

EXHIBIT A

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement"), made this ___ day of September, 2004, by and between Yvette J. Gonzales (the "Plaintiff"), acting in her capacity as the duly appointed Chapter 7 Trustee of the Furr's Supermarkets, Inc. bankruptcy estate (the "Furr's Estate"), on the one hand, and Dantex Construction Company (the "Defendant"), on the other, is intended to extinguish the claims and obligations set forth below.

RECITALS

WHEREAS, on or about January 30, 2003, the Trustee filed her Complaint to Avoid Preferential Transfers against Defendant in the adversary proceeding captioned *Yvette J. Gonzales, Trustee v. Dantex Construction Company* in the United States Bankruptcy Court for the District of New Mexico (the "Bankruptcy Court"), Adv. Pro. No. 03-1061 S (the "Preference Action");

WHEREAS, the Trustee and the Defendant desire to settle the Preference Action and have agreed to execute this Agreement for such purpose and to extinguish the claims and obligations set forth below;

NOW, THEREFORE, it is agreed between the Trustee and the Defendant as follows:

AGREEMENT

1. The Defendant will pay the Furr's Estate \$118,000 within ten days of the date that the order approving this Agreement becomes a final and non-appealable order.
2. The Preference Action shall be dismissed with prejudice and all claims the Trustee asserted against the Defendant in the Preference Action shall be settled, released, and forever barred.

3. The Trustee and the Defendant shall each bear their respective costs and attorneys' fees incurred in the Preference Action and in connection with settlement thereof. The Trustee and the Defendant each acknowledge having had full opportunity to consult with counsel of their choice before executing this Agreement.

4. The Plaintiff, on her behalf and on behalf of the Furr's Estate, hereby voluntarily and knowingly releases and forever discharges the Defendant and its divisions, agents, officers, directors, employees, attorneys, successors, and assigns from any and all claims, demands, causes of action, costs, expenses, and requests for attorneys' fees, whether asserted or unasserted, with respect to any claims which the Plaintiff or the Furr's Estate may have against them as of the date hereof under 11 U.S.C. § 547, including but not limited to the claims that were made or raised in the Avoidance Action.

5. The Trustee and the Defendant warrant and represent to the other that no promise, inducement, or agreement not expressed herein has been offered, made, or relied on, and that this Agreement contains the entire agreement between the parties.

6. This Agreement is entered into under the laws of the State of New Mexico. Any dispute concerning this Agreement shall be brought before the Bankruptcy Court. If an action is filed to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

7. The Trustee and the Defendant understand and agree that this settlement is the compromise of doubtful and disputed claims, and the agreements and payments set forth herein are not to be construed as admissions of liability by any party, which liability is expressly denied.

8. This Agreement constitutes the entire understanding between the Trustee and the Defendant and may not be changed, modified or altered, nor any of its provisions waived, except by an agreement in writing signed on behalf of the Trustee and The Defendant.

9. This Agreement may be executed in counterparts, and a facsimile signature shall be acceptable as an original for all purposes.

IN WITNESS WHEREOF, the Trustee and the Defendant have executed this Agreement as of the date first written above.

The Plaintiff

The Defendant

DANTEX CONSTRUCTION COMPANY

Yvette J. Gonzales, in her capacity as
the Chapter 7 Trustee of the Furr's
Supermarkets, Inc. bankruptcy estate

By: _____
Farley Daniels, President