

2. I am familiar with the facts and circumstances of this litigation and make this affidavit based upon personal knowledge.

3. Appended hereto as Exhibit A is a true and correct copy of the Settlement Agreement, dated January 28, 2003, and entered into between plaintiff and defendant.

4. Appended hereto as Exhibit B is a true and correct copy of a demand letter, dated May 5, 2004, from the defendant, demanding return of the earnest money paid pursuant to the Asset Purchase Agreement.

5. Appended hereto as Exhibit C is a true and correct copy of a letter dated June 16, 2004, from our office and sent to various attorneys for the defendant, demanding that the lis pendens be released.

6. On June 16, 2004, our office received copies of the eleven lis pendens. Upon receipt of such documents, we contacted each of the two attorneys who were purportedly representing the defendant in this matter. We informed each of defendant's attorneys that the lis pendens were baseless, abusive and contrary to established Idaho and Colorado law. Each of defendant's attorneys disavowed any involvement with or participation in the execution of the lis pendens.

7. One of the attorneys for the defendant, Mr. Wade Curtis, suggested that we contact an attorney in Denver, Colorado, whom he believed might have knowledge of the lis pendens. We contacted the Denver attorney to whom we had been referred, and such counsel, Mr. Richard Gross, admitted that he had knowledge of the

lis pendens, although he too denied any involvement with or participation in the production or recordation of the lis pendens.

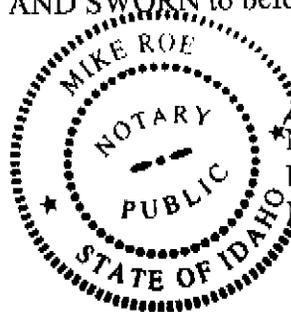
FURTHER, YOUR AFFLANT SAITH NAUGHT.

DATED this 18th day of June, 2004.

Jason G. Murray
Jason G. Murray

SUBSCRIBED AND SWORN to before me this 18th day of June, 2004.

Mike Roe
NOTARY PUBLIC FOR IDAHO
Residing at Payette
My Commission Expires 5-27-9



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of June, 2004, I caused a true and correct copy of the foregoing **AFFIDAVIT OF JASON G. MURRAY IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION AND EXPUNGEMENT OF LIS PENDENS** to be served by the method indicated below, and addressed to the following:

Robert L. Chortek
BERLINER COHEN
10 Almaden Boulevard, 11th Floor
San Jose, CA 95113-2233
Fax: (408) 998-5388

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile

Wade Curtis
2611 Stoney Fork Way
Boise, ID 83706
Fax: (208) 345-4461

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Michael O. Roe

American Food Stores LLC
Manjit Singh Sahota
5966 Ridge Park Dr.
Loomis, CA. 95650
916-276-4271
Fax. 916-652-8575

Dated: May 5, 2004

Mr. D. Craig Christensen, Brian Naeve, Tom Gratton,
Amresco Commercial Finance, LLC., Recuperos, LLC. and
Security Guaranty Title Company:

As you all and the title company knows that your company is holding our \$306,000.00, which was good faith deposit towards the purchase of your stores. Your hired Title Company released our deposit without all the required signatures to your company. As we have heard that you have entered into a contract to sell Colorado stores to another party, we hereby request that our entire deposit shall be returned either by your company or the Title Company to us within 5 working days from the date of this letter. We do not think that we will have any problem to establish in the court of law that the title company and your company financially and emotionally damaged us. There are lots of people in Denver, Colorado, who are ready to testify that they lost lot of money to your company during the offering of your Colorado stores.

If we did not hear from your company or the title company within the time frame of this letter, we will have no choice but to start litigation to recover our earnest deposit or the right to buy the Colorado stores in the court of law. We are not interested in law-suites or pending actions against your stores because that is not our style of doing business. All we are interested at this time is to recover our deposit either from your company or the title company or both. We hope this can be worked out without involving courts and attorneys. It will be way economical for all parties involved.
Please let us know either way.
Thank you,

Yours truly,



Manjit Singh Sahota

CC: Security Guaranty Title Company
CC: Amresco Commercial Finance LLC
CC: Brian Naeve
CC: D Craig Christensen

EXHIBIT B

Boise
Idaho Falls
Pocatello

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

Eugene C. Thomas
John W. Barrett
R. B. Rock
Richard C. Fields
Robert E. Bakes
John S. Sunko
John C. Ward
D. James Manning
Gary T. Dance
Larry C. Hunter
Morgan W. Richards
Mark A. Ellison
Randall A. Peterman
Mark S. Prusynski
Stephen R. Thomas

Glenna M. Christensen
Gerald T. Husch
Scott L. Campbell
Robert B. Burns
James C. Dalt
Michael E. Thomas
Patricia M. Olsson
James C. deGlee
Bradley J. Williams
Lee Radford
Michael O. Roe
David S. Jensen
James L. Martin
C. Clayton Gill
David P. Gardner

Julian E. Gabiola
Angela Schaefer Kaufmann
Kimberly D. Evans Ross
Benjamin H. Schwartz
Jon A. Stenquist
Eric M. Batzee
Bradley J. Dixon
Jason G. Murray
Mark C. Peterson
Andrew J. Waldera
Shawn C. Nunley

Willis C. Moffatt, 1907-1980
Kirk R. Helvie, 1956-2003

June 16, 2004
*via Facsimile
and U.S. Mail*

US Bank Plaza Building
101 S Capitol Blvd 10th Fl
PO Box 829
Boise, Idaho 83701 0829

208 345 2000
800 472 2889
208 385 5384 Fax
www.moffatt.com

Robert L. Chortek
Berliner Cohen
10 Almaden Boulevard, 11th Floor
San Jose, CA 95113-2233

Wade Curtis
Bclnap & Curtis L.L.P.
1401 Shoreline Drive, Suite 2
Post Office Box 7685
Boise, ID 83707-1685

Re: Recuperos, LLC v. American Food Stores, LLC
MTBR&F File No. 19111.0020

Gentlemen:

As I have discussed with each of you during separate telephone calls earlier this morning, it has come to our attention that your clients, American Food Stores and/or its principals, have attempted to thwart Recuperos' sale of its Colorado properties. Specifically, copies of eleven lis pendens, purporting to affect each of the aforementioned properties, were faxed to our client's offices this morning. Copies of the lis pendens are attached hereto as Exhibit A. In addition, one or more telephone calls have been placed to the buyers of the Colorado properties, in which the caller has made threats with the apparent purpose of derailing the purchase and sale transaction. As we further discussed, the closing of such transaction is scheduled for today.

The lis pendens have been produced in bad faith and for the sole purpose of disrupting the pending sale of the Colorado properties. Moreover, the notices fail to comply with and are contrary to both the Idaho and Colorado lis pendens statutes. In fact, the face of the documents themselves are perjurious in that the claim that "a civil action has been commenced and is pending in the court named above wherein the parties named above have each asserted a claim affecting the title to real property" is patently false. Recuperos has filed an action for declaratory relief regarding the enforceability of a settlement agreement, which action is based solely on contractual provisions regarding a right to certain monies, not title to real estate. This point is further borne out by the fact that American Food Stores has never demanded or otherwise sought specific performance of the purchase agreement, it has simply demanded

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EXHIBIT C

Robert L. Chortek
Wade Curtis
June 16, 2004
Page 2

return of its earnest money. To date, no pleading has been filed in response to our Verified Complaint. Finally, as we have discussed, your clients' claims are weak to the point of being absurd in that the matter was fully resolved in the Settlement Agreement, a copy of which is attached hereto as Exhibit B. Accordingly, the facts of this case, even if liberally viewed in favor of your clients, do not support the filing of a lis pendens.

In light of the foregoing, demand is hereby made that American Food Stores withdraw the lis pendens by close of business today. If this demand is disregarded, we will amend our pleadings to add a claim quieting title, for slander of title and for tortious interference with contract. In addition, we will seek to join Manjit Sahota, personally, as a defendant in this matter, together with any other person or entity which is complicit in this ill-advised course of action. Your clients should understand fully their clear liability in this matter. More importantly, they should understand that, if the pending transaction is terminated due to their actions, my client's damages will be substantial and provable.

Each of you has informed me that the lis pendens were produced without your assistance or knowledge, and I have no reason to doubt such assertion. At this point, however, I believe that it is your ethical obligation to rectify a situation in which your clients have utilized a fictitious document and abused the legal process in order to cause immediate and substantial harm to my client.

Please call me at 208-385-5438, before close of business today, in order to inform us of your intentions in this regard.

Very truly yours,

Michael O. Roe

MOR/vrg

Enclosures

cc: Brian Naeve
Thomas Gratton