

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Case No. 11-01-10779 SA **DROP BOX**  
Chapter 11

**FILED**  
12:00 MIDNIGHT

JUL 31 2001

United States Bankruptcy Court  
Albuquerque, New Mexico

Debtor.

**AMENDED NOTICE TO EQUIPMENT LESSORS  
RELATING TO THE §365(f)(2) ADEQUATE ASSURANCE  
REQUIREMENT FOR ASSIGNMENT, AND OF FINAL HEARING**

Except as otherwise expressly provided in this Notice, the objection periods, and all other terms, of the prior notice relating to the §365(f)(2) adequate assurance requirement for assignment of equipment leases, lease estoppel, and of final hearing, remain in effect.

Please take notice that Fleming Companies, Inc. has given the Debtor a First Supplemental Third Party Purchaser Notice, dated July 30, 2001, and received by the Debtor on July 31, 2001. The First Supplemental Third Party Purchaser Notice is enclosed.

In summary, the First Supplemental Third Party Purchaser Notice made the following changes to the Third Party Purchaser Notice:

Stores added: 886, 950

Stores deleted: 866, 868, 876, 880, 883, 884, 898, 908, 909, 927, 938, 954, 966, 989

Changes in Designation of Third Party Purchaser: 904, 952, 967

Lessors no longer required to object to the assignment of leases, as such leases relate to Debtor's stores 866, 868, 876, 880, 883, 884, 898, 908, 909, 927, 938, 954, 966, or 989 on the ground that adequate assurance of future performance by the Assignee is not provided, as required by Bankruptcy Code §365(f)(2)(B).

If another such objection deadline is fixed with respect to leases, as such leases relate to those stores, lessors will be notified of a new objection period.

Enclosed only to lessors with respect to leases that relate to store 967 are copies of:

(i) Documentation, to the extent available, consisting of (a) the Assignee's two most recent year end financial statements, (b) the Assignee's unaudited interim financial statements issued in the year 2001, and (c) if the enclosed two most recent year end financial statements are unaudited, the Assignee's two most recent year end federal income tax returns; as well as (d) information generally describing the Assignee's management and experience in the grocery industry.

781, 782

Lessors with respect to leases that relate to stores 886 and 950 shall have five (5) days after receipt of this Notice (the "5-Day Period") to file and serve on counsel for the Debtor:

(i) any objection to the assignment by Debtor to the proposed assignee set forth in Exhibit A to the enclosed First Supplemental Third Party Purchaser Notice (the "Assignee" or "Third Party Purchaser") of each unexpired lease to which the Lessor is a party (individually, a "Lease") on the ground that adequate assurance of future performance by the Assignee is not provided, as required by Bankruptcy Code §365(f)(2)(B) (copy(ies) of each such Lease, to the extent available, are enclosed).

Weekends and legal holidays shall be excluded from the computation of the 5-Day Period. Service of any objection shall be made on counsel for the Debtor, by email (to [rjacobvitz@jtwlawfirm.com](mailto:rjacobvitz@jtwlawfirm.com), with a copy to [slubben@skadden.com](mailto:slubben@skadden.com)) or by facsimile (to Robert H. Jacobvitz, 505-766-9287(fax), with a copy to Stephen J. Lubben, (213) 687-5600 (fax)), in addition to service by mail to Jacobvitz, Thuma & Walker P.C. 500 Marquette, NW, Suite 650, Albuquerque, New Mexico 87102. Such objections also must be filed within the 5-Day Period with the Clerk of the Bankruptcy Court, Federal Building and United States Courthouse, 421 Gold SW, Third Floor, Albuquerque, NM 87102 (or P.O. Box 546, Albuquerque, NM 87103).

If any objections are timely filed and served, the Court will hold a **final** hearing on **Tuesday, August 7, 2001 at 1:30 p.m.** before the Honorable James S. Starzynski on the Second Floor, Federal Building and United States Courthouse, 421 Gold Avenue SW, Albuquerque, New Mexico 87102.

If a Lessor does not timely file and serve an objection, it shall be deemed to have waived any objection with respect to each Lease that (i) adequate assurance of future performance by the Assignee is not provided, as required by Bankruptcy Code §365(f)(2)(B); and (ii) that the copy of the Lease enclosed herewith is not a true and complete copy of the Lease, including waiver of any objection that there are amendments or modifications to the Lease or that the Debtor is not the current lessee under the Lease.

JACOBVITZ, THUMA & WALKER, P.C.

By: 

Robert H. Jacobvitz  
David T. Thuma  
500 Marquette, NW  
Suite 650  
Albuquerque, NM 87102  
(505) 766-9272  
(505) 766-9287 (fax)

-and-

Skadden, Arps, Slate, Meagher & Flom, LLP  
Richard D. Levin  
300 South Grand Avenue, Suite 3400  
Los Angeles, California 90071-3144  
(213) 687-5000

Attorneys for the Debtor