

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.

Debtor.

Case No. 11-01-10779 SA  
Chapter 11

**ORDER RESULTING FROM DEBTOR'S NOTICE OF PROPOSED CURE  
AMOUNTS**

This matter came before the Court on the following motions and notices filed by the Debtor Furr's Supermarkets, Inc.'s (the "Debtor"):

A. Motion for Order Approving Sale of Some or All of Debtor's Operating Assets and Granting Related Relief, filed June 1, 2001;

B. Motion for Order Approving Procedure Relating to the §365(f)(2) Adequate Assurance Requirement for Assignment of Leases, filed July 16, 2001;

C. Amended Motion For Order Approving Procedure Relating To The §365(B)(1) Cure And Adequate Assurance Requirements For Assumption Of Leases, filed July 16, 2001; and

D. Notice of Proposed Cure Amounts, served August 6, 2001 (the "Cure Notice").

The Court, being duly advised in the premises and noting that the Debtor has reached an agreement with all the parties who objected to the notice, which parties are set out below, hereby FINDS as follows:

A. The only objections to the notice were filed by the parties set out below.

B. The Cure Notice was appropriate under the particular circumstances.

C. Good cause exists for the entry of this Order.

IT IS THEREFORE ORDERED:

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increased by \$920.10, which represents penalties and interests on late paid taxes. The Court will enter a separate order on the amount, if any, by which the Debtor's proposed cure amount will be increased for attorney fees.

2. Store #875 (Mountain Run Limited Partners). The Debtor's proposed cure amounts are amended as follows: pre-petition rent is \$8969.74; pre-petition taxes, penalties, and interest are \$14,049.63. The Court will enter a separate order on the amount, if any, by which the Debtor's proposed cure amount will be increased for attorney fees.

3. Store #876 (Furrs 1 LLC). The Debtor's proposed cure amounts are amended as follows: pre-petition rent is \$8,969.74; pre-petition taxes, penalties, and interest are \$4,288.85. The Court will enter a separate order on the amount, if any, by which the Debtor's proposed cure amount will be increased for attorney fees.

4. Store #876G (Mossman-Gladden). The Debtor's proposed cure amount is modified to reflect pre-petition rent of \$14,219.60 and \$16,082.95 for taxes. In addition, the cure amount is increased by \$235,590.84, plus interest, reflecting the amount of mechanics' lien claims filed on the property. The Debtor shall have the right to contest some or all of the mechanics' lien claims, provided that the Debtor posts a cash or other bond pursuant to state law and obtains a release of the mechanics' lien claims.

The Court will enter a separate order on the amount, if any, by which the Debtor's proposed cure amount will be increased for attorney fees.

5. Store #878 (Weingarten). The total cure amount for this store is \$44,731.81.

6. Store #879 (Keleher Realty). Debtors' proposed cure amount increased by \$34,640.60, plus interest, reflecting the amount of mechanics' lien claims filed on the property. The Debtor shall have the right to contest some of all of the mechanics' lien claims, provided that the Debtor posts a cash or other bond pursuant to state law and obtains a release of the mechanics' lien claims. In addition, the Debtor's cure amount for year 2000 property taxes will be amended to \$18,267.71, which includes penalties and interests. In addition, the cure amount will be increased by \$80 for attorney fees. The assignee of this lease will be liable for all percentage rent for the year 2001 that is due and payable in 2002. Furr's will provide the landlord and the assignee with its 2001 gross sales figures for store 879 by August 31, 2001.

7. Store #881 (Kinderman). The Debtor's proposed cure amount is agreed to by the landlord. The Debtor has represented and given evidence to the landlord that there is no percentage rent due.

8. Store #882 (CenterAmerica). The Debtor's proposed cure amount is increased by \$44,244.00.

9. Store #884 (Kinderman). The Debtor's proposed cure amount is agreed to by the landlord. The Debtor has represented and given evidence to the landlord that there is no percentage rent due.

10. Store #886 (Weingarten). The Debtor and the landlord have agreed to a total cure amount of \$13,826.80.

11. Store #889 (Nydes). The Debtor and the landlord have agreed to the following amounts: \$2,345.27 in pre-petition rent, \$3,008.39 in pre-petition common area maintenance charges, \$3394.73 in attorney fees, and \$139.71 in additional 2000 property taxes, for a total adjustment in the Debtors proposed cure amount of \$8888.10. The foregoing cure amount does not include amounts that are accruing under the leases for property insurance. Assignment of the lease to a third party is hereby expressly conditioned upon such third party's obligation to pay all property insurance charges when they become due and owing to the landlord under the terms of the lease.

12. Store #899 (CenterAmerica). The Debtor and the landlord have agreed to a total cure amount of \$40,556.00.

13. Store #914 (Geller). The Debtor's proposed cure amount is increased by \$1,437.50.

14. Store #916 (Lakeway). The Debtor's proposed cure amount will be increased by \$1,766.75. The Court will enter a separate order on the amount, if any, by which the Debtor's proposed cure amount will be increased for attorney fees.

15. Store #917 (Claus Dolling). The Debtor and the landlord have agreed to a total cure amount of \$20,660.74.

16. Store #918 (Claus Dolling). The Debtor and the landlord have agreed to a total cure amount of \$27,214.66.

17. Store #934 (Furr's 1-9 LLC). The Debtor's proposed cure amounts are amended as follows: pre-petition rent is \$4,829.85; pre-petition taxes,

penalties, and interest are \$63,488.79. The Court will enter a separate order on the amount, if any, by which the Debtor's proposed cure amount will be increased for attorney fees.

18. Store #937 (Furr's 1-9 LLC). The Debtor's proposed cure amounts are amended as follows: pre-petition rent is \$7,934.77; pre-petition taxes, penalties, and interest are \$77,591.01. The Court will enter a separate order on the amount, if any, by which the Debtor's proposed cure amount will be increased for attorney fees.

19. Store #947 (Weingarten). The Debtor's proposed cure amount is approved, subject to the other terms and provisions of this Order.

20. Store #948G (Green). The Court will enter a separate order on the amount, if any, by which the Debtor's proposed cure amount will be increased for attorney fees.

21. Store #977 (Rosche One). The Debtor and the landlord have agreed to a total cure amount of \$23,816.78.

22. Store #987 (Tri-State). The Debtor and the landlord have agreed to a total cure amount of \$10,858.86.

23. Stores #862 (Las Lunas Shopping); #905 (Furr's 1-9 LLC); #938 (Furr's 1-9 LLC); #950 (River Oaks); #952 (River Oaks); #953 (CFP). The Debtor reached settlements with the landlords regarding the cure amounts for stores ## 862, 905, 938, 950, 952, and 953. Since that time, however, the Debtor has filed a motion to reject those store leases. The Court therefore will not enter an order on the cure amounts for these stores.

24. August Rent. The foregoing cure amounts for the landlords do not include the ~~rent~~ due for August 2001 <sup>JSS lease obligation</sup> because the Debtor has paid or will pay these amounts prior to or at closing.

25. 2001 Taxes. The foregoing cure amounts do not include amounts that are accruing under the leases for 2001 real property taxes. Assignment of the leases to third parties is hereby expressly conditioned upon such third parties' obligation to pay all 2001 <sup>real JSS</sup> property taxes when they become due and ~~payable~~ <sup>payable JSS</sup> to the landlord under the terms of the lease.

26. 2001 CAM Charges. The foregoing cure amounts for the landlords do not include amounts that are accruing under the leases for 2001 Cam charges. Assignment of the leases to third parties is hereby expressly conditioned upon such third parties obligation to pay all 2001 Cam charges when they become due and owing to the landlord under the terms of the lease.

27. Finova Capital. The Debtor and Finova agreed to certain cure amounts. Since then, the Debtor and Finova reached an agreement settling all claims and disputes relating to the Finova equipment leases. The settlement will be memorialized in another order.

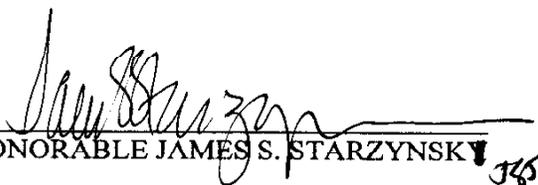
28. Greenleaf Compaction. The Debtor and Heller agreed to certain cure amounts. Since then, the Debtor and Greenleaf reached an agreement settling all claims and disputes relating to the Greenleaf equipment leases. The settlement will be memorialized in another order.

29. Heller Finance. The Debtor and Heller Finance agreed to certain cure amounts with respect to certain floor cleaning equipment. Since then, the Debtor

and Heller Finance reached an agreement settling all claims and disputes relating to the leased floor cleaning equipment. The settlement will be memorialized in another order.

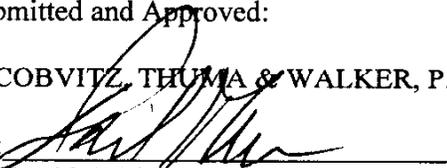
30. Other Cure Amounts Approved. Except as set forth in this Order, the Debtor's proposed cure amounts are hereby approved in all respects.

31. Effective Immediately. This Order shall be effective immediately upon entry. No automatic stay under Fed. R. Civ. P. 62(a) applies to this Order.

  
HONORABLE JAMES S. STARZYNSKI JS

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I hereby certify that a true and correct copy of the foregoing was either electronically transmitted, faxed, delivered or mailed to the listed counsel and parties on:

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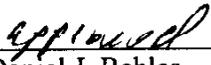
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