

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

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

In re:

FURR'S SUPERMARKETS, INC.,
Debtor,

No. 11-01-10779-SA
Chapter 11

**OBJECTION TO MOTION FOR ORDER EXTENDING TIME
WITHIN WHICH DEBTOR MAY ASSUME
OR REJECT UNEXPIRED LEASES
OF NONRESIDENTIAL REAL PROPERTY**

Broadway Vista Partners, a California general partnership ("Broadway Vista Partners"), a lessor to Furr's, hereby responds to the Motion to Extend Time Within Which to Assume or Reject Unexpired Leases ("Motion") and objects to the Motion as follows:

1. Broadway Vista Partners admits the allegations contained in ¶¶ 1 and 2.
2. Broadway Vista Partners is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in ¶¶ 3, 4, 5, 6 and 7.
3. Broadway Vista Partners admits the allegations contained in ¶ 8.
4. Broadway Vista Partners denies the allegations contained in ¶ 9 insofar as the allegation is that the extension of time for deciding whether to assume or reject is routine.
5. Answering ¶ 10 of the Motion, Broadway Vista Partners admits the allegations contained therein.
6. Broadway Vista Partners is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in ¶¶ 11 and 12, except that it

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admits that it itself has received a pro rated February rent check and a current March rent check.

7. Broadway Vista Partners denies the allegations of ¶ 13 and asserts that it will be prejudiced.

8. Broadway Vista Partners is a relatively new store and a number of liens have been filed against the premises by virtue of the non-payment of various sums by Furr's in amounts exceeding \$500,000. Broadway Vista Partners is unable to finance the property because of the liens now on it, and will not be able to finance until assumption or rejection is determined.

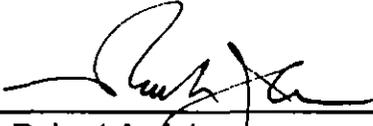
9. Broadway Vista Partners denies the allegations contained in ¶¶ 14, 15 and 16.

WHEREFORE, having responded, Broadway Vista Partners prays that the Motion be denied as to it, that in the event the Court grants the Motion to Extend the Time for Assumption or Rejection with respect to the premises owned by Broadway Vista Partners and occupied by Furr's, that such extension be conditioned on prompt payment of not only the post-petition rent, but also the charges, including the payment of the mechanic's liens applicable to this property.

WHEREFORE, Broadway Vista Partners prays that the Motion be dismissed and that it be granted such other and further relief as the Court deems just and proper.

Respectfully submitted,

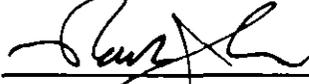
EASTHAM JOHNSON MONNHEIMER & JONTZ, P.C.

By  _____

Robert A. Johnson

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I hereby certify that a true copy of the
foregoing pleading was mailed this
26th day of March, 2001 to Robert H.
Jacobyvitz and Richard Levin.



Robert A. Johnson