

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.;

FILED

JUL 31 2001

Case No. 11-01-10779 SA
Chapter 11

DROP BOX

Debtor. U.S. Bankruptcy Court
Albuquerque, New Mexico

AMENDED NOTICE RELATING TO STORE AND GROUND LESSORS RELATING TO THE §365(f)(2) ADEQUATE ASSURANCE REQUIREMENT FOR ASSIGNMENT OF STORE AND GROUND LEASES, LEASE ESTOPPEL, 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 store 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

Landlords for stores 866, 868, 876, 880, 883, 884, 898, 908, 909, 927, 938, 954, 966, 989 are no longer required to object to the assignment of leases related to those stores on the ground that adequate assurance of future performance by the Assignee is not provided, as required by Bankruptcy Code §365(f)(2)(B) or on the ground that the Lease previously enclosed is not a true and complete copy of the Lease, including all amendments, modifications, and supplements thereto, or that the Debtor is not the current tenant under the Lease.

If another such an objection deadline is fixed, landlords for those stores will be notified of a new objection period.

Enclosed only to the Landlords for stores 886 and 950 are copies of:

(i) Documents comprising the Lease(s) to which the Lessor in question and Debtor are parties (the pages of which have been stamped in numerical order with the numbers summarized on Schedule A), which Lease the Debtor is requesting Court approval to assign and transfer to the Assignee; and

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(ii) 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.

Enclosed only to the Landlords for stores 904, 952, 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.

Landlords for 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(1)(2)(B) (copy(ies) of each such Lease, to the extent available, are enclosed); and

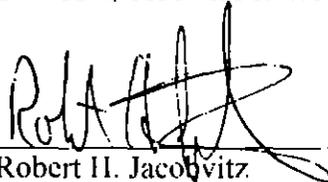
(ii) any objection that each enclosed Lease is not a true and complete copy of the Lease, including all amendments, modifications, and supplements thereto, or that the Debtor is not the current tenant under the Lease.

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, with a copy to 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:  _____
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-and-

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Attorneys for the Debtor

AMENDED SCHEDULE A
(based on First Supplemental Third Party Purchaser Notice)

<u>Store #</u>	<u>Page nos. stamped on Unexpired Leases to be Assigned</u>	<u>Lessor</u>
812	2196-2274	International Food Service Holdings
874	2088-2113	River Oaks Properties, Ltd.
877	0103-0334	Sunway Associates Limited Partnership
878	2114-2144	Weingarten Realty Investors
881	2275-2365	Kinderman, Werner
882	0335-0377	CA New Mexico LLC
885	Not applicable	Not applicable
886	0476-0533	Weingarten Realty Investors
888	1981-2031	PO Box Apollo Santa Fe LP
889	0534-0621	Nydes Properties
893	0622-0654	Santa Clara Pueblo
901	0929-0963	Rosche One Interests, LP
904	2469-2583	Malease 15 Safe Corp.
907	0964-0997	Artesia Partners Ltd
912	1125-1171	Haugland Alta Mae and Kawanakda, Abigail K.
914	1172-1187	Bandem Partnership c/o Arnold Z. Geller
916	1188-1215	Lakeway Shopping Center
917	1216-1253	Claus Doelling
918	2584-2613	Claus Doelling
926	2614-2657	Dixie Seaquist and Prentice Milan Trust
928	2718-2756	Dyer Street Triangle Jt Venture
933	1254-1307	LSF Bassett, L.P.
934	1308-1328	Furrs 7, LLC
935	1329-1373	G.G.J.A. II. Limited
936	1374-1401	Lincoln Trust as Custodian for Daniel Elstein, MD Rollover IRA
937	1402-1421	Furrs 8, LLC
945	1447-1688	Surway Assoc. LTD c/o Integrated Resources
947	1689-1731	Weingarten Realty Investors
948	1732-1773	Western Properties Associates TWO
950	3000-3024	River Oaks Properties, Ltd.
952	2757-2839	River Oaks Properties, Ltd.
967	2901-2938	Trason Texas LP
977	1809-1843	Rosche One Interests, LP
987	1844-1873	Tri State Commercial
993	1874-1980	Sunwest N.O.P., Inc.