

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO
ALBUQUERQUE

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

In re) Chapter 11
)
FURR'S SUPERMARKETS, INC.,)
)
) Case No. 11 01-10779 SA
Debtor.)
)
)

**FINOVA CAPITAL CORPORATION'S OBJECTION TO DEBTOR'S
MOTION TO REJECT CERTAIN UNEXPIRED REAL ESTATE
LEASES, SUBLEASES AND EQUIPMENT LEASES**

FINOVA Capital Corporation ("FINOVA"), for its Objection to the Debtor's Motion to Reject Certain Unexpired Real Estate Leases, Subleases and Equipment Leases (the "Motion"), states as follows:

1. Pursuant to that certain Equipment Lease No. 5645900 dated December 29, 1995 by and between the Debtor and FINOVA, Master Equipment Lease Schedule No. C060700101 dated as of December 4, 1997, Master Equipment Lease Schedule No. C022200301 dated as of November 1, 1999 and Master Equipment Lease Schedule No. C02220011 dated as of August 29, 1998 (collectively, the "Lease"), the Debtor leased from FINOVA certain equipment for use in the Debtor's business. As the Lease is a voluminous document, a copy of only Equipment Lease No. 5645900 and Master Equipment Lease Schedule No. C022200301 is attached as Exhibit A.

2. The Lease is an unexpired lease subject to the provisions of Section 365 of the Code.

3. Upon information and belief, all equipment leased from FINOVA is located at the Debtor's grocery store Nos. 811, 862, 879, 881, 932, 934, 936, 944, 950 and 952.

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4. On February 8, 2001 (the "Filing Date"), the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code. Since filing for bankruptcy, the Debtor has managed its business as a debtor-in-possession pursuant to Section 1107 and 1108 of the Bankruptcy Code.

5. In May, 2001, the Debtor closed grocery stores Nos. 871, 903, 944, 946 and 951 (the "Closed Stores").

6. On June 25, 2001, the Debtor filed its Motion seeking authority to reject the real property leases, subleases and equipment leases located at the Closed Stores. However, if any equipment lease also included equipment located at stores other than the Closed Stores, the Debtor desires to reject only that portion of the equipment lease related to equipment located at the Closed Stores.

7. Specifically, the Debtor's Motion seeks to reject only that portion of FINOVA's equipment lease where the equipment is located at store No. 944. The Debtor's attempt to reject only part of FINOVA's equipment Lease does not comport with the requirement of Section 365 of the Code. It is a matter of black letter law that an executory contract or unexpired lease must be assumed or rejected "*cum onere*, with all of its benefits or burdens" and "cannot be assumed in part and rejected in part." Leslie Fay Companies, Inc. v. Corporate Property Assocs. 3 (In re Leslie Fay Companies, Inc.), 166 B.R. 802, 808 (Bankr. S.D.N.Y. 1994). The Debtor essentially asks this Court to re-write an unexpired lease to provide the Debtor with more favorable terms than originally bargained for under the Lease. This is a power not granted to the Court under the Bankruptcy Code.

8. The Debtor may not reject that portion of FINOVA's Lease for equipment which is located at Store No. 944 without rejecting the entire Lease with FINOVA. The Debtor is

attempting to reject a portion of an unexpired lease based on the location of the equipment rather than on the terms of the contract. The Bankruptcy Code does not provide authority for the Debtor to “cherry pick” the particular provisions of a contract it wishes to assume or reject. See, e.g., In re Nat’l. Gypsum, 208 F.3d 498, 506 (5th Cir. 2000); Cottman Transmissions, Inc. v. Holland Enters., Inc. (In re Holland Enters., Inc.), 25 B.R. 301, 302-303 (E.D.N.C. 1982). Thus, the Debtor cannot pick and chose the particular pieces of equipment it wants to continue to use irrespective of the Lease terms.

9. Furthermore, even if this Court were to allow the Debtor to reject less than the entire Lease, there is no authority which would allow the Debtor to reject part of a Master Lease Schedule. According to the Debtors own records, the portion of the Lease which the Debtor seeks to reject is a part of FINOVA’s Master Equipment Lease Schedule No. C022200301 dated as of November 1, 1999 (“Schedule 301”). The equipment leased pursuant to Schedule 301 is located at Store Nos. 811, 862, 881, 936 and 944. Thus, the Debtor is attempting to reject part of a Lease Schedule. FINOVA is unaware of any authority under Section 365 of the Code which would allow the Debtor to make such a partial rejection.

WHEREFORE, FINOVA CAPITAL CORPORATION respectfully requests that this Court enter an Order denying Debtor's Motion to reject part of FINOVA's Lease and for such other and further relief as this Court deems just and appropriate.

Dated: July 27, 2001

FINOVA CAPITAL CORPORATION

By: 

Charles P. Schulman (#6196461)
Allen. J. Guon (#6244526)
Sachnoff & Weaver, Ltd.
30 South Wacker Drive, Suite 2900
Chicago, IL 60606
Telephone: (312) 207-1000
Facsimile: (312) 207-6400

CERTIFICATE OF SERVICE

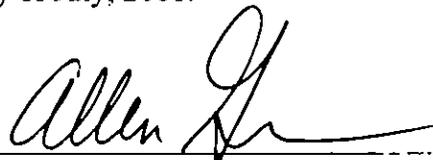
I, Allen J. Guon, hereby certify that I served a copy of the foregoing FINOVA Capital Corporation's Objection to the Debtor's Motion to Reject Certain Unexpired Real Estate Leases, Subleases and Equipment Leases on the following:

David T. Thuma
Jacobvitz, Thuma & Walker
500 Marquette, NW #650
Albuquerque, NM 87102

Richard Levin
Skadden, Arps, Slate, Meagher & Flom LLP

300 South Grand Avenue
Los Angeles, CA 90071

by depositing a copy of same in the U.S. Mail this 27th day of July, 2001.



Allen J. Guon

FINOVA CAPITAL CORPORATION
95 ROUTE 17 SOUTH
P. O. BOX 907
PARAMUS, NEW JERSEY 07653
TEL: 201 712 3300

EQUIPMENT LEASE

No.: 5645900

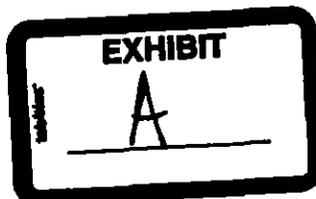
FINOVA Capital Corporation, (herein called "Lessor"), with its principal place of business at Dial Tower/ Dial Corporate Center/Phoenix, Arizona, hereby agrees to lease to the Lessee named on the signature page hereof (herein called "Lessee") and Lessee hereby agrees to lease and rent from Lessor, the equipment described on any attached schedule(s), (herein with all replacement parts, repairs, additions, and accessories called "Equipment"), on the terms and conditions hereof and as set forth on any schedule (herein called "Schedule"). Lessee agrees that, at the option of Lessor, any Schedule shall be a separately enforceable Lease which incorporates all of the terms and conditions set forth herein.

1. **ORDERING AND INSTALLATION OF EQUIPMENT.** Lessee hereby requests Lessor to order the Equipment from a supplier (herein called "Supplier"), and to arrange for delivery thereof to Lessee at Lessee's expense. Lessee agrees to install or cause the Equipment to be installed at the location set forth on the Schedule thereof (the "Location") at Lessee's cost.

2. **DISCLAIMER OF WARRANTIES AND WAIVER OF DEFENSES.**

LESSOR, NEITHER BEING THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. LESSOR ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. AS TO THE LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE SUPPLIER OF THE EQUIPMENT AND THAT LESSOR HAS NOT RECOMMENDED SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, MAINTAIN, ERECT, TEST, ADJUST OR SERVICE THE EQUIPMENT. REGARDLESS OF CAUSE, LESSEE AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR SHALL LESSOR BE RESPONSIBLE FOR ANY DAMAGES OR COSTS WHICH MAY BE ASSESSED AGAINST LESSEE IN ANY ACTION FOR INFRINGEMENT OF ANY UNITED STATES LETTERS PATENT. LESSOR MAKES NO WARRANTY AS TO THE TREATMENT OF THIS LEASE FOR TAX OR ACCOUNTING PURPOSES. If the Equipment is unsatisfactory for any reason, Lessee shall make claim on account thereof solely against the manufacturer, the Supplier or any dealer and shall nevertheless pay Lessor all rent and other charges payable under the Lease. Lessor hereby assigns to Lessee, any rights which Lessor may have against the Supplier, the manufacturer or any dealer for breach of warranty or other representations respecting the Equipment. Lessee understands and agrees that neither the Manufacturer, the Supplier, any dealer nor any agent of the foregoing is an agent of Lessor or is authorized to waive or alter any term or condition of this Lease.

3. **TERM AND RENT.** The Lease term of each Schedule shall commence as of the date that any of the Equipment under such Schedule is delivered to Lessee or Lessee's Agent, or such later date as Lessor designates in writing (the "Commencement Date") and shall continue until the obligations of Lessee under this Lease shall have been fully performed. Advance rentals shall not be refundable if the Lease term for any reason does not commence or if this Lease or any Schedule is duly terminated by Lessor. The sum of all periodic installments of rent indicated on any Schedule shall constitute the



aggregate rent reserved. The aggregate rent reserved shall be payable periodically in advance, in the installments indicated on any Schedule, the first such payment being due on the Commencement Date, or such later date as Lessor designates in writing (the "First Payment Date"), and subsequent payments shall be due on the same day of each successive rent period thereafter until the balance of the rent and any charges or expenses payable by Lessee under this Lease shall have been paid in full. If the First Payment Date is later than the Commencement Date, Lessee shall, on the First Payment Date, in addition to the periodic rent, pay Lessor interim rent from the Commencement Date to the First Payment Date at a daily rate equal to the periodic installment of rent divided by the number of days of the period. Lessee's obligations to pay all rent shall be absolute and unconditional and not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.

4. **NON-CANCELABLE LEASE. NEITHER THE LEASE NOR ANY SCHEDULE CAN BE CANCELED BY LESSEE DURING THE TERM HEREOF OR THEREOF.**

5. **LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE.** If within ninety (90) days from the date Lessor orders the Equipment, the same has not been delivered, installed and accepted by Lessee (in form satisfactory to Lessor) for all purposes of this Lease, Lessor may, on ten (10) days' written notice to Lessee, terminate this Lease and the related Schedule and its obligations to Lessee.

6. **TITLE, RECORDING, DOCUMENTATION, ADMINISTRATIVE FEES AND PERSONAL PROPERTY.** The Equipment is, and shall at all times remain, the property of Lessor, and except as herein set forth, Lessee shall have no right, title or interest therein. If Lessor supplies Lessee with labels indicating that the Equipment is owned by Lessor, Lessee shall affix such labels to and keep them in a prominent place on the Equipment. Lessee hereby authorizes Lessor to insert in this Lease or any Schedule the serial numbers, and other identification data, of Equipment when determined by Lessor. In order to perfect Lessor's security interest in the Equipment in the event this Lease is determined to be a security agreement, Lessee hereby grants Lessor a security interest in the Equipment and authorizes Lessor, at Lessee's expense, to cause this Lease, or any statement or other instrument in respect of this Lease showing the interest of Lessor in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded, and grants Lessor, where permitted, the right to execute Lessee's name thereto. Lessee agrees to pay or reimburse Lessor for its costs and out of pocket expenses relating to any searches undertaken by Lessor, or any filing, recording, stamp fees or taxes arising from the filing or recording of any such instrument or statement and any other costs, expenses or charges incurred by Lessor in documenting, administering and terminating this Lease. Lessee shall, at its expense, protect and defend Lessor's title to the Equipment against all persons claiming against or through Lessee, at all times keeping the Equipment free from any legal process or encumbrance whatsoever including but not limited to liens, attachments, levies and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Upon Lessor's request, Lessee shall execute or obtain from third parties and deliver to Lessor such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or any improvements thereon.

7. **CARE, USE, LOCATION AND ALTERATION.** Lessee shall, at its sole cost and expense, service, repair, overhaul and maintain each item of Equipment in good operating order and in the condition when delivered to Lessee, ordinary wear and tear excepted. All such maintenance shall be consistent with prudent industry practice and all maintenance practices recommended by the Supplier or manufacturer and meet all legal and regulatory requirements. Upon request, Lessee shall provide Lessor with evidence of such compliance. Lessee shall maintain logs of the maintenance and service of the Equipment and permit Lessor, on reasonable prior notice to inspect the Equipment and the right to make copies of the logs and service reports. Lessee shall forthwith correct any deficiencies disclosed by such inspection. Lessee shall use the Equipment solely for business purposes, in compliance with all applicable laws, ordinances, regulations, and the conditions of all insurance policies required to be maintained by Lessee pursuant to the Lease. Lessee shall make all additions, modifications and improvements to the Equipment required by applicable law and except for such required changes, shall not alter the Equipment without Lessor's prior written consent. Lessee shall replace all worn, lost, stolen or destroyed parts of the Equipment with replacement parts at least meeting the standards required herein, all of which shall become the property of Lessor, except for such additions, modifications and improvements that can be readily removed without causing damage to, or impairing the commercial value or utility of, such Equipment, which shall remain Lessee's property and may be removed by Lessee at its expense before the

Equipment is surrendered to Lessor. Lessee shall repair all damage to any item resulting from such installation or removal. If Lessee has not purchased an item of Equipment pursuant to any option to purchase granted to Lessee at the end of the Lease term for such item, Lessor shall be entitled to purchase any such addition, modifications and improvements from Lessee for its then fair market value. The Equipment shall not be removed from the Location without Lessor's prior written consent.

8. NOTICE AND CONDITIONS OF REDELIVERY. Lessee shall provide Lessor not less than One Hundred Twenty (120) days prior written notice of its intention to exercise its option to purchase the Equipment if granted on the related Schedule or return the Equipment to Lessor (the "Required Notice"). If Lessee shall have timely provided such Required Notice and has elected to return the Equipment to Lessor upon the expiration of the Term of the Schedule, Lessee shall, at its sole expense, return the Equipment covered thereby, freight prepaid, to Lessor in a manner and to a location within the continental United States designated by Lessor in the condition and repair required by the terms of this Lease, free of all liens and advertising Insignia. If Lessee shall fail to return any item of Equipment as provided herein, Lessee shall be responsible for all cost and expense incurred by Lessor in returning the Equipment to such required condition or any reduction in value as a result thereof. If the Equipment or its component parts were packed or crated for shipping when new, Lessee shall pack or crate the same carefully and in accordance with any recommendations of the Supplier or manufacturer before redelivering the item to Lessor. Lessee shall also deliver to Lessor the plans, specifications, operating manuals, software documentation, discs, warranties and other documents furnished by the manufacturer of Supplier of the Equipment and such other documents in Lessee's possession relating to the maintenance and method of operation of such Equipment. At Lessor's written request, Lessee shall provide free storage for any item of Equipment for a period not to exceed sixty (60) days after the expiration of the Schedule term before returning such item to Lessor and permit Lessor access to the Equipment for inspection and/or resale. If Lessee fails to timely provide such Required Notice the Equipment shall continue to be held and leased hereunder, and this Lease and the related Schedule term shall thereupon be extended for a period ending one hundred twenty (120) days following receipt by Lessor of Lessee's notice of intent to return the Equipment, for the fair market rental value of the Equipment as determined by Lessor not to exceed the periodic installment of rent with respect to such Equipment for such period. If Lessee has timely provided the Required Notice but upon expiration Lessee does not immediately return the Equipment to Lessor, (unless otherwise requested by Lessor) the Equipment shall continue to be held and leased hereunder, and this Lease and the related Schedule term shall thereupon be extended for successive thirty (30) day periods at the fair market rental value of the Equipment as determined by Lessor not to exceed the periodic installment of rent with respect to such Equipment for such period.

9. RISK OF LOSS. Lessee shall bear all risks of loss of and damage to the Equipment from any cause and the occurrence of such loss or damage shall not relieve Lessee of any obligation hereunder. In the event of loss or damage, Lessee, at its option, provided it is not in default hereunder, otherwise at Lessor's option, shall: (a) place the damaged Equipment in good repair, condition and working order; or (b) replace lost or damaged Equipment with like equipment in good repair, condition and working order with documentation creating clear title thereto in Lessor, or (c) pay to Lessor the then present value computed at five (5%) percent per annum of both the unpaid balance of the aggregate rent reserved under the Lease and related Schedule and the value of Lessor's residual interest in the Equipment. Upon Lessor's receipt of such payment, Lessee and/or Lessee's insurer shall be entitled to Lessor's interest in said item for salvage purposes, in its then condition and location, as is, without warranty, express or implied.

10. INSURANCE. Until redelivered to Lessor, Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry public liability and property damage insurance covering the Equipment and its use. All such insurance shall be in form and amount and with companies approved by Lessor and shall name Lessor as Loss Payee, as its interest may appear with respect to property damage coverage and as Additional Insured with respect to public liability coverage. Lessee shall pay the premiums therefor and deliver said policies, or duplicates thereof or certificates of coverage thereunder, to Lessor, with long form Lender's Loss Payable endorsement upon the policy or policies or by independent instrument, that gives Lessor a right to thirty (30) days' written notice before the policy can be altered or canceled and the right to payment of premium without obligation. Should Lessee fail to provide such insurance coverage Lessor may obtain coverage for part or all of the term of this Lease or any Schedule or such period beyond the term as is required by the insurance company issuing such coverage protecting interests of Lessor and Lessee or the interest of Lessor only. The proceeds of such insurance, at the option of Lessee, provided it is not in default hereunder, otherwise at Lessor's option, shall be applied toward (i) the replacement,

restoration or repair of the Equipment or (ii) payment of the obligations of Lessee hereunder. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts for loss or damage under any said insurance policies.

11 **NET LEASE; TAXES.** Lessee intends the rental payments hereunder to be net to Lessor, and Lessee shall pay all sales, use, excise, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on the ownership, possession or use of the Equipment during the term of this Lease or any Schedule; shall pay all taxes (except Lessor's Federal or State net income taxes) imposed on Lessor or Lessee with respect to the rental payments hereunder, and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Unless Lessee is otherwise directed by Lessor, in writing, Lessor shall file for and pay all personal property taxes assessed with respect to the Equipment during the term of this Lease and Lessee shall, upon Lessor's demand, forthwith reimburse Lessor for the full amount of such taxes without regard to any discounts obtained by Lessor due to early payment or otherwise. Lessor may, if it elects, estimate such personal property taxes and bill Lessee periodically in advance thereof.

12 **INDEMNITY.** Lessee shall hold Lessor harmless from, indemnify and defend Lessor against, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees arising out of, connected with or resulting from the Equipment or this Lease or any Schedule, including, without limitation, the manufacture, selection, delivery, possession, use, operation or return of the Equipment. These indemnities shall survive the termination or expiration of this Lease or any Schedule.

13. **DEFAULT AND REMEDIES.** If (i) Lessee defaults in any payment required under this Lease or any Schedules or under any other lease or agreement between Lessor and Lessee, or (ii) Lessee breaches any of the representations or warranties contained herein or fails to perform any of the terms, covenants or conditions of this Lease or any Schedule which is not cured within fifteen (15) days following written notice to Lessee, or (iii) a petition in bankruptcy, arrangement, insolvency or reorganization is filed by or against Lessee or any guarantor of Lessee's obligations hereunder, or (iv) Lessee or any guarantor of Lessee's obligations makes an assignment for the benefit of creditors, or (v) without Lessor's written consent, Lessee sells all or a substantial part of Lessee's assets or a majority of Lessee's voting stock is transferred, or (vi) during the term of the Lease or any Schedule there is a material adverse change in the financial condition of Lessee or any guarantor of Lessee's obligations then Lessor may, to the extent permitted by law, exercise any one or more of the following remedies: (a) to declare the entire balance of rent for the full term of any or all Schedules covered hereby immediately due and payable and to similarly accelerate the balances under any other leases or agreements between Lessor and Lessee without notice or demand, (b) to sue for and recover all rents, and other monies due and to become due under any or all Schedules hereunder and the residual value of the Equipment covered thereby discounted to the date of default at five (5%) percent per annum; (c) to require Lessee at Lessee's expense, to assemble all the Equipment at a place reasonably designated by Lessor; (d) to remove any physical obstructions for removal of the Equipment from the place where the Equipment is located and take possession of any or all items of Equipment, without demand or notice, wherever same may be located, disconnecting and separating all such Equipment from any other property, with or without any court order or pre-taking hearing or other process of law, it being understood that facility of repossession in the event of default is a basis for the financial accommodation reflected by this Lease. Lessee hereby waives any and all damages occasioned by such retaking. Lessor may, at its option, use, ship, store, repair or lease all Equipment so removed and sell or otherwise dispose of any such Equipment at a private or public sale. Lessor may expose and resell the Equipment at Lessee's premises at reasonable business hours without being required to remove the Equipment. In the event Lessor takes possession of the Equipment, Lessor shall give Lessee credit for any sums received by Lessor from the sale, or present value of the rental, of the Equipment computed at the implicit rate of the Schedule after deduction of the expenses of sale or rental. Lessee shall also be liable for and shall pay to Lessor on demand (a) all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, including all expenses of repossession, storing, shipping, repairing and selling the Equipment, (b) Lessor's reasonable attorney's fees and (c) interest on all sums due Lessor from the date of default until paid at the rate of one and one-half (1.5%) percent per month, but only to the extent permitted by law. Lessor and Lessee acknowledges the difficulty in establishing a value for the unexpired Lease term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.

Whenever any payment hereunder is not made by Lessee within ten (10) days when due, Lessee agrees to pay to Lessor, not later than one month thereafter, an amount calculated at the rate of ten cents per one dollar of each such delayed payment, as an administrative fee to offset Lessor's collection costs, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided.

All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default by Lessor on any one occasion shall not be deemed a waiver of any other or subsequent default. In the event this Lease is determined to be a security agreement, Lessor's recovery shall in no event exceed the maximum permitted by law.

14. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS.** In the event Lessee fails to comply with any provision of this Lease, Lessor shall have the right, but shall not be obligated, to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies advanced or expended by Lessor, and all expenses of Lessor in effecting such compliance, shall be deemed to be additional rent, and shall be paid by Lessee to Lessor at the time of the next periodic payment of rent.

15. **ASSIGNMENT: QUIET ENJOYMENT.** LESSOR MAY, WITHOUT LESSEE'S CONSENT, ASSIGN THIS LEASE OR ANY SCHEDULE AND/OR THE RENTALS DUE THEREUNDER OR SELL OR GRANT A SECURITY INTEREST IN THE EQUIPMENT AND LESSEE AGREES THAT NO ASSIGNEE OF LESSOR SHALL BE BOUND TO PERFORM ANY DUTY, COVENANT OR CONDITION OR WARRANTY (EXPRESS OR IMPLIED) ATTRIBUTABLE TO LESSOR AND LESSEE FURTHER AGREES NOT TO RAISE ANY CLAIM OR DEFENSE ARISING OUT OF THIS LEASE OR OTHERWISE AGAINST LESSOR AS A DEFENSE, COUNTERCLAIM OR OFFSET TO ANY ACTION BY ANY ASSIGNEE HEREUNDER. NOTWITHSTANDING ANY ASSIGNMENT BY LESSOR, PROVIDING LESSEE IS NOT IN DEFAULT HEREUNDER, LESSEE SHALL QUIETLY ENJOY USE OF THE EQUIPMENT, SUBJECT TO THE TERMS AND CONDITIONS OF THE LEASE.

WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE OR OTHERWISE DISPOSE OF THE EQUIPMENT OR ANY INTEREST THEREIN, OR SUBLET OR LEND EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN LESSEE OR LESSEE'S EMPLOYEES.

16. **NOTICES.** Service of all notices under this Lease shall be sufficient if given personally or mailed to the intended party at its respective address set forth herein, or at such other address as said party may provide in writing from time to time. Any such notice mailed to said address shall be effective three (3) days following the date when deposited in the United States mail, duly addressed and with postage prepaid.

17. **REPRESENTATIONS AND COVENANTS OF LESSEE.** Lessee represents that all financial and other information furnished to Lessor was, at the time of delivery, true and correct. During the term of the Lease, Lessee shall provide Lessor with such interim or annual financial statements as Lessor requests.

18. **GOVERNING LAW; JURISDICTION; VENUE; SERVICE OF PROCESS; WAIVER OF TRIAL BY JURY.** THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY THE LESSOR AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, PROVIDED, HOWEVER, IN THE EVENT THIS LEASE OR ANY PROVISION HEREOF IS NOT ENFORCEABLE UNDER THE LAWS OF THE STATE OF ARIZONA THEN THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED SHALL GOVERN. ANY DISPUTE UNDER THIS LEASE SHALL BE LITIGATED BY LESSEE ONLY IN FEDERAL OR STATE COURTS LOCATED IN MARICOPA COUNTY, ARIZONA, AND LESSEE IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTION THAT MAY EXIST AS TO VENUE OR CONVENIENCE OF SUCH FORUMS. NOTHING CONTAINED HEREIN SHALL PRECLUDE LESSOR FROM COMMENCING ANY ACTION IN ANY COURT HAVING JURISDICTION THEREOF. SERVICE OF PROCESS IN ANY SUCH ACTION SHALL

BE SUFFICIENT IF SERVED BY CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE ADDRESS OF THE PARTY SET FORTH FOLLOWING THE SIGNATURES AT THE END OF THIS LEASE. TO THE EXTENT PERMITTED BY LAW, LESSEE WAIVES TRIAL BY JURY IN ANY ACTION BY OR AGAINST LESSOR HEREUNDER.

19. GENERAL. This Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto. Time is of the essence of this Lease. This Lease and all Schedules attached hereto contain the entire agreement between Lessor and Lessee, and no modification of this Lease or any Schedule shall be effective unless in writing and executed by an executive officer of Lessor. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. In the event any provision of this Lease should be unenforceable, then such provision shall be deemed deleted, however, no other provision hereof shall be affected thereby.

20. FINANCE LEASE STATUS. Lessor and Lessee agree that if Article 2A-Leases of the Uniform Commercial Code ("Code") governs the terms of this Lease, then this Lease will be deemed a "finance lease". By executing this Lease, Lessee acknowledges that (a) Lessor has advised Lessee of (i) the identity of the Supplier, (ii) that Lessee may have rights under the "supply contract" as defined in the Code, pursuant to which Lessor is purchasing the Equipment, and (iii) that Lessee may contact the Supplier for a description of any such rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY THE CODE, INCLUDING SECTIONS 2A-508 THROUGH 522 THEREOF.

LESSOR:

FINOVA Capital Corporation

BY *P Marchant*

PRINTED NAME P Marchant

TITLE V.P.

ADDRESS

86 North Route 17 South
Paramus, New Jersey 07652

DATE ACCEPTED 7/29/95

LESSEE:

Furr's Supermarkets, Inc

BY *M Daly*

PRINTED NAME MICHAEL DALY

TITLE SR. V.P. FINANCE

Taxpayer Identification No. 75-2364418

ADDRESS

1700 Montano Road Northwest
Albuquerque, NM 87107

DATED 7-26-95

FINOVA Capital Corporation
115 West Century Road
P.O. Box 907
Paramus, New Jersey 07653
Telephone (201) 634-3300

MASTER LEASE SCHEDULE

NO. C022200301 TO EQUIPMENT LEASE NO. 5645900 (THE "LEASE")

EQUIPMENT LEASED:

See Schedule "A" attached hereto and made part hereof.

LOCATION OF EQUIPMENT:

See Schedule "A" attached hereto and made part hereof.

TERM OF SCHEDULE: FORTY-EIGHT (48) MONTHS

RENTAL PAYMENTS: FORTY-EIGHT (48) SUCCESSIVE MONTHLY RENTAL PAYMENTS EACH IN THE AMOUNT OF \$86,710.16 PER MONTH.

ADVANCE RENTAL: \$86,710.16 PAYABLE AT THE TIME OF SIGNING OF THIS SCHEDULE TO BE APPLIED TO THE FIRST RENTAL PAYMENT.

LESSOR'S EQUIPMENT COST: \$4,276,386.93.

ADDITIONAL TERMS AND CONDITIONS

- 1. LEASE OF EQUIPMENT.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease and rent from Lessor the Equipment listed above, or on any Schedule attached hereto, for the term and the rental payments provided herein, all subject to the terms and conditions of the Lease.
- 2. OPTION TO PURCHASE.** Provided Lessee is not in default hereunder or under any other lease or agreement with Lessor, Lessee shall have the right, at the expiration of the Term of this Schedule (the "Initial Term") or any extended term hereof (the "Extended Term") upon not less than 120 days' prior written notice to

Lessor, to purchase the Equipment leased hereunder in whole and not in part, on an as-is, where-is basis, for its then fair market value. For the purposes of determining the fair market value of the Equipment it shall be assumed that the Equipment will be used for its best intended purpose, is fully assembled, in good operating condition and fully installed and operational on the premises where the Equipment will be used. In the event Lessor and Lessee cannot agree on a fair market value for the Equipment, an independent appraiser, acceptable to both parties (or failing such agreement by an appraiser designated by the American Arbitration Association in New York, NY), shall be selected to determine the fair market value on the equipment as provided herein. The cost of such appraisal shall be borne by Lessee. The purchase price for the Equipment shall be payable upon the expiration of the Initial Term or Extended Term of this Schedule as the case may be. Lessee shall also reimburse Lessor for its administrative costs and out-of-pocket expenses incurred in transferring clear title to the Equipment to Lessee.

- 3. TAX INDEMNITY.** With respect to each item of Equipment leased hereunder, Lessee agrees that Lessor shall be entitled to such deductions and other benefits as are provided to an owner of personal property by the Internal Revenue Code of 1986 (as defined in Section 2 of the Tax Reform Act of 1986), as amended or superseded from time to time (hereinafter the "Code"), including without limitation depreciation deductions based upon the Accelerated Cost Recovery System all at the maximum federal income tax rates applicable to

corporations in effect on the Commencement Date thereafter "Tax Benefits") If (i) Lessor shall lose, shall be delayed in claiming, shall not have a right to claim, shall be required to recapture, or shall not be allowed all or any portion of any Tax Benefits, under any circumstances, at any time, and for any reason other than as a result of acts or omissions of Lessor, or (ii) there shall be a change in the federal income tax rates applicable to corporations, or (iii) any of the Tax Benefits shall be deemed to be attributable to foreign sources or (iv) Lessor is required to include any other amounts arising from this Lease or Schedule in its gross income other than Rental Payments in the amounts and at the times specified in this Schedule, then upon Lessor's demand, Lessee shall pay Lessor either (x) a lump sum amount which shall maintain the net economic after-tax yield, cash-flow and rate of return Lessor anticipated receiving based on the tax assumptions utilized by Lessor in calculating the rent payable hereunder ("Lessor's Yield") or (y) such additional rent for the balance of the term of this Schedule as will permit Lessor to maintain Lessor's Yield. For the purposes of this indemnification, the term "Lessor" shall mean and include the affiliated group of corporations within the meaning of Section 1504 of the Code, of which Lessor is a member.

4. **ADDITIONAL TERMS WITH RESPECT TO THE CARE AND USE OF THE EQUIPMENT.** In addition to Lessee's obligations under Paragraph 7 of the Lease, Lessee shall maintain the Equipment in accordance with the manufacturers' guidelines for preventive maintenance, retain copies of all maintenance contracts and records relating to the Equipment and provide the same to Lessor upon request.

5. **ADDITIONAL TERMS WITH RESPECT TO THE CONDITIONS OF REDELIVERY** In addition to

Lessee's obligations under Paragraph 8 of the Lease, Lessee shall (i) have the Equipment de-installed and packaged by the manufacturer's technicians at Lessee's expense and Lessee shall furnish Lessor a certificate as to the good condition of all Equipment prior to shipment, (ii) return to Lessor all applicable instruction and service manuals, service and repair records and descriptive brochures relating to the Equipment, (iii) return to Lessor the software which was originally supplied with the Equipment to Lessor.

6. **INDEXING.** If on the Commencement Date, the highest yield on four (4) year Treasury Notes, as published in The Wall Street Journal, with a maturity date on or closest to the maturity date of this Schedule (the "Index"), differs from 5.03% (the "Yield"), the Monthly Rental Payment provided herein shall automatically be adjusted for the full term to reflect such increase or decrease in the Yield. As soon as practicable thereafter, Lessor shall provide Lessee with written notice of any adjustment in the Monthly Rental Payment. Lessor's calculations shall be conclusive absent manifest error.

7. **NOTICES.** All notices delivered to Lessor under the Lease and all Schedules shall be delivered to Lessor at the following address:

FINOVA Capital Corporation
115 West Century Road
Paramus, New Jersey 07652
Facsimile No. 201-634-3325
Attention: Ms. Pamela Marchant, Vice President

With copies to:

FINOVA Capital Corporation
1850 North Central Avenue
Phoenix, Arizona 85004
Facsimile No. 602-207-5036
Attention: Vice President, Law Department

This Schedule is also intended to amend the Lease, except as amended hereby, the terms of the Lease remain in full force and effect.

This Schedule cancels and supercedes previous as dated June 28, 1999 and June 29, 1999 by Lessee.

LESSOR:

FINOVA CAPITAL CORPORATION

BY: *A. Hollam*

PRINTED NAME: A. HOLLAM

TITLE: Deputy Cont. Coun.

ADDRESS: ..

115 WEST CENTURY ROAD P.O. BOX 907
PARAMUS, NEW JERSEY 07653

DATE ACCEPTED: 11-1-99

LESSEE:

FURR'S SUPERMARKETS, INC.

BY: *Andrew M. Kamm*

PRINTED NAME: ANDREW M. KAMM

TITLE: VP-FINANCE

ADDRESS:

4411 THE 25 WAY NE, SUITE #100
~~1730 MONTANO ROAD, N.W.~~
ALBUQUERQUE, NEW MEXICO ~~87107~~ 87109

DATED: 11-1-99

Burr's Supermarkets, Inc
 Fixed Assets
 Location: 811
 1700 East 20th Street, Farmington NM 87401

SCHEDULE A

Asset Number	Vendor Name	Description	Invoice Number
00811	HUSSMANN CORPORATION	Dairy, Deli, Produce, Meat	23978
	C&H REFRIGERATION	Refrigeration Install	8289
	WEST LIGHT GLASS CO INC	Sliders Furn/Install	1231
	HUSSMANN CORP	Freezer, cooler	23979
	WT LIGHTING COMPANY	Install Lighting	59525
	SYSTECH RETAIL SYSTEMS	IBM Main Board	DP20005
	HUSSMANN CORP	Dairy Deck Case, Island Deli	25469
	HUSSMANN CORP	Dairy Deck Case, Island Deli	25483
	C&H REFRIG A/C & HEATING	Refrigeration Installation	8470
	SAM PIEVAC CO	Fronrunner for Slatwall	9332
	BEST BUY	TV, Microwave, Refrigerator	307938
	JD STORE EQUIPMT	44" Ring with TV/Monitor	193458-000
	JD STORE EQUIPMT	Caddy, Rolling Cart Video Tape	193459-00
	INTERMETRO IND	Chrome Shelving	47698
	NEMCO	Disposer	7371
	NEMCO	Disposer	7039
	SOUTHERN DOOR LITE CO	Video Shelving	p.o.9674
	DISPLAY SPECIALITIES INC	Produce Display Items	0315001-IN
	MADIX STORE FIXTURES	Pharm Counters, Shelving	T0901748
	BK INDUSTRIES	Revolving Oven, Meat Basket	12071
	HUSSMANN CORP	Dairy Case, Inland	25484
	HOBART CORP	Slicer, Label Applier - Meat	3984370
	GRANBY CO	Port Watering Machine - Produce	LP4801
	UNIVERSAL STAINLESS INC	SS Tables	0027125-N
	WESTERN ENT	Remote Baloon Station	789643
	MCCUE CORP	CartGuards	INV51215
	MART CART	Martshopper, Guards	93002
	NATIONAL CART CO INC	Meat Boat Racks	65050
	AMETCOM INC	Telephone System with Paging	14400
	MIATECH INC	Misting System Installation	n/a
	ALLSTAR SYSTEMS	Superstack II Switch	279871
	AM FAB INC	Meat Slicer Stands	18406
	AMERICAN BAKING	Mixer w/Attach. & Accessories	4824
	AMERICAN LOUVER	Baskets, Signs	112216
	BARKER CO.	Combo Hot Case	21394
	BARKER CO.	4 Door Donut Display Case, Dome Cases	21393
	BARKER CO.	Sneeze-guard Revisions	21584
	BAXTER MFG CO	Gas Power Doughnut Fryer	3990458
	BAXTER MFG CO	Gas Double Rack Oven, 2 Wide Proofer	3994264
	BELSHAW BROS, I	Donut Dropper	158997
	BEST BUY	TV, Eureka Bravo	2230010883
	BK INDUSTRIES	Combo Hot Case	12423
	BRADBURY BARREL	Barrel Bulk-Inline	16957
	C&H REFRIG. A/C	Refrigeration Installation	990127004
	CENTRAL MERCHANDISING	Utencils used for Deli, Bakery & Seafood Depts	990850
	CHASE/DURUS IND	Impact Doors	98014029
	CHASE/DURUS IND	Strip Doors	98013984
	CHASE/DURUS IND	Impact Doors	30727

Asset Number	Vendor Name	Description	Invoice Number
	CUMMINS SOUTHWEST	Generator Hook up	30794164
	CUSTOMCRAFT FIX	Cabinets, Installation	1405
	CUSTOMCRAFT FIX	Slatwall Panel	1410
	CUSTOMCRAFT FIX	Shelves	1417
	DISPLAY SPECIAL	Signage, Name Plates	315392IN
	DISPLAY SPECIAL	Video Return Basket	316959IN
	DISPLAY SPECIAL	Wine Chiller, Cabinets, Trays	319028IN
	DIVERSIFIED MAT	BT Prime Mover Pallet Jack	1200002
	DIVERSIFIED MAT	Walkie Pallet Jack	1200006
	DURABOX-RAM	Corrugated Box	10671
	FARGO CONSTRUCT	Driver/deliver to warehouse	FC2039
	FASTENERS FOR RETAIL	Sg Display Trak, 1-1/4" C-Channel- 48" L.	280237
	FASTENERS FOR RETAIL	Sg Display Trak, 1-1/4"	284057
	FLORAL MERCHANDISER	Ribbon Balloon Counter, Ribbon Rack, Accessories	6832
	FRANK'S SUPPLY	Step Ladder	1009385
	FRANK'S SUPPLY	Step Ladder	1009203
	GEMINI PARTS	Laser Printer, Sheet Base, Paper Tray, Postscript Board	1861900
	H & H SALES SERV	Lobster Tank	63727
	HARDWARE SPECIAL	Rails, Gate Reinforcers	81434
	HARDWARE SPECIAL	Rails	81435
	HOBART CORP	Hand Wrap Station	3982399
	HOBART CORP	Hand Wrap Station	3990185
	HOBART CORP	Wrap Station	3996216
	HUBERT COMPANY	Baskets	923359
	HUBERT COMPANY	Display Equipment	927487
	HUBERT COMPANY	Display Equipment	927478
	HUBERT COMPANY	Display Equipment	927510
	HUBERT COMPANY	Display Equipment	927505
	HUBERT COMPANY	Display Equipment	927516
	HUBERT COMPANY	Replica, Foam, Ivy Vine	927487B1
	HUBERT COMPANY	Replica, Foam, Ivy Vine	927510B1
	HUBERT COMPANY	Ivy Vine	927505B1
	HUBERT COMPANY	Ivy Vine	927516B1
	HUBERT COMPANY	Ruscus Garland, Replica, Whole Red Tomato	927478B1
	HUBERT COMPANY	Market Trays, Octgnl Crocks	927394
	HUBERT COMPANY	Pan Clips	927442B1
	HUBERT COMPANY	Octgnl Crock, Pedestal, Platters	927442
	HUBERT COMPANY	Metal Pedestal & Platter, Fish Platter	931042
	HUBERT COMPANY	Metal Platter	931051
	HUBERT COMPANY	Trays, Labeler, Food Pans, Tape, Adaptor	941895
	HUBERT COMPANY	Ivy Vine	927478B2
	HUBERT COMPANY	Pedestal, Platter, Tags, Easels, Pie Server, Tray	942783
	HUBERT COMPANY	Trays, Scoop	927344B3
	HUBERT COMPANY	Balloon Storage Cabinet	927385
	HUBERT COMPANY	Trays, Labeler, Tape, Adapt., Pans	941895A1
	HUBERT COMPANY	Octgnl Crock	952427
	HUBERT COMPANY	Silver Dome Donut Tray	944376
	HUBERT COMPANY	Natural Basket Tray	950805
	HUBERT COMPANY	Universal Rack, Shelves	927384
	HUBERT COMPANY	Replica, Foam	927487B2
	HUBERT COMPANY	Replica, Foam	927510B2

Asset Number	Vendor Name	Description	Invoice Number
	HUBERT COMPANY	Display Equipment	954440
	HUBERT COMPANY	Tag, Meat Cleaver, Number Set	94359881
	HUBERT COMPANY	Slotted Riser	932441B1
	HUBERT COMPANY	Step up Rack Set	932441
	HUBERT COMPANY	Trays	927344B4
	HUBERT COMPANY	Cube Riser	954449B1
	HUBERT COMPANY	Sauce Pans, Pastry Bags, Spoons, Cutters, Trays	927344
	HUBERT COMPANY	Draining, Grate, Scoops, Pastry Bags, Party Trays	927344B1
	HUBERT COMPANY	Turn-n-serve Pic Dome, Veg/Dip Tray, Meat/Cheese Tray	927344B2
	HUBERT COMPANY	Food Processor	943855
	HUBERT COMPANY	Plates	943844
	HUBERT COMPANY	Box Cutter, Tool Set, Melon Cutter	945603
	HUBERT COMPANY	Film Cutter	964546
	HUSSMANN CORP	Ice Cream Freezer, Smoke Meat Display	26446
	HUSSMANN CORP	Five Deck Beverage, Nine Door Nutrition	26452
	HUSSMANN CORP	Dairy Five Deck Case	26467
	HUSSMANN CORP	Smoked Meat Cases	26499
	HUSSMANN CORP	Freezer, Cooler	26411
	IBM CORPORATION	CDPOP FRU	P4X8097
	JOHN HENRY CO	Starter Kit Signs	90460154
	JOHNNIE SUGGS S	Signs	301991811
	KOALA CORP	Baby Changing Station	103977IN
	LANDSCAPE DESIGN	Square Pots	837
	LVO MANUFACTURING	Sheetor/Moulder - Bakery	12254
	MADIX STORE FIX	Shelving	T902147
	MADIX STORE FIX	Base End Covers, Kickplates	T902148
	MADIX STORE FIX	Base Shoe	C940249
	MADIX STORE FIX	Shelves, Panels	T902944
	MADIX STORE FIX	Spanner, Shelf	T902344
	MADIX STORE FIX	Hard Board Back	T903513
	MADIX STORE FIX	Mult-Media Wall Displayer	T903510
	MARCO COMPANY	Dry Island w/liner, Oak scale holders, Floral cubes, misc.	100742
	MARCO COMPANY	Oak table, veg-cube, meat trays, misc.	100663
	MAT WORKS	Ultra Links System	S01769
	MAT WORKS	Comfort King, Mats	S02604
	MCCUE CORP	Carstop Corner Guard Stock	INV51366
	MCCUE CORP	CarGuard, 3 Corner	INV32116
	MCCUE CORP	CarGuard, 3 Top, 3 Base	INV32117
	MIDWAY OFFICE SUPPLY	Message Board, Guest Chair	680176
	MIDWAY OFFICE SUPPLY	Desk, Chair, File Cabinet	680172
	MIDWAY OFFICE SUPPLY	Chairs	680173
	MIDWAY OFFICE SUPPLY	Organizer, Wastebaskets	680174
	MIDWAY OFFICE SUPPLY	Wastebaskets, Boards	680175
	MIDWAY OFFICE SUPPLY	Coat Rack	681714
	NATIONAL CART CO	Transist Cabinet, Racks, Meat Lug Dolly	65175
	NATIONAL CART CO	Pan Oven Racks	65168
	NATIONAL RESTAURANT	Electric Lobster Steamer	130597
	NEMCO	Flange SS Sink	8545
	NOXELL CORP	Lighting Kit, INLN PG Section	11648
	OFFICEMAX INC	Fax Machine, Toner Cartridge	8515
	PAXTON-THE WOOD	Displaywall Paint Grade	413046

Asset Number	Vendor Name	Description	Invoice Number
	PEGGS COMPANY	WR Shelving	49195
	SAM PIEVAC COMP	Slatwall Hook Chrome	1028199
	SENSOR PRODUCTS	Integrated Cable Set	99036
	SEPS INC	5 3 KVA UPS	1057580
	STRUCTURAL CONC	Display Units - Floral	9251331
	STRUCTURAL CONC	Wall Section/Island Units, Upright Floral, Dog Wedge	9251332
	STRUCTURAL CONC	Display Units - Floral	9251141
	SYSTECH RETAIL	Terminal, Printer, Keyboard, Cash Drawer, Scanner	20709
	TOPCO ASSOCIATE	Checkstand	4942280
	TOTE CART COMPA	Red Scanner Carts	24060
	TRADE FIXTURES	Scoop Bin	21901
	TRADE FIXTURES	Door, Misc.	21902
	TRADE FIXTURES	Shipping Charges	21960
	UNIVERSAL STAIN	Produce Prep Sink	27222IN
	UNIVERSAL STAIN	Cutting Tables	27223IN
	UNIVERSAL STAIN	Economy Hand Sink	27462AIN
	RAC TRANSPORT	Transportation for Universal Stain	DE0689241B
	RAC TRANSPORT	Freight for Universal Stain	DE0694457
	ROADWAY EXPRESS	Transportation for Universal Stain	8903061256
	ROADWAY EXPRESS	Freight for American Bakin	377668314X
	RYDER TRS INC	Deliver Materials	131784
	RYDER TRS INC	Truck Rental	3173578368
	W.W. GRAINGER,	Wet/Dry Vacuum	243965423
	WABASH VALLEY M	Trashcan Ext	94464
	WABASH VALLEY M	Surface Mount	95506
	HOBART CORP	Scale Platform	
	AMETCOM INC	Install Phone/Intercom Sys	14400
	C&H REFRIG. A/C	Refrig. Install	9266
	C&H REFRIG. A/C	Refrig. Install	9267
	C&H REFRIG. A/C	Refrig. Install	9271
	C&H REFRIG. A/C	Refrig. Install	9268
	C&H REFRIG. A/C	Refrig. Install	9263
	C&H REFRIG. A/C	Refrig. Install	9269
	C&H REFRIG. A/C	Refrig. Install	9262
	C&H REFRIG. A/C	Refrig. Install	9264
	C&H REFRIG. A/C	Refrig. Install	9275
	C&H REFRIG. A/C	Refrig. Install	9270
	C&H REFRIG. A/C	Refrig. Install	9265
	CLAMP-SWING PRI	Sign Frames, Stem Adapters, Sign Bases	100378
	DISPLAY SPECIAL	Signage	321510IN
	ECONO MAX MFG I	Cooler Strip Door	98015608
	H & H SALES SER	Repair Rotisser	63925
	HUBERT COMPANY	Tags Seafood Dome Style	975290
	HUSSMANN CORPOR	RS232 Communica. Boss, Temp Sensors	27710
	HUSSMANN CORPOR	Acrylic Partition, Splashguard, Front Panel	27709
	LOWRY COMPUTER	Mils-750 Bakery Pricing Sy., PC Sys. Kit	195629
	MADIX STORE FIX	Wire Fronts & Dividers, Video Tape Displayer	T903933
	MIKE BOWMAN	Per Diem/Lodging	32599

Asset Number	Vendor Name	Description	Invoice Number
	RETAIL ADVERTIS	"Coming Soon" sign	5634
	REYJEANS LOCK &	Masterkey Cylinders	62766
	ROADWAY EXPRESS	Freight for Universal Star	8903061256
	RON SUITT	Build Cabinets/Counter	1185
	RON SUITT	New Store Set Up	1189
	SANDIA SAFE & L	Store Safe	32626
	SANDIA SAFE & L	Safe for Warehouse	32627
	SCOTTS SHEET ME	Video Drop	12991
	811999 HUBERT COMPANY	Display Equipment Bakery	989254
	811999 HUBERT COMPANY	Tables/Chairs	963331
	811999 HUSSMANN CORPOR	Dairy Deck Case, Cheese Deck, Deli Island	27717
	811999 WIN HOLT EQUIPM	Locker Garment Rack, Sheet Pan Dolly	298258005
	811999 WIN HOLT EQUIPM	Dunnage	598258001
	811999 OLDE TIME FOOD	Peanut Butter Mill	126245
	811999 C&H REFRIG. A/C	Refrig Install - Barker Back Bar Compressor	9449
	811999 ALL STATE PAINT	Paint Slot Board	2719
	811999 AM FAB INC	SS Column Covers	18486
Period 5	SONITROL OF ALB		
	ALL STATE PAINT	Paint Slot Board	2719
	AM FAB INC	SS Column Covers	18486
	C&H REFRIG. A/C	Refrig Install - Barker Back Bar Compressor	9449
	HUBERT COMPANY	Display Equipment Bakery	989254
	HUBERT COMPANY	Tables/Chairs	963331
	HUSSMANN CORPOR	Dairy Deck Case, Cheese Deck, Deli Island	27717
	OLDE TIME FOOD	Peanut Butter Mill	126245
	SONITROL OF ALB	Additional Equipment	3217
	WIN HOLT EQUIPM	Locker Garment Rack, Sheet Pan Dolly	298258005
	WIN HOLT EQUIPM	Dunnage	598258001
Period 6			
9906000129	ALL STATE PAINT	Paint Peg Board	2720
9906000130	BARKER CO.	Non-Glare Glass - Bakery	21914
9906000131	HUSSMANN CORPOR	White Wire Shelves	29805
9906000132	MADIX STORE FIX	Multi-Media Displayer	T909292
9906000132	MADIX STORE FIX	Video Tape Displayer	T909293
Period 7			
9907000119	TOPCO ASSOCIATE	TABOCOV/EXPRESS CHECKSTAND	4945933
9907000120	UPBEAT INC.	TRASHCAN EXTENSION	299907
Period 8			
9908000126	NYGREN INVESTME		72699
Period 9			
9909000135	JOHNNIE SUGGS SALES	REMOVE/INSTALL LETTERS	902992811
	TOPCO ASSOCIATE	BUN DIVIDER ROUNDER	4942180
9909000136	TOPCO ASSOCIATE	CHECKSTAND	4943823
Period 8			
9908000124	CIT GROUP/COMME	VM 3 Tone Digital Alarm	
9908000125	EDISON SOURCE	INSTALL DRAINS A/C	
Period 9			
9909000134	DVC ENGINEERING	SURVEY	

Furr's Supermarkets, Inc.
Fixed Assets
Location: 862
701 East Main SE, Los Lunas, NM 87131

Asset: Invoice:

Asset Number	Vendor Name	Description	Invoice Number
9902000149	JD STORE EQUIPMENT INC	TV Mounting System	19345700
9902000150	BEST BUY	Video TV	QUOTE
9902000151	GRANBY COMPANY	Portable Watering Machine	LP3966
9902000154	WESTERN ENTERPRISES	Balloon Station	789643
9902000155	JOHNNIE SUGGS SALES	Signs	127995
9903000194	H & H SALES SER	Repair Rotary Ovens	63661
	MARCO COMPANY	Meat Case Trays	101981
9903000195	MARCO COMPANY	Case Conversion Skins, Bakery Oak Table	102021
	REFRIGERATION TECH	Walkin Cooler	4597
9903000196	REFRIGERATION TECH	Used Hussmann PH Produce Cases	4598
9903000199	AM FAB INC	Meat Slicer Stands	18406
9903000200	AXIS MARKETING	BK Electric Donut Fryer, Glazer	23753
9903000201	BK INDUSTRIES	Combo Hot Case	12425
	CUSTOMCRAFT FIX	Video Cabinet Changes	1414
	CUSTOMCRAFT FIX	Cabinets, Floral Counter	1413
9903000202	CUSTOMCRAFT FIX	Hot Top Cabinet	1418
9903000203	DISPLAY SPECIAL	Gal w/Lid & Dolly	3188331N
9903000204	ECONO MAX MFG I	Impact Doors	98014151
9903000205	FLORAL MERCHAND	Floral Equipment	7088
	HUBERT COMPANY	Display Equipment	928538
	HUBERT COMPANY	Display Equipment	928529
	HUBERT COMPANY	Display Equipment	928520
	HUBERT COMPANY	Display Equipment	928515
9903000207	HUBERT COMPANY	Shelf	963240
	HUBERT COMPANY	Display Equipment	928520B1
	HUBERT COMPANY	Display Equipment	928515B1
	HUBERT COMPANY	Display Equipment	928529B1
	HUBERT COMPANY	Shelf Molding	963320
	HUBERT COMPANY	Tags, Bakery	B9499671
	HUBERT COMPANY	Pedestal	949967
	HUBERT COMPANY	Napkin	928538B1
9903000208	HUBERT COMPANY	Pans	936337
9903000209	LOZIER CORP	Pallets	18348400000
9903000210	MCCUE CORP	CartStop RE2	117262
9903000211	NATIONAL CART CO	Oven Racks (10 & 15 Pan)	65330
	REFRIGERATION TECH	Reconditioned Hussmann DM Cases - Bev	4582
9903000212	REFRIGERATION TECH	Florattech Model RMC-54 Octagon Floral Case	4599
9903000213	RETAIL ADVERTISING	Signs - 'Open During Remodel'	5569
9903000215	SOUTHERN DOOR L	Shelfs	31999872
9903000216	TOPCO ASSOCIATE	Checkstand	4942279
9904000136	AMERICAN DELPHI	Produce Trim Sink, Poly Cutting Board	46707
9904000137	AMETCOM INC	Upgrade Existing Phone System	14397
	ANIXTER BROS IN	Computer Equipment	112123618
9904000138	ANIXTER BROS IN	Computer Equipment	112123559
	BARKER CO.	Credit Overcharge of freight, Inv. 21903	219031
	BARKER CO.	Dome Cases, Donut Cases	21903
9904000139	BARKER CO.	12' Back Bar Case	21917
9904000140	BK INDUSTRIES	Hanging Baskets	13456
9904000141	BK INDUSTRIES	Rotisserie/Convection Oven	14038
	C&H REFRIG. A/C	Install Refrig. Cases & Equipment	9152
	C&H REFRIG. A/C	Install Refrig. Cases & Equipment	9060
	C&H REFRIG. A/C	Install Refrig. Cases & Equipment	9272
	C&H REFRIG. A/C	Install Refrig. Cases & Equipment	9273
9904000142	C&H REFRIG. A/C	Install Refrig. Cases & Equipment	9274
9904000143	CUSTOMCRAFT FIX	Acrylic Shelves	1440
9904000145	HOME DEPOT	Nuts/Bolts, Hammerset, Angle Guage	10102
	HUBERT COMPANY	Bakery Equipment	928482
	HUBERT COMPANY	Wire Cheese Cutter, Pocket Thermometer	977352
	HUBERT COMPANY	Slicing, Grating, Dicing Plates, Robot Coupe	977391
9904000146	HUBERT COMPANY	Slicing, Grating, Dicing Plates, Robot Coupe	977395

Asset Number	Vendor Name	Description	Invoice Number
9904000147	HUSSMANN CORPOR	Produce Refrig. Meat Cases	26461
9904000148	JD STORE EQUIPM	Rolling Cart, Sloping Slatwall Shelf	19662600
9904000149	KES IRRIGATION	Spray Wand Replacement	127353
9904000150	LOZIER CORPORAT	Shelving	18348400400
9904000151	MADIX STORE FIX	Quote Multi Media Wall Displayer, Video Tape Disp	T905367
9904000152	MADIX STORE FIX	Quote Video Tape Displayers, Spanner	T905961
9904000153	MCCUE CORPORATI	Various Cartguards	INV54698
9904000154	P&M SALES CO IN	Reconditioned 100" DMD	61540
9904000154	PAXTON-THE WOOD	Formica Hunter Green	414503
9904000155	PAXTON-THE WOOD	Formica Hunter Green	414334
9904000155	PROFESSIONAL PL	Cutting Boards	9702
9904000156	REFRIGERATION T	PH & DM Salad Reconditioned, Mirror Ends	4611
9904000157	REFRIGERATION T	Recondition Food Cases	4606
9904000159	SAM PIEVAC COMP	Peghook	1029035
9904000161	SOUTHWEST SEAL	Produce Spray Hose, Coupler Quick Connect	229482001
9904000162	TOTE CART COMPA	Red Scanner Cart Complete	24387
9904000163	UNIVERSAL STAIN	Economy Hand Sinks, Tables 2/BS & US	27995AIN
9904000168	UNIVERSAL STAIN	PreRinse Wall Mount, Faucets, Lever Drain	23083IN
9904000168	ECONO MAX MFG I	36x36 Cafe Door Swing Rite	25020232
Period 5	ALL STATE PAINT	Paint Refrigeration Cases	2727
	BRADBURY BARREL	Barrel Bulk	17437
	C&H REFRIG. A/C	Refrigeration Equipment - Cases	990429006
	C&H REFRIG. A/C	Refrigeration Equipment - Cases	990508021
	C&H REFRIG. A/C	Refrigeration Equipment - Cases	990325004
	C&H REFRIG. A/C	Refrigeration Equipment - Cases	990325003
	C&H REFRIG. A/C	Refrigeration Equipment - Cases	990412013
	CLAMP-SWING PRI	Sign Frames, Adapters	100856
	CLAMP-SWING PRI	Sign Holder - Floral	100962
	CUSTOMCRAFT FIX	Tobacco Storage Units	1475
	CUSTOMCRAFT FIX	Cash Wrap Counter	1506
	DISPLAY SPECIAL	Meat/Cheese Tray, Party Trays	325017IN
	DISPLAY SPECIAL	Display Equipment - Produce	327600IN
	DISPLAY SPECIAL	Track Signage	327140IN
	DISPLAY SPECIAL	Display Equipment	327784IN
	H & H SALES SER	Reconditioned Units	64033
	HARDWARE SPECIA	Post W/Gate Pivots	82705
	HARDWARE SPECIA	Base Tubes, Rails	82703
	HARDWARE SPECIA	Removable Post - Video	83009
	HOBART CORP	Beater - Bakery	18314505
	HOBART CORP	Mixer	18343732
	HOBART CORP	Mixer	18338900
	HUBERT COMPANY	Salad Set	991637
	HUBERT COMPANY	Platters - Deli	991648
	HUBERT COMPANY	Display Equipment - Deli	993142
	HUBERT COMPANY	Case Set - Oriental Deli	991651
	HUBERT COMPANY	Sign Holder	106040
	HUBERT COMPANY	Display Equipment - Bakery	109788
	HUBERT COMPANY	Display Equipment - Bakery	108088
	HUBERT COMPANY	French Cooks Knife, Steak Knife	991628
	HUBERT COMPANY	Airbrush - Bakery	113742
	HUSSMANN CORPOR	Shadow Black Upper Bumprs	27749
	HUSSMANN CORPOR	RL Door Ice Cream	27745
	INT'L STORAGE S	Shelving	180788
	JOHN HENRY CO	Floral Equipment	91090267
	JOHNNIE SUGGS S	Mfr & Install Signs for Various Depts	416991872
	LINES LLC	Baxter Rack Oven, Box	2830
	LOWRY COMPUTER	Bakery Pricing System	309345
	LOZIER CORPORAT	Shelving	18348400200
	LOZIER CORPORAT	Shelving	18348400600
	LOZIER CORPORAT	Shelving	18348400700
	LOZIER CORPORAT	Shelving	18348400500

Asset Number	Vendor Name	Description	Invoice Number
	MARCO COMPANY	Break Rack	103730
	MIDWAY OFFICE S	Drawer, Keyboard	699950
	MIDWAY OFFICE S	Bulletin Board, Cork Board	700350
	MIDWAY OFFICE S	Chair, Stack, Table	693239
	NATIONAL CART C	Platter Carts, Meat Racks	67266
	OUTWATER PLASTI	Shelving	2282261
	PAXTON-THE WOOD	Fiberboard, Panolam Melamine, Edgebanding	416482
	PAXTON-THE WOOD	Fiberboard, Panolam Melamine, Edgebanding	416705
	PAXTON-THE WOOD	Panolam Melamine Cabinet	417445
	REHRIG INTERNAT	Dunnage	156563
	RETAIL ADVERTIS	Solo Banner	5754
	RON SUITT	Loaded & relocated Equipment	1193
	SCOTTS SHEET ME	Sign Brackets - Gourmet	13156
	SPECS REFRIGERA	Install/Modify CPC Equipment	8399
	TERRY WHITLEY /	Materials/Labor - Shelving, Painting	2797
	TOPCO ASSOCIATE	Customer Service Podium	4942653
	UNIVERSAL STAIN	Faucet spray, Drain, Mount	28103IN
	UNIVERSAL STAIN	Economy Hand Sink	27998IN
	WABASH VALLEY M	Trashcan Extension	96853
	WIN HOLT EQUIPM	Display Equipment Produce	604112001
	WIN HOLT EQUIPM	Boat Rack Wall Mount	604266001
	WIN HOLT EQUIPM	Desks, Sheet Pan Dolly	604112003
Period 6			
9906000137	ALL STATE PAINT	Painting Misc	2733
9906000138	B & H WHOLESALE	Repair Chicken Fryer	9792
9906000140	DISPLAY SPECIAL	Display Equipment	326723IN
9906000140	DISPLAY SPECIAL	Display Equipment	326724IN
9906000141	ECONOMAX DIVISI	Freezer Strip Curtain	98017400
9906000142	H & H SALES SER	Adj Burner, Water & Gas Pressure - Oven	64146
9906000142	H & H SALES SER	Motor DC Controller	64145
9906000142	H & H SALES SER	Labor	64127
9906000143	MADIX STORE FIX	Video Tape Displayer	T902692
9906000143	MADIX STORE FIX	Credit to correct inv #T902692	TC90304
9906000144	MAT WORKS	Black Mats	106677
9906000144	MAT WORKS	Black Mats	106894
9906000146	RETAIL ADVERTIS	Grand Opening Banners	5789
9906000146	RETAIL ADVERTIS	Display Sign	5807
9906000149	SCOTTS SHEET ME	Wall angle closures, hooks	13221
9906000150	W.W. GRAINGER,	Anit-skid Tape	245006671
Period 7			
9907000121	C&H REFRIG. A/C	REFRIGERATOR UPGRADE	9661
9907000121	C&H REFRIG. A/C	REFRIGERANT CONVERSION	9666
9907000121	C&H REFRIG. A/C	REFRIGERATOR UPGRADE	9660
9907000121	C&H REFRIG. A/C	MOTOR ROOM UPGRADE	9662
9907000122	MARCO COMPANY	OAK TABLES	106409
9907000123	MART CART	MARTSHOPPER, BUMPER GUARDS	99752
9907000124	NATIONAL CART C	U-BOAT 1 UP SHELF, STOCK MARK CART	69906
9907000128	WT LIGHTING COM	RELAMP	61433
Period 8			
	CIT GROUP/COMME	Lens 3.5 8mm DCT, Color Camera	101982919
Period 9			
	C&H REFRIG. A/C	INSTALL FAN CONTROLS AC UNITS	10235
	C&H REFRIG. A/C	REPAIR CONDENSERS	10240
	C&H REFRIG. A/C	REPAIR DRAIN HEATER - LABOR	10238
	C&H REFRIG. A/C	DRAIN HEATER REPAIR PARTS	10232
9909000147	C&H REFRIG. A/C	HEAT RECLAIM VALVE	10234
	C&H REFRIG. A/C	REPAIR OIL LEVEL CONTROL	10239
	C&H REFRIG. A/C	NEW PACKINGS IN LIQ LINE VALVES	10233
	C&H REFRIG. A/C	REFRIG CONVERSION - RACKS	10367
	C&H REFRIG. A/C	INSTALL LABELS ON CASES/RACKS	10444
	C&H REFRIG. A/C	REPLACE FAN CONTRON	10054A

Asset Number	Vendor Name	Description	Invoice Number
	C&H REFRIG. A/C	REPLACE MOTOR - ICECREAM CASES	10362
	C&H REFRIG. A/C	SUB COOLER REPAIRS	990813002
	C&H REFRIG. A/C	TRIM, CASE ENDS	10241
	C&H REFRIG. A/C	REPAIR WIRING ON DEFROST	9800
9909000148	C&H REFRIG. A/C	REPAIR FLOWER BOX	10243
9909000149	C&H REFRIG. A/C	HI PRESSURE CONTROL - DELI CASE	10230
	TOPCO ASSOCIATE	TOBACCO/EXPRESS CHECKSTAND	4944500

Furr's Supermarkets, Inc.

Fixed Assets

Location: 881

3301 Southern Blvd, Rio Rancho NM 87124

Asset Number	Vendor Name	Description	Invoice Number
9901000163	HUSSMANN CORP	Ice Cream Freezers	25010536
9902000180	MCCUE CORP	Cart Guards	25014912
9902000181	LOZIER CORP	Counter Units	25015663
9902000181	LOZIER CORP	Counter Units - freight charges	25016650
9902000182	WESTERN ENTERPRISES	Balloon Station	25017993
9902000182	WESTERN GLASS & PANELS	Replace Broken Glass - Alarm Door	25015611
9902000183	SPECS REFRIGERATION INC	CPC Controls	25013327
9902000184	HOBART CORP	Oven - Double Rack	25017292
9902000185	EDISON SOURCE	Refrig - Replace Breaker	25014866
9902000187	BEST BUY	Video, TV	25012423
9902000188	EDISON SOURCE	Breaker 50AMP	25013961
9902000189	JOHNNIE SUGGS SALES	Signs	25012221
9902000189	JOHNNIE SUGGS SALES	Signs	25012221
9903000233	AM FAB INC	Meat Slicer Stand	25020645
9903000234	BARKER CO.	4-Door Donut Case, PT Dry Bread	25021060
9903000235	BK INDUSTRIES	Combo Hot Case	25015552
9903000237	CUSTOMCRAFT FIX	Video Shelves	25016610
9903000237	CUSTOMCRAFT FIX	Cabinets	25018354
9903000238	DISPLAY SPECIAL	Cartridge	25018078
9903000238	DISPLAY SPECIAL	Racks, Dividers	25018078
9903000238	DISPLAY SPECIAL	Matte, Storage Drawer	25018078
9903000238	DISPLAY SPECIAL	Video Returns Basket	250178533
9903000239	EDISON SOURCE	Refrig Install	25017278
9903000240	FLORAL MERCHAND	Ribbon Balloon Counter	25020257
9903000241	HOME DEPOT	Douglas Fir	25017889
9903000241	HOME DEPOT	Drain Pan, Water Heater	25017889
9903000242	HUBERT COMPANY	Blk Bskt Fls Btm	25016105
9903000242	HUBERT COMPANY	Trays, Crocks	25017293
9903000242	HUBERT COMPANY	Trays	25017293
9903000242	HUBERT COMPANY	Crocks	25017293
9903000242	HUBERT COMPANY	Metal Pedestal & Platter, Fish Platter, Pan Clips	25017293
9903000242	HUBERT COMPANY	Step Up Rack Set, Slotted Riser	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Paella Dish, Fitcher, Tortilla Warmer, Spoon, etc.	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017293
9903000242	HUBERT COMPANY	Display Equipment	25017890
9903000242	HUBERT COMPANY	Display Equipment	25017890
9903000242	HUBERT COMPANY	Natural Basket Tray	25018375
9903000242	HUBERT COMPANY	Display Equipment	25018375
9903000242	HUBERT COMPANY	Metal Platter, Replica Foam	25018375

Asset Number	Vendor Name	Description	Invoice Number
9903000242	HUBERT COMPANY	Replica, Foam, Display Equip	25018375
9903000242	HUBERT COMPANY	Display Equipment	25018907
9903000242	HUBERT COMPANY	Display Equipment	25018375
9903000242	HUBERT COMPANY	Shelf Molding	25020621
9903000242	HUBERT COMPANY	Fish Platter	25020269
9903000242	HUBERT COMPANY	Shelf Molding	25020621
9903000243	JO STORE EQUIPM	TV Ceiling Mount	25023482
9903000244	LOZIER CORPORAT	4 Ft. Island Section	25020628
9903000244	LOZIER CORPORAT	Wire Dividers	25020280
9903000245	MARCO COMPANY	Dry Island Oak w/Liner, Produce Cart Oak	25019535
9903000246	MCCUE CORPORATI	Cart Stop RE2	25020221
9903000247	NATIONAL CART C	Oven Racks (10 & 15 Pan)	25018926
9903000248	REFRIGERATION TECH	PH Reconditioned	25015608
9903000249	RETAIL ADVERTIS	Sign - 'Open During Remodel	25016140
9903000251	RYDER TRUCK REN	Truck Rental	25020215
9903000252	SOUTHERN DOOR L	Shelf	25020364
9903000253	STRUCTURAL CONC	Floral Display Unit	25020209
9903000254	TERRY WHITLEY /	Recycle Freon Bottles	25016159
9904000181	ADAMS PLASTICS	Gentry Oak Textured	25024122
9904000182	AMETCOM INC	Upgrade Existing Phone System	25022552
9904000183	ANIXTER BROS IN	Computer Equipment	25023966
9904000184	BARKER CO.	Non-Glare Glass 4'	25022831
9904000185	BK INDUSTRIES	Rotisserie/Convection Oven	25026697
9904000187	CUSTOMCRAFT FIX	Quote Solid Surface Materials	25024559
9904000188	EDISON SOURCE	Refrig. Install	25021697
9904000189	EDISON SOURCE	Re-install Cheese Table	25021083
9904000190	FRACTAL ASTECH	Mist System, Filters	25025204
9904000191	GARY LIND	Reimbursement for Home Depot	25023717
9904000192	HOME DEPOT	3/4 ACX Fir, Toggle Bolt, Angles, Tape	25022884
9904000193	HUBERT COMPANY	Tags Seafood Dome Style	25022292
9904000194	HUSSMANN CORPOR	Lobster Tank	25022889
9904000195	JO STORE EQUIPM	Rolling Cart, Slatwall Shelves	25026220
9904000196	LOZIER CORPORAT	Shelving	25025231
9904000196	LOZIER CORPORAT	Pair 13" Shelf Brackets	25026227
9904000197	MADIX STORE FIX	Quote Media Wall Displayer	25025232
9904000197	MADIX STORE FIX	Video Shelves	25024035
9904000197	MADIX STORE FIX	Quote Multi Media & Video Tape Displayers	25024035
9904000198	MARCO COMPANY	Oak Bakery Table	25025234
9904000199	REFRIGERATION T	32 & 48' PH Reconditioned, Mirror End	25020226
9904000201	SCOTTS SHEET ME	Video Drops	25021776
9904000201	SCOTTS SHEET ME	20 gal. Stainless	25021776
9904000201	SCOTTS SHEET ME	Video Drops	25022933
9904000202	SOUTHWEST SEAL	Produce Spray Hose, Coupler Quick Connect	25026932
9904000203	SPECS REFRIGERA	Install CPC Equip.	25024065
9904000204	TOPCO ASSOCIATE	LH Chkstm Cust Unload, LH Express Chkstm	25020772
9904000205	WABASH VALLEY M	Surface Mt., 32gal Recp, Dome Top	25026980
Period 5	ADAMS PLASTICS	Gentry Oak Textured Cabinet	5150A
	ALL STATE PAINT	Paint Refrigeration Cases	2728
	AMETCOM INC	Upgrade Existing Phone System	14405
	BARKER CO.	Dome Cases - Deli	22186
	BARKER CO.	Shelf with Brackets	22435
	BARKER CO.	Shelving - Floral	22514
	CENTRAL MERCHAN	Airbrush Kromea-Jet	993066
	CLAMP-SWING PRI	Sign Frames	100857
	CLAMP-SWING PRI	Sign Holder - Floral	100964
	CUSTOMCRAFT FIX	Tobacco Storage Units	1474
	CUSTOMCRAFT FIX	Floral Counter	1477
	CUSTOMCRAFT FIX	Graphite Mirage - Deli	1494
	CUSTOMCRAFT FIX	Display Equipment - Video	1495
	CUSTOMCRAFT FIX	Cash Wrap Counter	1507
	DISPLAY SPECIAL	Display Equipment - Produce	3272191N

Asset Number	Vendor Name	Description	Invoice Number
	DISPLAY SPECIAL	Display Equipment	3277011N
	DIVERSIFIED MAT	Pallet Jack	2250007
	EDISON SOURCE	Refrigeration Conversion	JC3178
	FLORAL MERCHAND	Portable Ribbon Rack - Floral	7543
	GRANBY COMPANY	Portable Watering Machine	LP13046
	H & H SALES SER	Lid Support for Donut Fryer, Drain Hose for Grease	64151
	HOBART CORP	Flat Beater, Tin Bowl	16285225
	HUBERT COMPANY	Display Equipment Bakery	989268
	HUBERT COMPANY	Cheese Slicer	996828
	HUBERT COMPANY	Screen Cradle - Bakery	995666
	HUBERT COMPANY	P-Touch Electric; Mold	103252
	HUBERT COMPANY	Display Equipment - Bakery	106116
	HUBERT COMPANY	Display Equipment - Bakery	111652
	HUBERT COMPANY	Super Pan, Lemon Leaf Garland	113686
	HUSSMANN CORPOR	Shadow Black Upper Bumper	27760
	JOHN HENRY CO	Floral Equipment	91090269
	JOHNNIE SUGGS S	Mfr & Install Signs for Various Depts	416992881
	LOZIER CORPORAT	Shelving	18358800900
	LOZIER CORPORAT	Shelving	18358800800
	LOZIER CORPORAT	Shelving	18358801000
	LOZIER CORPORAT	Shelving	20053200100
	LOZIER CORPORAT	Shelving - End Units, Extensions	18358800700
	LOZIER CORPORAT	Shelving - End Units, Extensions	18358800300
	LOZIER CORPORAT	Shelving - End Units, Extensions	18358800500
	LOZIER CORPORAT	Shelving - End Units, Extensions	18358801100
	MARCO COMPANY	Bread Rack Pans	103886
	MIDWAY OFFICE S	Keyboard Drawer	700077
	MIDWAY OFFICE S	Chairs, Bulletin Boards	700078
	MIDWAY OFFICE S	Board, Cork	700388
	NATIONAL RESTAU	Hand Sink	129487
	OUTWATER PLASTI	Shelving	2284288
	PAXTON-THE WOOD	Melamine - Deli	415186
	REIDCO SALES IN	Storage Tanks	9829
	SANDIA SAFE & L	Deadbolts/Rekeys	32643
	TERRY WHITLEY /	Rebuild End Bases	2809
	TOPCO ASSOCIATE	Customer Service Podium	4942854
	TRADE FIXTURES	Shelving	22692
	UNIVERSAL STAIN	SS Table - Bakery	280251N
Period 6			
9906000169	ADAMS PLASTICS	Gentry Oak	5322A
9906000170	ALL STATE PAINT	Painting Misc	2736
9906000170	ALL STATE PAINT	Install 'Online' & 'No Parking'	2732
9906000171	CACTUS MAT MANU	Comfort Zone Mats	16050
9906000172	CUSTOMCRAFT FIX	Laminate Rolls	1514
9906000173	D&B GLASS CO.	Glass Tinting	A0060505
9906000173	D&B GLASS CO.	Glass Tinting	A0060596
9906000174	DISPLAY SPECIAL	Party Trays	3255851N
9906000175	DISPLAY SPECIAL	Track Sign	031166551N
9906000176	EDISON SOURCE	Refrigeration Install	JC3273
9906000177	EDISON SOURCE	Remove Bakery Case, Install Overhead Drop Hangers	JC3340
9906000178	GARY LIND	Misc Materials for store remodel	50899
9906000179	H & H SALES SER	Adj Convection Oven Calibration & Door	64181
9906000180	HUBERT COMPANY	Deep Dish Tem Glass	993087B1
9906000181	JOHNNIE SUGGS S	Signs	60999881
9906000182	LOZIER CORPORAT	Display Shelving	18358801400
9906000182	LOZIER CORPORAT	Display Shelving for nutrition center	18358801300
9906000183	MCCUE CORPORATI	Cart Guards	118035
9906000184	MIKE BOWMAN	Misc Materials for store remodel	60299
9906000185	NATIONAL RESTAU	Steamer Lobster	139689
9906000186	PAXTON-THE WOOD	Shelf support nails	418030
9906000187	RETAIL ADVERTIS	Grand Opening Banners	5789

Asset Number	Vendor Name	Description	Invoice Number
9906000187	RETAIL ADVERTIS	Display Sign	5807
9906000189	SCOTT'S SHEET ME	Stainless Steel Flashing	13301
9906000190	SIGNART OF NEW	Lexan Signs	17910
9906000191	W.W. GRAINGER.	Tool Wall Rack	245054556
9906000192	WATKINS MOTOR L	Crates of Glass	ABQ002596
Period 7			
9907000158	BARKER CO	NON-GLARE GLASS	21891
9907000159	BINGHAM ELECTRI	INSTALL FURRS COM CALL BOX	3650
9907000160	EDISON SOURCE	CHANGE END CAPS	189723
9907000160	EDISON SOURCE	REMOVAL OF CASES/TOWING	JC3368
9907000161	EDISON SOURCE	POWER HEADS - REFRIG UPGRADE	JC3180
9907000162	HUSSMANN CORPOR	FROZEN MEAT CASE	29819
9907000163	MARCO COMPANY	BAKERY TABLES	106410
9907000167	SCOTT'S SHEET ME	EXHAUST SKIRT FOR HOOD	13426
9907000168	TOPCO ASSOCIATE	TABCOCK/EXPRESS CHECKSTAND	4945932
9907000169	WELLBORN PAINT	PAINT & MATERIALS	060G016213
9907000169	WELLBORN PAINT	SUPPLIES	060G016404
9907000169	WELLBORN PAINT	PAINT/SUPPLIES	060G016283
Period 8			
	EDISON SOURCE	REPAIR OIL LEAK ON REFRIG	195427
	WELLBORN PAINT	PAINT & PAINT SUPPLIES	60G016877
	CIT GROUP/COMME	DLR-SHPD PROD & SVCS - I	101860712
	EDISON SOURCE	REFRIGERATION INSTALL	JC3190
	HUBERT COMPANY	CORTINA MELON CART, WAGON CART	123917
	REFRIGERATION TECH	PENCIL CASE THERMOMETERS	4663
Period 9			
9909000165	B & H WHOLESALE	REBUILT FRYER	9833
9909000166	EDISON SOURCE	REPLACE VALVE IN FLORAL	194304

Furr's Supermarkets, Inc.

Fixed Assets

Location: 936

5514 Alameda/Beuno Vista, El Paso TX 79936

Asset Number	Vendor Name	Description	Invoice Number
9902000221	JOHNNIE SUGGS SALES	Flex Face Banner	126997
9902000222	MULTIMEDIA	Signs	23058
9903000265	AM FAB INC	Meat Slicer Stand	18419
9903000266	AMERICAN LOUVER	Jumbo Handbaskets, Stamping Baskets	113690
	COMMUNICATION E	Extend Line	8850
9903000267	COMMUNICATION E	Install Phone	8849
9903000269	FEDERAL EXPRESS	Transportation Charges	478245292
9903000271	HUBERT COMPANY	Bakery Tags, Dome Style	950796
	LAWRENCE EQUIPMENT	Micro Combo II - Flour Tort Press, Oven	243111
9903000272	LAWRENCE EQUIPMENT	Micro Combo II	52321
9903000273	MUZICOM	Install Intercom	7802
9903000274	REFRIGERATION T	Reconditioned Hussmann CGD-8 Lift Glass Deli	4596
9903000275	RETAIL ADVERTIS	Signs - "Open During Remodel"	5569
9903000276	TOTE CART COMPA	Scanner Cart, Vert. Bumper, Pemco Wheels	24097
9903000277	WEST LIGHT GLAS	Door Package	1400
9903000278	WT LIGHTING COM	Relamp	60209
9904000216	CENTRAL MERCHAN	Angel Food Cake Pan	991977
	COMMUNICATION E	Change Programming	8871
9904000217	COMMUNICATION E	Install Phones	8887
9904000218	COMMUNICATION E	Sign Installation	8886
	FRONTIER STORE	Fresh Tables	9014FSF99
9904000221	FRONTIER STORE	Produce Tables	9013FSF99
	HUBERT COMPANY	SprGrips, Kroger Channel	969076
	HUBERT COMPANY	Market Tray, Octag Crook	969087
	HUBERT COMPANY	Case Set for Deli Décor	969047
	HUBERT COMPANY	Display Equipment	969040

Asset Number	Vendor Name	Description	Invoice Number
	HUBERT COMPANY	Display Equipment	969051
	HUBERT COMPANY	Display Equipment	969067
	HUBERT COMPANY	Display Equipment	969067B1
9904000222	HUBERT COMPANY	Hispanic Case Set	969040B1
9904000223	HUBERT COMPANY	Display Equipment	969051B1
9904000224	KENDRICK ELECTR	Pans	969055
	LI NEON SIGN CO	Bakery, Floral, Deli Elec	5981001
9904000225	LI NEON SIGN CO	Manufacture & Install Add'l Pkg.:Signs	20172
9904000226	PARKEYS CUSTOM	Manufacture & Install Sign, Permits	20190
9904000227	RETAIL ADVERTIS	Trim/column Covers	3582
Period 5	A.M. REFRIGERAT	"Grand Opening" Signs	5680
	CLARKS BUILDING	Relo Salad, Floral Cases; Demo Bakery Cake Cases	97747
	HOBART SALES/SE	Rework Cabinet for Deli. Patch Tile, Install Rails	400
	HOBART SALES/SE	Mixer	29725
	HUBERT COMPANY	Install Program in unit - Meat	29603
	INTERMETRO INDU	Bakers Beam Scale	109783
	JOHNNIE SUGGS S	Chrome Post, Shelf	55628
	KENDRICK ELECTR	Install Streamers, Remove Pole Signs	414994936
	LAWRENCE EQUIPM	Repair Concrete	6329
Period 6		Flour Tortilla Press, Oven & Cooler	52851
9906000205	FARGO CONSTRUCT	Pickup Misc Equip and take to storage	FC2339
9906000206	HURST INC	Concrete cutting, relocate flower shop, install sinks	23980
9906000207	KENDRICK ELECTR	Relocate Drop for rounder in Bakery	6422
Period 7			
9907000198	FARGO CONSTRUCT	RELAMINATE CHECKSTANDS	FC2389
9907000199	WIN HOLT EQUIPM	DOUGH BOX, DLLY	607177001
Period 8	WABASH VALLEY MANUF	32 GAL DOME TOP W/ CHAIN	102764

Furr's Supermarkets, Inc.

Location: 944

115 Americas Avenue South/Alameda, El Paso TC 79907

Asset Number	Vendor Name	Description	Invoice Number
9903000313	A.M. REFRIGERAT	Refrigeration Remodel	97536
9903000314	AM FAB INC	Meat Slicer Stands	18419
9903000315	AMERICAN LOUVER	Jumbo Handbaskets, Stamping Baskets	113546
9903000316	AXIS MARKETING	Kystor Refr. w/c Spot Displays	23752
9903000317	CUSTOMCRAFT FIX	Floral & Helium Cabinets	1415
9903000319	EDISON SOURCE	Remove Salad Case from Lincup	174975
9903000320	FEDERAL EXPRESS	Transportation Charges	478245292
9903000321	FLORAL MERCHAND	Floral Equipment	7111
9903000322	FMH MATERIAL HA	Cat Pallet Jack 5000lb	A22960
9903000324	HUBERT COMPANY		950800
9903000325	JOHN HENRY CO	Floral Equipment	90741377
9903000326	JOHNNIE SUGGS S	Remove Signs, Hang Banner	217995944
9903000327	LAWRENCE EQUIPMENT	Micro Combo II - Flour Tort Press	243101
9903000327	LAWRENCE EQUIPMENT	Micro Combo II	52320
9903000328	MARCO COMPANY	Trays	101359
9903000328	MARCO COMPANY	Veg-Cube	101579
9903000329	REFRIGERATION T	Reconditioned Hussmann RCA-3 Dr. Cases	4592
9903000330	REFRIGERATION T	8 HP Outdoor Condensing Unit	4600
9903000330	REFRIGERATION T	Reconditioned Hussmann PH Produce Cases	4594
9903000330	REFRIGERATION T	Reconditioned Hussmann CGBR-59 Bakery Cases	4601
9903000331	RETAIL ADVERTIS	Signs - 'Open During Remodel'	5569
9903000332	SOUTHERN DOOR L	Shelf	31999944
9903000333	STRUCTURAL CONC	Wall End/Corner Units, Island Base unit	9257901
9903000334	TOTE CART COMPA	Scanner Cart, Vert. Bumper, Pemco Wheels	24098
9903000335	UNIVERSAL STAIN	Polytop w/BS&US, Table	275977N
9904000251	ANIXTER BROS IN	Computer Equipment	112123619
9904000252	BARKER CO	Glass Shelf 6'	21836

Asset Number	Vendor Name	Description	Invoice Number
9904000253	BIO-REMEDIES	Dome Cases	21903
9904000255	CALDARELLAS INC	Hand Sinks, Stainless Steel	9184
9904000256	CENTRAL MERCHANT	Angel Food Cake Pan	991978
9904000257	COMMERCIAL MARK	Del. Counter	5333
9904000258	COMMUNICATION E	Install 2-Line Cordless Phone	8872
9904000258	COMMUNICATION E	Install Cables for Video	8869
9904000258	COMMUNICATION E	Install Loto Jack	8870
9904000258	COMMUNICATION E	Install Cable/Move Phone	8888
9904000259	COMMUNICATION E	Sign Installation	8889
9904000260	CRAIG H UNGER	Phone Line Repair	3165
9904000261	CUSTOMCRAFT FIX	Acrylic Shelves	1439
9904000263	EL PASO KEY FIT	Cores Changes	181591
9904000263	EL PASO KEY FIT	Cores	181743
9904000263	EL PASO KEY FIT	Realign Strike on Sliding	181831
9904000264	FARGO CONSTRUCT	Paint & Deliver Metal Table	FC2129
9904000264	FARGO CONSTRUCT	Pick-up/Deliv. Equip., Bld. End Bases, Produce Table	FC2189
9904000265	HUBERT COMPANY	Display Equipment	968475
9904000265	HUBERT COMPANY	Black Pans	968484
9904000265	HUBERT COMPANY	Market Tray, Octag Crock	968456
9904000265	HUBERT COMPANY	Case Set for Oriental Section	967200
9904000265	HUBERT COMPANY	Display Equipment	968494
9904000265	HUBERT COMPANY	SprGrips, Kroger Channel	968490
9904000265	HUBERT COMPANY	Display Equipment	967297
9904000265	HUBERT COMPANY	Display Equipment	970108
9904000265	HUBERT COMPANY	Display Equipment	968494B1
9904000265	HUBERT COMPANY	Display Equipment	967297B1
9904000265	HUBERT COMPANY	Display Equipment	970108B1
9904000265	HUBERT COMPANY	P-Touch Labeler, Seafood Shell Tag Kit	975075
9904000265	HUBERT COMPANY	Side View Mold Clamp MT	975250
9904000265	HUBERT COMPANY	P-Touch Labeler, Seafood Shell Tag Kit	972020
9904000266	HOBART CORPORAT	Manual Slicers, Quantum Scale	4048198
9904000266	HOBART CORPORAT	Manual Slicers, Quantum Scale	4053102
9904000266	HUSSMANN CORPOR	Meat Cases	26470
9904000267	LI NEON SIGN CO	Manufacture & Install Add'l Pkg., Signs	20172
9904000267	LI NEON SIGN CO	Manufacture & Install Sign	20191
9904000268	MART CART	Martshopper 01001SL, Bumper Guard	96496
9904000269	MIDWAY OFFICE S	Chairs, Stacking 4/ct, Folding Table	693238
9904000270	MUZICOM	Install Intercom/Pager Sys.	7834C
9904000271	REFRIGERATION T	Floral Case, Glass Shelves	4605
9904000272	RETAIL ADVERTIS	"Grand Opening" Signs	5680
9904000273	SPECS REFRIGERA	CPC Work	6994
9904000274	STRUCTURAL CONC	Wall Section Units, Island Units	9257902
9904000275	W.W. GRAINGER,	Faucet, Single Bowl Sink	242999597
9904000276	WESTERN ENTERPR	Remote Balloon Station, Adj. Cylinder Regulator	797645
9904000277	WT LIGHTING COM	Outside Lighting Material	60455
9904000277	WT LIGHTING COM	Relamp, Lighting Int.	60536
Period 5	BULLOCKS EXPRES	Freight Charges	802345577
	CUSTOMCRAFT FIX	Helium Cabinet	1508
	GRANBY COMPANY	Portable Watering Machine	LP13044
	HOBART SALES/SE	Mixer	29727
	HOBART SALES/SE	Delivered Mixer from N. Carolina	29679
	HOBART SALES/SE	Install Program Furr's to LaFeria Store	29802
	HOME DEPOT	Ceiling Fans	82470
	HOME DEPOT	Celing Fan	51268
	HUBERT COMPANY	P-Touch Electric	936273
	JOHNNIE SUGGS S	Mfr & Install Pharmacy Signs	414993944
	JOHNNIE SUGGS S	Pharmacy Signs	507998944
	LAWRENCE EQUIPM	Combo Oven	524710
	LAWRENCE EQUIPM	Flour Tortilla Press, Oven & Cooler	52850
	MCCUE CORPORATI	Cartguard, End Cap, Corners	INV55765
	MCCUE CORPORATI	Cartguard, End Cap, Corners	INV55596

Asset Number	Vendor Name	Description	Invoice Number
	PARKEYS CUSTOM	Video Drops	3598
	SPECS REFRIGERA	CPC Controls	8403
Period 6			
	A.M. REFRIGERAT	Refng Upgrade - Convert Racks	98608
9906000215	A.M. REFRIGERAT	Refrigeration Install	99134
	FARGO CONSTRUCT	Rework, re-laminate and install cabinets	FC2329
9906000217	FARGO CONSTRUCT	Build & Install cash drawers	FC2309
9906000219	RABA-KISTNER	Field/Survey/Chemistry	24871
9906000220	WIN HOLT EQUIPM	Pizza Dough Box	607175001
9906000221	WYLER INDUSTRIA	Dock Gate & Leveler	84163129
Period 7			
9907000207	MADIX STORE FIX	VIDEO TAPE DISPLAYERS	T907368
9907000207	MADIX STORE FIX	TO CORRECT FREIGHT CHARGES	TC90246
9907000208	WIN HOLT EQUIPM	DOUGH BOX, DOLLY	607173001
Period 8			
	B & H WHOLESALE	ICE SHAVER & ACCESSORIES	380477
	B & H WHOLESALE	ICE SHAVER ACCESSORIES	380478
	FLORAL MERCHAND	RIBBON BALLON COUNTER	8032
	HURST INC	WATER COOLER	24154
	SOUTHWEST SAW C	SAW REBUILT - MEAT DEPT	23847
	W.W. GRATNGER	COMPACT AIR CURTAIN	241411909
Period 9			
9909000188	DURHAM MARKETING	DOCK LEVELER	61942
9909000190	RYDER TRS INC	TRUCK RENTAL	4.49504E+14