

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., § Case No. 11-01-10779-SA  
Debtor. § Chapter 11  
§  
§

**DYER STREET TRIANGLE JOINT VENTURE'S OBJECTION TO  
ASSIGNMENT OF LEASE**

Comes now, **Dyer Street Triangle Joint Venture** and files this its Dyer Street Triangle Joint Venture's Objection to Assignment of Lease to the Proposed Third-Party Purchaser and in support thereof respectfully shows the Court as follows:

1. Dyer Street Triangle Joint Venture ("Dyer Joint Venture") is the owner and lessor of certain property located at 8201 Dyer Street in El Paso, Texas (the "Property").
2. Dyer Joint Venture currently leases the Property to Furr's Supermarket's, Inc. ("Debtor") under a written lease agreement (the "Lease"). The Debtor operates Furr's store number 928 on the Property.
3. In the Debtor's Third Party Purchaser Notice, the Debtor indicates that it intends to assign the Lease to South Carolina Erica, Inc. ("SC Erica").
4. A final hearing on the Lease assignment is scheduled for Tuesday, August 7, 2001, at 1:30 p.m.
5. Dyer Joint Venture hereby objects to the assignment of the Lease to SC Erica. As grounds therefore, Dyer Joint Venture would show that Dyer Joint Venture has not been provided with adequate assurance of SC Erica's future performance under the Lease as required under section 365(f)(2)(B) of the United States Bankruptcy Code. Dyer Joint Venture has not been provided with

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any financial information concerning SC Erica. Furthermore, Dyer Joint Venture did not receive notice of the proposed assignment until 10 o'clock a.m. today, Friday, August 3, 2001.

6. Dyer Joint Venture hereby requests that this Court grant this objection, thereby denying approval of the Debtor's assignment of the Lease for Furr's store number 928, until such time that Dyer Joint Venture is provided adequate assurance of SC Erica's future compliance with the Lease agreement in compliance with section 365(f)(2).

**WHEREFORE**, Dyer Joint Venture requests that this Court grant this Objection and disallow the assignment of the Lease for Furr's store number 928 to SC Erica until such time as the Debtor provides Dyer Joint Venture with adequate assurance of future performance, and grant Dyer Joint Venture such other and further relief to which it is justly entitled.

Respectfully submitted,

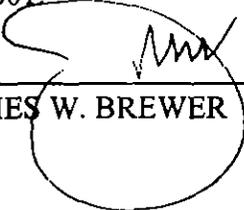
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Attorneys for Dyer Street Triangle Joint Venture

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was delivered to the parties listed below in the manner so indicated in compliance with the Notice Relating to the § 365(f)(2) Adequate Assurance Requirement for Assignment of Store Leases, Lease Estoppel, and of Final Hearing this 3<sup>rd</sup> day of August, 2001.

  
\_\_\_\_\_  
JAMES W. BREWER

**Via First Class U.S. Mail:**

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