

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

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U.S. BANKRUPTCY COURT
ALBUQUERQUE, N.M.

In re:

FURR'S SUPERMARKETS, INC.

No. 11-01-10779-SA

Debtor.

**LIMITED OBJECTION OF FLEET CAPITAL LEASING - TECHNOLOGY
FINANCE TO MOTION FOR ORDER APPROVING SALE OF SOME OR ALL
OF DEBTOR'S ASSETS AND GRANTING RELATED RELIEF**

Fleet Capital Leasing - Technology Finance, by its attorneys Modrall, Sperling, Roehl, Harris & Sisk, P.A. (Paul M. Fish) for its Limited Objection to Debtor's Motion for Order Approving Sale of Some or All of Debtor's Operating Assets and Granting Relief states:

1. On May 31, 2001, the Debtor Furr's Supermarkets, Inc. ("Furr's") filed its Motion for Order Approving Sale of Some or All of Debtor's Operating Assets and Granting Relief (the "Motion").
2. Fleet Capital Leasing - Technology Finance is listed on Exhibit 2 as an equipment lessor with agreements to be assumed and assigned, with purported cure amounts listed on Exhibit 2.
3. Fleet Capital Leasing - Technology Finance is the assignee of the lessor's interest of four equipment leases with Furr's, which leases are executory contracts which, to be assigned or assumed must be cured.
4. The amounts listed by Furr's in Exhibit 2 for the equipment leases in which Fleet Capital Leasing - Technology Finance is now lessor are incorrect.
5. While Fleet Capital Leasing - Technology Finance does not here file an objection to the sale by Furr's of some or all of its assets, if such sale is presented for

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Court approval, the Court should require that the proper amounts be paid to Fleet Capital Leasing - Technology Finance to assume the equipment leases held by Fleet Capital Leasing - Technology Finance as lessor.

6. Fleet Capital Leasing - Technology Finance objects to the entry of an order which fails to require that all defaults under the equipment leases held by it be cured.

7. If Furr's intends to assume and/or assign the equipment leases held by Fleet Capital Leasing - Technology Finance as lessor, Fleet Capital Leasing - Technology Finance is entitled to proper and specific notice of the proposed assumption and to an opportunity for a hearing and to present evidence regarding the defaults and the payments and other actions which may be necessary to cure those defaults as a condition of any assumption.

WHEREFORE, Fleet Capital Leasing - Technology Finance prays that the Court provide that any assumption and/or assignment of the equipment leases to which Fleet Capital Leasing - Technology Finance is lessor be granted only upon terms which provide that those leases be cured in their entirety (as opposed to the amounts listed by Furr's in Exhibit 2 to the Motion) and for such other and further relief as the Court deems just.

MODRALL, SPERLING, ROEHL, HARRIS
& SISK, P.A.

By: Paul M. Fish

Paul M. Fish
Post Office Box 2168
Bank of America Centre, Suite 1000
500 Fourth Street, N.W.
Albuquerque, New Mexico 87103-2168
Telephone: (505) 848-1800

WE HEREBY CERTIFY that a true
and correct copy of the fore-
going pleading was mailed to
this 21st day of June, 2001 to the
following:

Robert H. Jacobvitz
Jacobvitz, Thuma & Walker, P.C.
500 Marquette NW < Suite 650
Albuquerque, NM 87102

Ricahrd Levin
Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grant Avenue, Suite 3400
Los Angeles, CA 90071-3144

Stuart E. Hertzberg
Pepper Hamilton, LLP
36th Floor
100 Renaissance Center
Detroit, MI 48243-1157

Ronald E. Andazola
U.S. Trustee
P.O. Box 608 -- Room 112
Albuquerque, NM 87102

MODRALL, SPERLING, ROEHL, HARRIS
& SISK, P.A.

By: Paul M. Fish

Paul M. Fish