

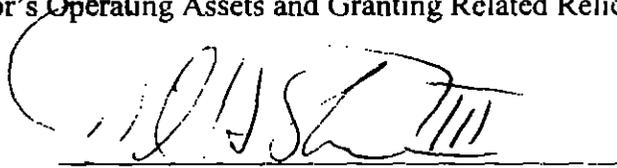
UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO

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In re:	:	CASE No. 01-11-10779-SA
	:	
FURR'S SUPERMARKETS, INC.	:	JUDGE JAMES S. STARZYNSKI
	:	
Debtor.	:	Chapter 11
-----X	:	

**ERRATA FILING TO THE OBJECTION OF  
GENERAL ELECTRIC COMPANY, GE LIGHTING TO DEBTOR'S  
MOTION FOR ORDER APPROVING SALE OF SOME OR ALL OF  
DEBTOR'S OPERATING ASSETS AND GRANTING RELATED RELIEF**

General Electric Company, GE Lighting, a secured creditor of Furr's Supermarkets, Inc., debtor and debtor in possession, by and through their attorneys, Dave Thomas & Associates, P.C. (David H. Thomas, III), hereby files the attached Exhibit "A" and Exhibit "B" as a part of the record which were inadvertently excluded from the Objection General Electric Company, GE Lighting to Debtor's Motion for Order Approving Sale of Some or All of Debtor's Operating Assets and Granting Related Relief filed on June 18, 2001.



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**Counsel for General Electric Company,  
GE Lighting**

CERTIFICATE OF MAILING

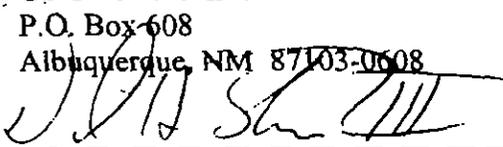
I HEREBY CERTIFY that a true copy of the foregoing was on the 19<sup>th</sup> day of June, 2001 to the following counsel of record.

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\_\_\_\_\_  
David H. Thomas, III

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Case No. 11-01-10779-SA  
Chapter 11

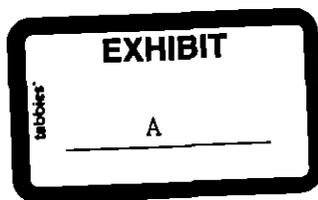
Debtor.

**AGREED ORDER RESOLVING GENERAL ELECTRIC COMPANY, GE LIGHTING'S  
OBJECTION TO DEBTOR'S MOTION FOR INTERIM AND FINAL ORDER (I)  
AUTHORIZING DEBTOR TO INCUR POST-PETITION SECURED INDEBTEDNESS,  
(II) GRANTING SECURITY INTERESTS, (III) MODIFYING AUTOMATIC STAY,  
AND (IV) GRANTING OTHER RELIEF**

This matter came before the Court on the debtor Furr's Supermarkets, Inc.'s (the "Debtor") Motion For Interim and Final Order (I) Authorizing Debtor to Incur Post-Petition Secured Indebtedness, (II) Granting Security Interests, (III) Modifying Automatic Stay, and (IV) Granting Other Relief (the "DIP Motion") and the objection thereto filed on February 14, 2001 (the "Objection") by the General Electric Company, GE Lighting ("GE Lighting"), and the Court, being duly advised in the premises and noting that the Debtor and GE Lighting have agreed to the entry of this order (the "Agreed Order"), as shown by the signatures set forth below, FINDS:

A. On February 8, 2001 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code") in this Court. The Debtor continues to operate its business and manage its properties as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

930209.2



B. Prior to the Petition Date, the Debtor entered into a Retailer Agreement and certain attachments thereto including, without limitation, a Consignment Agreement (collectively the "Agreement") with GE Lighting. Pursuant to the Agreement, the Debtor agreed to obtain from GE Lighting and GE Lighting agreed to supply to the Debtor, on both a sale and consignment basis, certain lamps and light bulbs (the "GE Merchandise").

C. The GE Merchandise in the Debtor's possession on the Petition Date was subject to GE Lighting's valid, perfected, first-in-time purchase money security interest therein.

D. GE Lighting and the Debtor have agreed:

(i) The Debtor and GE Lighting believe that the value (as measured by GE Lighting's invoice price) of the GE Merchandise in the possession of the Debtor as of the Petition Date was \$224,149.32;

(ii) The Debtor will purchase the GE Merchandise on hand on the Petition Date for the sum of \$224,149.32 in cash, payable within 7 days from the date hereof by wire transfer;

(iii) Upon such payment, the GE Merchandise in the Debtor's possession as of the date of such payment shall continue to be subject to GE Lighting's ownership, security, or other interest only to the extent, if any, the value thereof (on a cost basis) exceeds \$224,149.32;

(iv) The purchase shall be without prejudice to GE Lighting's or the Debtor's right to conduct further analyses or audits (at their own expense) relative to (a) the value of the GE Merchandise that was in the Debtor's possession on the Petition Date, and to assert that the actual value of such GE Merchandise was greater than or less than \$224,149.32 and (b) the amount of proceeds the Debtor received from the sale of the GE Merchandise. The Debtor will cooperate with GE Lighting in such analyses or audits, which analyses or audits shall be conducted in a reasonably prompt manner and shall not materially disrupt the Debtor's business operations;

(v) Within 15 days of the conclusion of the audits, the Debtor and GE Lighting will mutually determine the amount of GE Merchandise in the Debtor's possession as of the Petition Date and adjust the purchase price accordingly. If the Debtor and GE Lighting cannot agree as to such amount, the parties will promptly submit the issue for the Court's determination. Payment of any amounts and adjustments will be accomplished within a reasonable period thereafter;

(vi) Consistent with the requirements of section 363(c)(4) of the Bankruptcy Code, the Debtor shall, within forty days of the entry hereof, provide GE Lighting with an accounting reflecting all proceeds received by the Debtor from the Debtor's postpetition sale of the GE Merchandise;

(vii) The parties reserve all of their rights with respect to the amount of GE Lighting's secured claim in certain proceeds from the Debtor's sale of GE Merchandise prior and subsequent to the Petition Date; and

(viii) The parties reserve their respective rights as to whether the Agreement is an executory contract and, if so, whether the Agreement is assumable.

E. Notice and opportunity for hearing on this Agreed Order are adequate and proper under the particular circumstances.

F. The Court shall retain jurisdiction to determining all disputes arising under or in connection with this Agreed Order.

IT IS THEREFORE ORDERED:

1. The Objection is hereby withdrawn.

2. The agreement between GE Lighting and the Debtor set forth in this Agreed Order is approved in all respects.

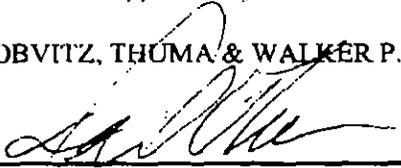
3. The Debtor may use funds borrowed pursuant to the Debtor-in-Possession financing that is the subject of the DIP Motion to make the payments and any adjustments thereto to GE Lighting as set forth above.

4. This Agreed Order contains the entire agreement between the parties with respect to the subject matter herein and may not be changed, amended, modified or altered except by written agreement signed by each party and approved by the Court or as otherwise ordered by the Court. No representations have been made or relied upon by the parties, except as set forth herein.



Submitted and approved by:

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By: 

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-and-

SKADDEN, ARPS, SLATE, MEAGHER & FLOM I.L.P

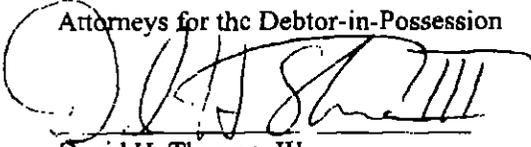
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Attorney for General Electric Company, GE Lighting

MODRALL, SPERLING, ROEHL, HARRIS & SISK

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Attorney for Heller Financial, Inc., as agent

By: FURRS;

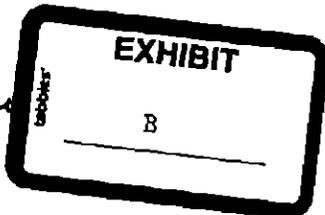
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Page 2/3

GENERAL ELECTRIC  
INVENTORY ROLLFORWARD

	PER FURRS	PER GE	DIFF.
TOTAL PURCHASES	427,650.46	483,502.54	(55,852.08)
LESS SALES @ EBT COST(82.01%)	SALES		
4-1-2000 TO 2-7-2001	529,751.58	<u>(328,498.94)</u>	
PROJECTED INVENTORY PRE-PETITION 2-7-2001	99,151.52		
POST PETITION WKLY SALES:			
2/05-2/10 2001	4,485.10		
2/11-2/17 2001	9,944.81		
2/18-2/24 2001	10,014.31		
2/25-3/03 2001	8,847.41		
3/04-3/10 2001	9,985.74		
3/11-3/17 2001	10,267.39		
3/18-3/24 2001	9,178.09		
3/25-3/31 2001	9,928.23		
4/01-4/07 2001	11,456.67		
4/08-4/14 2001	3058.98		
4/15-4/21 2001	<u>2622.58</u>		
	80,577.98	<u>(56,363.44)</u>	
PROJ INVENT POST PETITION	<u>42,798.08</u>		
PROJ BALANCE OUTSTANDING			
TOTAL PURCHASES	427,650.46		
PRE- PETITION PAYMENTS	<u>(162,703.99)</u>		
PRE-PETITION OS BALANCE	264,946.47		
POST PETITION PAYMENTS	<u>(224,149.32)</u>		
POST PETITION OS BALANCE	<u>40,797.15</u>		

Kil Data/Account/Chapt



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