THE PREMISES OR THE IMPROVEMENTS; THE PRESENCE OR ABSENCE OF ANY "HAZARDOUS MATERIALS" IN, ON OR ABOUT THE PREMISES OR ANY OTHER MATTER RELATING TO THE ENVIRONMENTAL CONDITION OF THE PREMISES; THE ZONING OF THE PREMISES; THE POSSIBILITY OF DEVELOPING OR USING THE PREMISES IN THE MANNER CONTEMPLATED BY ASSIGNOR OR OBTAINING ANY CONSENTS, PERMITS, APPROVALS, AUTHORIZATIONS OR ENTITLEMENTS IN CONNECTION THEREWITH; THE VALUE OF THE INTEREST; THE FITNESS OF THE PREMISES FOR ANY PARTICULAR PURPOSE OR USE; THE ACCURACY, COMPLETENESS, OWNERSHIP OR TRANSFERABILITY OF ANY DOCUMENTS OR OTHER MATERIALS FURNISHED TO ASSIGNEE WITH RESPECT TO THE PREMISES (OR ANY PORTION THEREOF); THE TITLE OF THE PREMISES; OR ANY OTHER MATTER OR THING RELATING TO THE PREMISES OR THE INTEREST). ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNEE HAS CONDUCTED OR WAIVED THE RIGHT TO AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PREMISES AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE PREMISES AND/OR THE INTEREST AS ASSIGNEE DEEMED NECESSARY OR

APPROPRIATE AND THAT ASSIGNEE IS ACQUIRING THE INTEREST HEREUNDER BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS OR ASSIGNEE'S INDEPENDENT JUDGMENT. ACCORDINGLY, ASSIGNEE HEREBY ACCEPTS THE PREMISES AND INTEREST "AS IS" AND "WITH ALL FAULTS."

9. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee, that to the Knowledge (hereinafter defined) of Assignor, as of the Effective Date and on the Closing Date, as follows:

(a) Subject to the entry of the Sale Order, this Agreement has been duly and validly executed and delivered by Assignor and constitutes a valid and binding agreement of Assignor, enforceable against Assignor in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditor's rights generally from time to time in effect and to general equitable principles;

(b) On or prior to Effective Date, Assignor has delivered to Assignee a true, accurate and complete copy of the **[Lease/Sublease]**[3] (and all amendments thereto); and

(c) All cure amounts required under the Bankruptcy Code in connection with **[Lease/Sublease]**[4] have been paid or will be paid out of Closing proceeds as of Closing.

10. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor, as of the Effective Date and on the Closing Date, as follows:

(a) This Agreement has been duly and validly executed and delivered by Assignee and constitutes a valid and binding agreement of Assignee, enforceable against Assignee in accordance with its terms; and

(b) To the extent applicable, Assignee will, at all times after the Effective Date, be able to demonstrate "adequate assurance of future performance" under the Lease and Sublease as that term is defined in Section 365 of the Bankruptcy Code.

11. Covenants of Assignor. From and after the Effective Date until Closing, Assignor covenants as follows:

(a) Assignor shall not, without the consent of Assignee (which consent shall not be unreasonably withheld, conditioned or delayed), renew or amend the Lease or Sublease, or grant or voluntarily terminate any other interest in the Lease or Sublease;

(b) Assignor shall not encumber, sublease or otherwise grant any rights to any third-party with respect to any Premises; and

(c) Assignor shall not enter into any material contracts or agreements affecting the Lease, Sublease or Premises that will be binding on Assignee, from and after the

[3] Select the agreement to which the Assignee is not a party.

[4] Select the agreement to which the Assignee is not a party.

Effective Date, except as may otherwise be reasonably necessary to comply with Assignor's obligations hereunder or under the Lease or Sublease.

12. Higher or Better Offers; Sale Order.

(a) Auction Contingency; Higher or Better Offers. The parties agree that this Agreement is subject to any higher or better offer (as determined in accordance with the Auction Order (hereinafter defined)) received by Assignor from any bidder and awarded by Assignor and approved by the Bankruptcy Court in connection with a potential auction (the "Auction") of the Lease and Sublease conducted in accordance with the procedures set forth in the Auction Order.

(b) Auction Order. Assignor shall submit (if not previously submitted) a motion seeking an order (the "Auction Order") from the Bankruptcy Court with respect to the Auction and the procedures to be followed at the Auction.

(c) Sale Order. Notwithstanding the contingency relating to higher or better offers set forth in Section 12(a), the parties agree that this Agreement and the Closing contemplated herein shall remain subject to the entry of an order in form and substance reasonably satisfactory to Assignor (the "Sale Order") by the Bankruptcy Court approving the transfer of the Lease and Sublease as contemplated herein. Upon entry of the Sale Order by the Bankruptcy Court, the parties shall attach a true and correct copy of the Sale Order to this Agreement as Exhibit B, and the Closing shall occur in the manner provided herein.

(d) Remedy for Failed Contingencies. If (i) any higher or better offer is accepted by Assignor and approved by the Bankruptcy Court in connection with an Auction of the Lease and Sublease or (ii) despite no higher or better offer being accepted by Assignor and approved by the Bankruptcy Court, the Bankruptcy Court shall have denied the entry of a Sale Order with respect to the transfer of the Lease and Sublease pursuant to the terms of this Agreement, then this Agreement shall immediately terminate, the Deposit shall be returned to Assignee, and thereafter neither party shall have any rights or obligations hereunder.

13. Default. If Assignee shall default in any material respect under this Agreement, Assignor's sole and exclusive remedy shall be to terminate this Agreement immediately upon written notice thereof to Assignee, whereupon Assignor shall receive the entire Deposit as liquidated damages and not as a penalty (it being acknowledged that actual damages are incapable of being ascertained). If Assignor shall default in any material respect under this Agreement, Assignee's sole and exclusive remedy shall be to terminate this Agreement immediately upon written notice thereof to Assignor, whereupon Assignee shall receive the entire Deposit.

14. Possession; Removal Work. Possession of each Premises shall be delivered to Assignee on the Closing Date. For the ten (10) days immediately following Closing Date (the "Removal Period"), Assignor and its agents and representatives shall, at its sole cost and expense, and subject to the rights of the applicable Landlord and Assignee, have the right and

license to enter onto the Premises for the sole purpose of removing any personal property or trade fixtures that Assignor deems desirable (the "Removal Work"), it being agreed by the parties that Assignor shall be under no obligation to remove any such personal property or trade fixtures. Any personal property or trade fixtures not so removed by Assignor prior to the expiration of the Removal Period shall be deemed surrendered to Assignee at and as of the expiration of the Removal Period without cost or liability to Assignee and without further act of Assignor.

15. Casualty. If at any time on or prior to the Closing Date, all or any part of any Premises is damaged or destroyed by fire or other casualty (a "Casualty"), Assignor shall notify Assignee promptly thereof. If the Casualty relates to all or a Substantial Portion (hereinafter defined) of such Premises, Assignee shall have the right, but not obligation to terminate this Agreement immediately by giving written notice thereof to Assignor not later than the earlier to occur of (i) ten (10) days after the date of Assignee's receipt of the notice of Casualty from Assignor or (ii) the Closing Date (the failure of Assignee to deliver such notice within such time being deemed a waiver of the right to terminate this Agreement), whereupon Assignee shall receive the entire Deposit and the parties hereto shall thereafter be relieved of any further obligations hereunder. If any such Premises is so destroyed by Casualty prior to Closing and Assignee does not terminate this Agreement within such ten (10) days, or the Casualty relates to less than a Substantial Portion of such Premises, then Assignee shall accept such Premises notwithstanding such Casualty and Assignor shall assign to Assignee at Closing all of Assignor's right, title and interest in and to any insurance proceeds to which it may be entitled with respect to such Casualty. As used in this Section and in Section 16, the term "Substantial Portion" with respect to any Premises means either ten percent (10%) or more of the square footage of the principal building comprising the Premises or twenty-five percent (25%) or more of the then-current fair market value of the Premises, as determined by independent appraisal.

16. Condemnation. If at any time on or prior to the Closing Date, condemnation proceedings are commenced against any Premises, or any part thereof, Assignor shall notify Assignee promptly thereof. If the condemnation proceedings would result in the taking (a "Taking") of all or a Substantial Portion of such Premises, Assignee shall have the right, but not obligation to terminate this Agreement immediately by giving written notice thereof to Assignor not later than the earlier to occur of (i) ten (10) days after the date of Assignee's receipt of the notice of Taking from Assignor or (ii) the Closing Date (the failure of Assignee to deliver such notice within such time being deemed a waiver of the right to terminate this Agreement), whereupon Assignee shall receive the entire Deposit and the parties hereto shall thereafter be relieved of any further obligations hereunder. If any such Premises is so taken by any Taking prior to Closing and Assignee does not terminate this Agreement within such ten (10) days, or the Taking is for less than a Substantial Portion of such Premises, then Assignee shall accept such Premises notwithstanding such Taking and Assignor shall assign to Assignee at Closing all of Assignor's right, title and interest in and to any award pertaining to such Premises made in connection with such Taking.

17. Court Approval/Cure Amount. If the Bankruptcy Court does not approve the assignment and assumption of the Lease and Sublease pursuant hereto for any reason other than a material breach of this Agreement by Assignee, or if Assignor is unable to reach agreement (as determined in its sole discretion) with the landlord and/or subtenant on an amount acceptable to

Assignor required to cure any defaults under the Lease and/or Sublease as required under Section 365(b) of the Bankruptcy Code, then this Agreement shall terminate and Assignee shall have no further claims against Assignor. If the Assignee is either the landlord or subtenant under the Lease or Sublease, it hereby expressly waives its right to receive any cure payment under Section 365(b) or otherwise and further acknowledges and agrees that all payments or other amounts due Assignee under the Lease or Sublease, however described or denominated, have been paid through the Closing or hereby waived and released, with the result that Assignor shall not have any obligation whatsoever under the Lease or the Sublease (or with respect to the Premises) arising from and after the Closing.

18. Miscellaneous.

(a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon the earlier of receipt or three (3) business days after (i) deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, (ii) deposit with Federal Express or similar overnight courier, or (iii) delivery by hand, and addressed as follows:

If to Assignor:

Fleming Companies, Inc.
1945 Lakepointe Drive
Lewisville, TX 7507
Attn: _____

with a copy to:

Kirkland & Ellis
200 E. Randolph Drive
Chicago, Illinois 60601
Attn: Robert T. Buday, Esq.
Geoffrey A. Richards

If to Assignee:

_____
_____
_____
_____

with a copy to:

_____
_____
_____
_____

or such other address as either party may, from time to time, specify in writing to the other.

(b) Brokers and Finders. Neither party has had any contact or dealings regarding the Lease, the Sublease or the Premises, or any communication in connection with the

subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the transactions contemplated herein, other than Keen Consultants, LLC, (the "Assignor's Broker") and _____ (the "Assignee's Broker"). Assignor shall pay Assignor's Broker the amount to which Assignor's Broker is entitled (if any) in accordance with Assignor's agreement with Assignor's Broker. Assignee shall pay Assignee's Broker the amount to which Assignee's Broker is entitled (if any) in accordance with Assignee's agreement with Assignee's Broker. Each party hereto hereby indemnifies the other party from and against the claims of any person claiming a brokerage or finders fee or commission by, through, or under such party. This Section shall survive the Closing or the earlier termination of this Agreement.

(c) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators, and assigns. No assignment of this Agreement by Assignee shall relieve Assignee of its obligations hereunder.

(d) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Assignor and Assignee.

(e) Governing Law. With respect to the Lease and the Sublease, this Agreement shall be governed by, construed in and enforced in accordance with the laws of the State in which the Premises are located without regard to choice of law rules.

(f) Merger of Prior Agreements. This Agreement, as may be amended, and the exhibits attached hereto constitute the entire agreement between Assignee and Assignor with respect to the assignment and assumption of the Lease and Sublease and supersede all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

(g) Time of the Essence. Time is of the essence in this Agreement.

(h) Consent or Waiver. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other party of the same or any other obligations hereunder.

(i) Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all parties hereto.

(j) Captions. Captions herein are for convenience of reference only and in no way define, limit, or expand the scope or intent of this Agreement.

(k) Gender. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.

(l) Severability. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

(m)Business Day. As used herein, the term "Business Day" shall mean any day other than Saturday, Sunday or any day banks are authorized or required to be closed in Chicago, Illinois.

(n) Knowledge. As used herein, the term "Knowledge" with respect to Assignor shall mean the actual knowledge of David Stegman, without any independent investigation.

(o) Submission to Jurisdiction. Each party hereto hereby submits to the exclusive jurisdiction of the United States BANKRUPTCY Court FOR THE DISTRICT OF DELAWARE for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party hereto irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

(p) Submission of Irrevocable Offer; Acceptance of Offer. By its execution and delivery of this Agreement to Assignor, as of _____, 2003 (the "Offer Date") Assignee hereby submits to Assignor an irrevocable offer (the "Offer") to assume all of Assignor's obligations under each Lease on the terms and conditions herein set forth. This Offer shall remain irrevocable until the earlier to occur of (i) the acceptance of the Offer by Assignor by its execution of this Agreement or (ii) the closing of the transactions consummating the disposition of the Lease, Sublease and Premises described herein.

[PACKAGE DEALS INVOLVING FEE OWNED PROPERTIES OR NON-SANDWICH LEASES ADD:

(r) Purchase Agreement. At Closing, Assignor shall convey to Assignee fee simple title to each property identified on Exhibit C (each, a "Fee Property" and, collectively, the "Fee Properties"), in accordance with that certain Purchase Agreement (the "Purchase Agreement") of even date herewith by and between Assignor and Assignee, executed pursuant to the bid procedures approved by the Bankruptcy Court with respect to the Auction. In consideration of such conveyance, Assignee shall pay to Assignor the amount set forth as the "Fee Property Consideration" on Exhibit C attached hereto, all in accordance with the Purchase Agreement. If either party shall default under the Purchase Agreement (beyond any applicable notice and cure period), such failure shall constitute a material default by such party hereunder.]

(s) Non-sandwich Leases. At closing, Assignor shall assign to Assignee each of the leases identified on Exhibit D (each, a "Non-Sandwich Lease" and, collectively, the "Non-Sandwich Leases"), in accordance with that certain Assignment and Assumption Agreement (the "Non-Sandwich Lease Assignment Agreement") of even date herewith by and between Assignor and Assignee, executed pursuant to the bid procedures approved by the Bankruptcy Court with respect to the Auction. In consideration of such conveyance, Assignee shall pay to Assignor the amount set forth as the "Non-Sandwich Lease Consideration" on Exhibit D attached hereto, all in accordance with the Non-Sandwich Lease Assignment Agreement. If either party shall default under the Non-Sandwich Lease Assignment Agreement (beyond any applicable notice and cure period), such failure shall constitute a material default by such party hereunder.]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

ASSIGNOR:

[FLEMING COMPANIES, INC., an Oklahoma corporation]

By:_____
Name:_____
Title:_____

ASSIGNEE:

_____,
a _____

By:_____
Name:_____
Title:_____

Title Company hereby acknowledges receipt of the Deposit referred to in the foregoing Agreement agrees to accept, hold and return such Deposit, and disburse any funds received thereunder, in accordance with the provisions of such Agreement.

TITLE COMPANY:

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation

By:_____
Name:_____
Title:_____

EXHIBIT A

Sandwich Lease

Sandwich Lease	Landlord	Subtenant
1.		
Purchase Price:	$	

EXHIBIT "B"

Sale Order

[TO BE ATTACHED AFTER ENTRY BY BANKRUPTCY COURT]

EXHIBIT "C"

[Fee Properties]

Fee Properties	
1.	
2.	
3.	
4. **[** ***add more rows if necessary*** **]**	
Fee Property Consideration:	**$**

EXHIBIT "D"

Non-Sandwich Leases

Non-Sandwich Lease	**Landlord**
1.	
2.	
3.	
4. **[** ***add more rows if necessary*** **]**	
Non-Sandwich Lease Consideration:	**$**