

million, \$129 million, and \$127 million in 1997, 1996, and 1995, respectively. Future minimum lease payments under noncancelable operating leases having remaining terms in excess of one year as of September 26, 1997, are as follows:

	(IN MILLIONS)
1998.....	\$ 58
1999.....	49
2000.....	37
2001.....	26
2002.....	17
Later years.....	20
Total minimum lease payments.....	\$ 207

PURCHASE COMMITMENTS

In connection with the sale of its Fountain, Colorado, manufacturing facility to SCI Systems, Inc. ("SCI"), the Company is obligated to purchase certain percentages of its total annual volumes of CPUs and logic boards from SCI over each of the next two years. The Company has met these obligations through September 26, 1997, and believes it will meet them in the future. In addition, in the ordinary course of business, the Company has entered into agreements with vendors which obligate it to purchase product components which may not be common to the rest of the personal computer industry. For discussion regarding the accruals included in the consolidated balance sheets for the cost to cancel excess purchase orders, refer to the subheading "Significant Accounting Estimates", under the heading "Accounting Estimates" in these Notes to Consolidated Financial Statements.

LITIGATION

ABRAHAM AND EVELYN KOSTICK TRUST V. PETER CRISP ET AL.

In January 1996, a purported shareholder class action styled Abraham and Evelyn Kostick Trust v. Peter Crisp et. al was filed in the California Superior Court for Santa Clara County naming the Company and its then directors as defendants. The complaint sought injunctive relief and damages and alleged that acts of mismanagement resulted in a depressed price for the Company. In February 1996, the complaint was amended to add a former director as a defendant and to add purported class and derivative claims based on theories such as breach of fiduciary duty, misrepresentation, and insider trading. In July 1996, the Court sustained defendants' demurrer and dismissed the amended complaint on a variety of grounds and granted plaintiffs leave to amend the complaint. In October 1996, the plaintiffs filed a second amended complaint naming the Company's then directors and certain former directors as defendants and again alleging purported class and derivative claims, seeking injunctive relief and damages (compensatory and punitive) based on theories such as breach of fiduciary duty, misrepresentation, and insider trading. In July 1997, the Court granted in part and denied in part the Company's motion to strike most of the substantive allegations of the second amended complaint. The Court sustained the demurrer to plaintiffs' class claims but overruled the demurrer to the shareholder derivative claims. In September 1997, the Company brought a motion to reconsider portions of the court's order. The Third Amended Complaint was filed in October 1997, and eliminated the class action claims and restated claims against certain directors and former directors. In November 1997, the Company's Board of Directors appointed a special investigation committee and engaged independent counsel to assist in the investigation of the claims made in the Third Amended Complaint. Also in November 1997, the Company filed a demurrer to the Third Amended Complaint.