SOUTHERN DISTRICT OF NEW YORK		
	X	
	:	
In re	:	Chapter 11
	:	
FIRESTAR DIAMOND INC., et al., <sup>1</sup>	:	Case No. 18-10509 (SHL)
	:	
Debtors.	:	Jointly Administered
	:	
	X	

UNITED STATES BANKRUPTCY COURT

## ORDER AUTHORIZING SALE OF CERTAIN INVENTORY (J. C. PENNEY) FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES AND GRANTING RELATED RELIEF

The Trustee Richard Levin has filed a motion (the "Motion") for an order authorizing him to sell the interest of Firestar Diamond, Inc. ("Firestar") in certain consignment inventory, described in Bill of Sale attached as Exhibit A to the Motion, free and clear of all liens, claims, interests, and encumbrances under section 363 of the Bankruptcy Code; and the Court finding that: (i) the purchaser J. C. Penney Company, Inc. (the "Purchaser") is a purchaser in good faith within the meaning of 11 U.S.C. § 363(m); (ii) the Trustee has given appropriate notice of the Motion and the sale under the circumstances and no other or further notice is necessary; and (iii) in light of the absence of any objections or other responses to the Motion and the notice given by the Trustee, any party with a lien, claim, encumbrance, or other interest in or against the Penney Memo Inventory has consented to the sale free and clear within the meaning of 11 U.S.C. § 363(f)(2),

## IT IS ORDERED:

1. The Trustee is authorized under 11 U.S.C. § 363(b) and (f) and Fed. R. Bankr. P. 6004 to sell Firestar's interest in the inventory listed on the Schedule attached to the Bill of Sale

<sup>&</sup>lt;sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Firestar Diamond, Inc. (2729), Fantasy, Inc. (1673), and A. Jaffe, Inc. (4756).

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attached as Exhibit A to this Order to the Purchaser for \$1,000,000, subject to adjustment as

provided in the Bill of Sale, in cash (the "Purchase Price") under the Bill of Sale.

2. The sale of the inventory to the Purchaser shall be free and clear of all liens, claims,

encumbrances, or other interests, with any such interests to attach to the proceeds of the sale.

3. The Purchaser is deemed to have purchased the inventory in good faith, as that

term is used in section 363(m) of the Bankruptcy Code, and no reversal or modification of this

Order on appeal will affect the validity of the Bill of Sale or the transactions contemplated thereby.

4. The Bill of Sale and the transactions contemplated thereby may not be avoided

under section 363(n) of the Bankruptcy Code.

5. Under Fed. R. Bankr. P. 6004(h), this Order shall not be stayed for fourteen days

after entry, but shall be effective and enforceable immediately.

6. This Court shall retain exclusive jurisdiction to enforce the provisions of this

Order. To the extent any provisions of this Order are inconsistent with the Motion, the terms of

this Order shall control.

Dated: October 15, 2018

New York, New York

/s/ Sean H. Lane

United States Bankruptcy Judge

EXHIBIT A (Bill of Sale)

### **BILL OF SALE**

THIS BILL OF SALE is executed and delivered as of \_\_\_\_\_\_\_, 2018, by RICHARD LEVIN, NOT INDIVIDUALLY BUT SOLELY IN HIS CAPACITY AS CHAPTER 11 TRUSTEE ("Seller") OF FIRESTAR DIAMOND, INC., a Delaware corporation ("Debtor") and J.C. PENNEY COMPANY, INC., ("Buyer") (each a "Party"). Seller and Buyer agree:

- 1. <u>Transfer of Transferred Assets</u>. Effective as of the date hereof, for the consideration set forth in Section 3 of this Bill of Sale, Seller sells, assigns, transfers, and delivers to Buyer all of Seller's right, title and interest in, to, and under the inventory listed on the attached Schedule (the "**Transferred Assets**"), in each case free and clear of all liens, claims, and encumbrances.
- 2. <u>Title to Assets</u>. Whenever and as often as reasonably requested to do so by Buyer, Seller agrees to acknowledge, execute, and deliver such other instruments of transfer and take such other action as may be required more effectively to transfer to, and vest in, Buyer all of Seller's right, title, and interest in, to, and under the Transferred Assets.
- 3. <u>Purchase Price</u>. In consideration of the transaction contemplated hereby (the "**Transaction**"), Buyer shall, subject to the terms and conditions of this Bill of Sale, pay Seller an aggregate amount of \$1,000,000.00, as adjusted below (the "**Purchase Price**").

All of the Transferred Assets have been on consignment from Seller to Buyer. If and to the extent that Buyer sells any of the Transferred Assets from July 12, 2018 until the closing of this sale and has paid Seller the regular consignment purchase price for the sold items before the closing of this sale, the Purchase Price shall be decreased by the amount actually paid.

- 4. "AS IS" Transaction. Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever, statutory, express, or implied, with respect to any matter relating to Debtor's diamond and jewelry businesses (the "Business") or with respect to the Transferred Assets, including income to be derived or expenses to be incurred in connection with the Business or the Transferred Assets, the physical condition of any personal property comprising any part of the Transferred Assets, the value or transferability of the Transferred Assets (or any portion thereof), or the merchantability or fitness for any particular purpose as to any portion of the Transferred Assets. Buyer acknowledges that Buyer has had an opportunity to conduct an independent inspection and investigation of the physical condition of the Transferred Assets. Accordingly, Buyer accepts the Transferred Assets at the closing date "AS IS," "WHERE IS," and "WITH ALL FAULTS," subject to the provisions of this Bill of Sale providing that the sale of the Transferred Assets is free and clear of all liens, claims, and encumbrances.
- 5. <u>Binding Effect</u>. This Bill of Sale shall be binding upon, and inure to the benefit of, Seller's and Buyer's respective successors and assigns.
- 6. <u>Counterparts</u>. This Bill of Sale may be executed in several counterparts (including by fax or PDF via email), each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement.
- 7. <u>Governing Law; Venue.</u> This Bill of Sale is and shall be deemed to be a contract entered into and made under the laws of the State of New York and shall in all respects be governed,

construed, applied and enforced in accordance with the laws of said State, without reference to its conflict of laws principles. Any action, claim, suit, or proceeding arising out of, based upon or relating to this Bill of Sale or the Transaction (an "Action") shall be brought solely in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Each Party agrees that it will not bring any Action in any other court; but if the Bankruptcy Court does not have jurisdiction, any Action shall be heard and determined solely in the appropriate courts located in the County of New York. Each Party irrevocably waives to the fullest extent permitted by applicable law any and all right such Party may have to trial by jury in any Action.

8. <u>Seller Capacity as Trustee of the Debtor; Limitation on Liability</u>. Buyer acknowledges that Seller is the Chapter 11 trustee of the Debtor and that Seller enters into this Bill of Sale solely in his capacity as Chapter 11 trustee of the Debtor and not in his personal capacity, and no liability or obligations accrue to him personally as a result of this Bill of Sale. Buyer acknowledges and understands that (i) case no. 18-10509-SHL was filed as a voluntary case and that the Seller has very limited information regarding the Debtor and its assets, and the sale of the Transferred Assets is "as is" "where is" as set forth in Section 4 of this Bill of Sale and (ii) any claim that it may assert under this Bill of Sale or under the Transaction will be made solely against the Debtor's bankruptcy estate.

RICHARD LEVIN, NOT INDIVIDUALLY BUT SOLELY IN HIS CAPACITY AS CHAPTER 11 TRUSTEE OF FIRESTAR DIAMOND, INC.

J. C. PENNEY COMPANY, INC.

**Schedule of Transferred Assets** 

	Α	В	С	D	E	F	G
1	Sr	Lot	Sub	Line	Style	Grp	JCP Qty
2	1	1026	472	106	BE50478K-FWECW3RN3.0	Grp 38 MODERN BRIDE	3
3	2	1031	472	109	BE50389K-FWMW3RN3.00	Grp 38 MODERN BRIDE	28
4	3	1033	471	108	ESRSS131J-FWRN3.00	Grp 16 DIAMONDS	4
5	4	1034	471	107	ESPSS113J-FWPW2.00	Grp 16 DIAMONDS	4
6	5	1035	471	106	ESRSS131N-FWRN3.00	Grp 16 DIAMONDS	5
7	6	1052	471	104	ESRSS132P-FWJ+I2I3.0	Grp 16 DIAMONDS	0
8	7	1081	476	104	GR90134D-KXRBN6.00	Grp 16 DIAMONDS	23
9	8	1096	474	109	WA16070E-KWRN6.00	Grp 38 MODERN BRIDE	66
10	9	1175	471	106	ESRSS132P-FYJ+I2I3.0	Grp 16 DIAMONDS	2
11	10	1181	471	108	ESRSS139P-FWHII1.00	Grp 16 DIAMONDS	0
12	11	1310	471	102	ESRSS131E-FWRN3.01	Grp 16 DIAMONDS	11
13	12	1379	474	107	WA16178A-KWRN6.01	Grp 38 MODERN BRIDE	7
14	13	1402	474	108	BE5220H-FWRN3.00	Grp 38 MODERN BRIDE	4
15	14	1411	474	107	BE5222E-FWPW2.00	Grp 38 MODERN BRIDE	1
16	15	1720	473	104	FR8902D-SSRBLI2SN6.0	Grp 38 MODERN BRIDE	2
17	16	1909	474	106	AB1635R-KWRBN5.01	Grp 38 MODERN BRIDE	95
18	17	2030	474	106	AB21617G-KYRN6.00	Grp 38 MODERN BRIDE	6
19	18	2032	474	104	AB21644I-KYRN6.00	Grp 38 MODERN BRIDE	6
20	19	2118	437	107	ESPSS112E-FWJI1.02	Grp 19 CLOSEOUTS	3
21	20	2121	437	102	ESRSS130H-FWJI1.03	Grp 19 CLOSEOUTS	2
22	21	2142	437	107	AB21076K-FWMW5RW4.01	Grp 19 CLOSEOUTS	24
23	22	2154	437	102	BE-ED1319KG-FWWS3RN3	Grp 19 CLOSEOUTS	2
24	23	2159	437	107	SR0007J-FWIJSI2.04	Grp 19 CLOSEOUTS	1
25	24	2183	474	101	WA16211G-FWRN5.11	Grp 38 MODERN BRIDE	181
26	25	2184	474	100	WA16173H-FWRN5.11	Grp 38 MODERN BRIDE	117
27	26	2185	474	109	RG16252H-FWRN5.11	Grp 38 MODERN BRIDE	172
28	27	2247	474	105	RG16409E-FWRN5.00	Grp 38 MODERN BRIDE	16
29	28	2248	474	104	RG16649D-FWRN5.00	Grp 38 MODERN BRIDE	27
30	29	2249	474	103	RG16645D-FWRN5.00	Grp 38 MODERN BRIDE	23
31	30	2250	474	109	RG16654C-FYRN5.00	Grp 38 MODERN BRIDE	19
32	31	2266	472	103	TS4464E-KUPW5RN6SN6.	Grp 38 MODERN BRIDE	152
33	32	2267	472	102	BS51082H-KURN6SN6.00	Grp 38 MODERN BRIDE	11
34	33	2269	472	100	GW51072G-KYRN6.00	Grp 38 MODERN BRIDE	18
35	34	2270	472	107	TG4464A-KYRN6.00	Grp 38 MODERN BRIDE	1
36	35	2271	472	106	TG4601L-KWSN6.00	Grp 38 MODERN BRIDE	85
37	36	2272	472	105	TS4601H-KWRN6SN6.00	Grp 38 MODERN BRIDE	93
38	37	2273	472	104	TS4591E-KYRN6SN6.00	Grp 38 MODERN BRIDE	118
39	38	2274	472	103	TG45910-KYRN6.00	Grp 38 MODERN BRIDE	110
40	39	2284	437	105	BE3943H-FWRW4TW4.02	Grp 19 CLOSEOUTS	2
41	40	2285	437	104	BE50577J-FWRN3RN3.11	Grp 19 CLOSEOUTS	20
42	41	2286	437	103	BE50838K-FWRN4TW0.17	Grp 19 CLOSEOUTS	11
43	42	2287	437	102	BE50967P-FWPB5PB5.14	Grp 19 CLOSEOUTS	2

	Α	В	С	D	E	F	G
1	Sr	Lot	Sub	Line	Style	Grp	JCP Qty
44	43	2288	437	101	BE51039R-FWRN3TW2.11	Grp 19 CLOSEOUTS	2
45	44	2289	437	100	BSR363K-FWRN4RN4.06	Grp 19 CLOSEOUTS	1
46	45	2291	437	106	NK-NK1178L-SSRN4.01	Grp 19 CLOSEOUTS	2
47	46	2292	437	105	P11654A-FWSW5.00	Grp 19 CLOSEOUTS	2
48	47	2297	472	106	TS4801G-KWRN6.00	Grp 38 MODERN BRIDE	20
49	48	2298	472	105	TG4801A-KWRN6.00	Grp 38 MODERN BRIDE	25
50	49	2299	472	104	TS4799F-KURN6.00	Grp 38 MODERN BRIDE	26
51	50	2300	472	101	TG4799B-KYRN6.00	Grp 38 MODERN BRIDE	20
52	51	2301	472	100	TS4756H-KUMW5RN6.00	Grp 38 MODERN BRIDE	14
53	52	2303	437	102	BE3965H-FWPW3.10	Grp 19 CLOSEOUTS	13
54	53	2304	437	101	BE50513K-FWCELBRN2.1	Grp 19 CLOSEOUTS	5
55	54	2305	437	100	BE50538K-FWIDI1RN4.4	Grp 19 CLOSEOUTS	15
56	55	2307	437	108	BE50679I-FWPB5RBN5.1	Grp 19 CLOSEOUTS	9
57	56	2308	437	107	BE50763P-FWPB5RBN5.4	Grp 19 CLOSEOUTS	31
58	57	2309	437	106	BE50832N-KWRN6+RN6.1	Grp 19 CLOSEOUTS	33
59	58	2310	437	103	BE51222K-FWEIDI1N4.2	Grp 19 CLOSEOUTS	1
60	59	2313	472	106	TG4756C-KYRN6.00	Grp 38 MODERN BRIDE	18
61	60	2316	472	103	TG4678L-KYRN6.00	Grp 38 MODERN BRIDE	24
62	61	2317	472	102	TE4678B-KURN6RN6.06	Grp 38 MODERN BRIDE	20
63	62	2323	472	104	TG4897Q-KWRN6.00	Grp 38 MODERN BRIDE	86
64	63	2324	472	103	TS4897G-KWRN6.00	Grp 38 MODERN BRIDE	91
65	64	2908	472	107	TS4382E-FYMW5SN6.00	Grp 38 MODERN BRIDE	26
66	65	2909	472	106	TG4382L-FYSN6.01	Grp 38 MODERN BRIDE	24
67	66	2950	470	106	P71197E-KYRN7BSW7.00	Grp 13 FASHION DIAMONDS	7
68	67	3051	472	100	BE4456P-KYPB5RN6TW51	Grp 38 MODERN BRIDE	8
69	68	3087	473	107	SR16052N-FWHII1.00	Grp 38 MODERN BRIDE	2
70	69	3135	470	102	E6785H-KWSN7.00	Grp 13 FASHION DIAMONDS	2
71	70	3136	470	101	E6785K-KWSN7.00	Grp 13 FASHION DIAMONDS	1
72	71	3318	437	103	AB1635P-FYRN3.09	Grp 19 CLOSEOUTS	3
73	72	3320	437	109	BL3880J-FWZN305.01	Grp 19 CLOSEOUTS	6
74	73	3321	437	108	CT18005G-FWCDI1.02	Grp 19 CLOSEOUTS	10
75	74	3322	437	107	GW95143H-FWCDIDI1.01	Grp 19 CLOSEOUTS	10
76	75	3323	437	106	WRR530C-FYRW4.01	Grp 19 CLOSEOUTS	14
77	76	3324	437	105	BE51126K-FWRN3TW2RB9	Grp 19 CLOSEOUTS	11
78	77	3328	437	101	GW5214E-FWIDI1.02	Grp 19 CLOSEOUTS	11
79	78	3329	437		ER-ED0007K-FWRN2.05	Grp 19 CLOSEOUTS	9
80	79	3330	437	107	AB21187K-FWRN3TW2.05	Grp 19 CLOSEOUTS	14
81	80	3333	437	104	BE50086P-FWPB5PB5.03	Grp 19 CLOSEOUTS	9
82	81	3334	437		BE51374P-FWHII1I2.01	Grp 19 CLOSEOUTS	14
83	82	3335	437		BE-ED1350K-FWRN4WS4	Grp 19 CLOSEOUTS	2
84	83	3367	472		BE5208K-KYPW5SN6.01	Grp 38 MODERN BRIDE	7
85	84	3383	472		BE51829K-FURN6.00	Grp 38 MODERN BRIDE	2

	Α	В	С	D	E	F	G
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1	Sr	Lot	Sub	Line	Style	Grp	JCP Qty
86	85	3445	437	109	P71294J-KWIJI2.01	Grp 19 CLOSEOUTS	15
87	86	3447	437		AB21382K-SSRN7B.05	Grp 19 CLOSEOUTS	10
88	87	3448	437	106	AB21720J-KYIJI201	Grp 19 CLOSEOUTS	18
89	88	3449	437	105		Grp 19 CLOSEOUTS	18
90	89	3450	437	101	P41367K-KWIJI2.01	Grp 19 CLOSEOUTS	25
91	90	3451	437	100	BE51814K-FWHII2.02	Grp 19 CLOSEOUTS	19
92	91	3452	437	109	AB1635P-FWRN3.23	Grp 19 CLOSEOUTS	20
93	92	3453	437	108	MEF078J-FWRW3RW3.04	Grp 19 CLOSEOUTS	5
94	93	3456	437	105	AB21561PH-FWRN3TW2.9	Grp 19 CLOSEOUTS	5
95	94	3459	437	102	AB21536P-FWRN3.06	Grp 19 CLOSEOUTS	6
96	95	3460	437	109	BE51374P-FWHII1I2.08	Grp 19 CLOSEOUTS	3
97	96	3566	472	108	BE52185K-KWRBN6.00	Grp 38 MODERN BRIDE	44
98	97	3567	472	107	BE52399K-KWRBN6PB5	Grp 38 MODERN BRIDE	34
99	98	3569	472	105	BE52444K-KWRBN6PB5	Grp 38 MODERN BRIDE	41
100	99	4004	473	105	FR71229E-KWPW5SN6.00	Grp 38 MODERN BRIDE	1
101	100	4022	437	108	N9109B-SSFYSW5.00	Grp 19 CLOSEOUTS	1
102	101	4211	437	109	E60002H-FWIDJKI1RBN	Grp 19 CLOSEOUTS	1
103	102	4214	437	106	P60002H-FWIDJKI1BN3-	Grp 19 CLOSEOUTS	11
104	103	4295	437	108	E60108F-QWRWC1RN2	Grp 19 CLOSEOUTS	2
105	104	4299	437	104	N30106P-FYRN3.03	Grp 19 CLOSEOUTS	6
106	105	4300	437	101	P40027F-QWRWC1RN2.00	Grp 19 CLOSEOUTS	17
107	106	4302	437	109	P40446F-FWPSW2RN4.	Grp 19 CLOSEOUTS	4
108	107	4303	437	108	P41234F-FWMW2RN4.0	Grp 19 CLOSEOUTS	3
109	108	4314	437	105	AB1635R-FWRN5T.01	Grp 19 CLOSEOUTS	7
110	109	4315	437	104	BE51376K-FWECW2RN3.6	Grp 19 CLOSEOUTS	9
111	110	4318	437	101	BE51684N-FYRN3RN3.05	Grp 19 CLOSEOUTS	3
112	111	4319	437	100	PN-ED1177K-FWRN3WS3	Grp 19 CLOSEOUTS	5
113	112	4320	437	107	BE51039R-FWRN4TW3.00	Grp 19 CLOSEOUTS	13
114	113	5083	472	107	BE52661K-FWSPCCW2RN3	Grp 38 MODERN BRIDE	33
115	114	5351	437	106	BE50517K-FXRFYSIRN3	Grp 19 CLOSEOUTS	1
116	115	5812	472	105	BE50595I-FWRN3RBLI1.	Grp 38 MODERN BRIDE	1
117	116	5814	472	103	BE50812J-FYRN3RBLI1.	Grp 38 MODERN BRIDE	8
118	117	5826	472	109	BE50584K-FWRN3RBLI1.	Grp 38 MODERN BRIDE	2
119	118	5836	472	107	BE50825K-FWN3RBLI1.0	Grp 38 MODERN BRIDE	2
120	119	6000	473	104	BE51366M-FWPWO2RN3.0	Grp 38 MODERN BRIDE	34
121	120	6001	473	103	BE51269J-FWPWO2RN3.0	Grp 38 MODERN BRIDE	1
122	121	6003	473	101	BE51360K-FWRNO3RN3.0	Grp 38 MODERN BRIDE	20
123	122	6004	473	100	BE-ED2444K-FWRNO3RN3	Grp 38 MODERN BRIDE	15
124	123	6005	473	109	BE52192K-FWRNO3RN3.0	Grp 38 MODERN BRIDE	21
125	124	6006	473	108	BE-ED2443K-FWRNO3RN3	Grp 38 MODERN BRIDE	22
126	125	6007	473	107	BE52173K-FWRNO3RN3.0	Grp 38 MODERN BRIDE	24
127	126	6008	473	106	BE-ED2451J-FWRNO3RN3	Grp 38 MODERN BRIDE	12

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	Α	В	С	D	E	F	G
1	Sr	Lot	Sub	Line	Style	Grp	JCP Qty
128	127	6039	474	108	GR90046E-KWRN6.00	Grp 38 MODERN BRIDE	4
129	128	6088	437	104	AB21222H-KWRN5.00	Grp 19 CLOSEOUTS	15
130	129	6089	437	103	GW95131F-FWIDHII1.00	Grp 19 CLOSEOUTS	7
131	130	6110	473	101	BE50845M-FWRNO3RN3.0	Grp 38 MODERN BRIDE	85
132	131	6112	473	109	BE50848J-FWRNO3RN3.0	Grp 38 MODERN BRIDE	114
133	132	6116	473	105	BE50819Z-FWRNO3RN3.0	Grp 38 MODERN BRIDE	1
134	133	7043	437	106	CT18071D-FYRN5.00	Grp 19 CLOSEOUTS	6
135	134	7044	437	105	FR71181J-FPRN5.01	Grp 19 CLOSEOUTS	18
136	135	7045	437	104	FR-ED1380H-FPRN3.01	Grp 19 CLOSEOUTS	19
137	136	7046	437	103	MR1456H-FWPW5.05	Grp 19 CLOSEOUTS	4
138	137	7047	437	102	BE50418K-FWEDI1IDI1.	Grp 19 CLOSEOUTS	3
139	138	7048	437	101	BE50440K-FYIDI1RN4.4	Grp 19 CLOSEOUTS	17
140	139	7049	437	100	BE50538K-FWIDI1RN4.3	Grp 19 CLOSEOUTS	18
141	140	7053	437	103	BSR363K-FWRN4RN4.10	Grp 19 CLOSEOUTS	11
142	141	8035	437	104	BE51025M-FSRN5TW5.0	Grp 19 CLOSEOUTS	15
143	142	8065	437	107	GW95054E-SSYYPW4.03	Grp 19 CLOSEOUTS	16
144	143	8066	437	106	GW5194F-FWZN307.18	Grp 19 CLOSEOUTS	30
145	144	8067	437	105	AB21436J-FYRN3.15	Grp 19 CLOSEOUTS	11
146	145	8068	437	104	BE-ED1784K-FURS4R4.2	Grp 19 CLOSEOUTS	9
147	146	8069	437	103	FR71309K-FYRN3.02	Grp 19 CLOSEOUTS	12
148	147	8070	437	100	AB21688K-FYRN3.02	Grp 19 CLOSEOUTS	9
149	148	8071	437	109	BSR001P-FYRW4RW4.06	Grp 19 CLOSEOUTS	18
150	149	8072	437	108	FR-ED0203Z-FWZN304.5	Grp 19 CLOSEOUTS	6
151	150	8073	437	107	AB21288N-FYRN3.12	Grp 19 CLOSEOUTS	9
152	151	8074	437	106	BE50578K-FWRN4RN4.01	Grp 19 CLOSEOUTS	10
153	152	8075	437	105	P40246M-FWRN3.03	Grp 19 CLOSEOUTS	4
154	153	8076	437	104	E40246K-FWRN3.04	Grp 19 CLOSEOUTS	4