

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO**

In re:

Furrs Supermarkets, Inc.

Debtor(s).

Case No. 11-01-10779 SA

**OBJECTION OF NNYDES PROPERTIES SMV LTD. CO. TO DEBTOR'S MOTION
FOR ORDER EXTENDING TIME WITHIN WHICH DEBTOR MAY ASSUME OR
REJECT UNEXPIRED LEASES ON NONRESIDENTIAL REAL PROPERTY**

Creditor Nydes Properties SMV Ltd. Co. ("Nydes") through Daniel J. Behles, its counsel, hereby objects to the Debtor's *Motion For Order Extending Time Within Which Debtor May Assume Or Reject Unexpired Leases On Nonresidential Real Property* (the "Motion") filed herein on March 1, 2001, and states:

1. Nydes is the lessor of a parcel on non-residential real property to the debtor, commonly known as the Furrs store located at St. Michaels' Village, 1700 St. Michael's Dr., Santa Fe, New Mexico.
2. Contrary to the assertions made by the Debtor in the Motion, the Debtor has not paid post-petition lease payments on a current basis to Nydes. As of the date of the filing of this Motion Nydes is owed all post-petition rent and CAM charges for the month of February 2001.
3. The debtor is lessee of less than 75 store leases, a number of parcels significantly less than the number of leases under consideration in the cases which debtor relies upon to support its Motion.
4. Debtor has employed one of the largest law firms in the country, one of the largest accounting firms in the country, has employed local counsel, has moved to employed a multitude of "ordinary course of business professionals", and has more than 4500 employees. Some of these agents or employees has specific knowledge and expertise regarding each of the leases.

5. The deadline for assuming or rejecting unexpired leases is April 10, 2001. If the debtor and its agents applied their time and expertise to evaluating the leases rather than seeking extensions of deadlines, the decisions could be timely made.

6. No cause exists for extending the deadline for assuming or rejecting leases while the debtor is delinquent in its post-petition lease obligations to its lessors.

WHEREFORE Nydes objects to the relief requested by the Motion, and requests that it be denied; alternatively, Nydes requests that the Court condition any relief upon the timely fulfillment of the all the debtor's post-petition obligations under all of its leases.

Respectfully Submitted

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I certify that on March 13, 2001 I mailed a true copy of the foregoing pleading to:

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and upon the attorneys/parties listed on the service list attached to the original of this Objection on file with the Court.

Daniel J. Behles