UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.

Debtor.

Case No. 11-01-10779 SA
Chapter 11

ORDER APPROVING DEBTOR'S ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASES

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 (the "Sale Motion");

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;

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

E. Various Notices Relating to the §365(f)(2) Adequate Assurance Requirement for Assignment of Store Leases, Lease Estoppel, and of Final Hearing.

Pursuant to the foregoing motions, the Court has entered the following orders:

(a) Order Resulting From Debtor's Notice of Proposed Cure Amounts, entered August 31, 2001 (the "Cure Order"); and

(b) Order Finding Adequate Assurance, entered August 31, 2001.

The Court, based upon the foregoing motions and orders, and being duly advised in the premises, hereby FINDS as follows:

A. The notice given of the Debtor's request to assume and assign the unexpired leases identified below (the "Leases") was appropriate under the particular circumstances.

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

C. The Debtor has demonstrated all the legal and factual predicates necessary to allowing the Debtor to assume the Leases, and to assign the Leases to those parties identified below.

IT IS THEREFORE ORDERED:

1. The Court approves the Debtor's assumption of the Leases identified on Exhibit A to this Order, conditioned upon (a) payment of the cure amounts and compliance with the other terms, conditions, and provisions set forth in the Cure Order, and (b) consummation of the transactions contemplated under that certain Asset Purchase Agreement between the Debtor and Fleming Companies, Inc., as amended (the "Asset Purchase Agreement"), which was approved by this Court in its Order (i) Approving Asset Purchase Agreement with Fleming Companies, Inc., (ii) Authorizing the Sale of All or Substantially All of the Debtor's Operating Assets and the Transactions Contemplated by Asset Purchase Agreement, and (iii) Granting Related Relief, entered July 9, 2001.

2. The Debtor may assign the Leases to those third party assignees identified on Exhibit A to this Order, conditioned upon (i) payment of the cure amounts

set forth in the Cure Order, (ii) consummation of the transactions contemplated under the Asset Purchase Agreement, (iii) as to the lease for store # 933 with LSF Bassett, L.P., the agreement of the affiliates of Big 8 Foods Ltd., namely Big 8 Supermarkets, L.C., Edd Powell Partnerhip, and Edd and Ethel Powel 1993 Trust, to be liable for all obligations under the lease to the same extent as Big 8 Foods Ltd., and (iv) as to the lease for store # 918 with Claus Dolling, Erica Inc. obtaining, before the proposed assignment of the lease, financing in the approximate amounts and kinds testified to by Mr. Raymond E. Schalek at the final hearing on the Motion held August 7, 2001.

3. Pursuant to 11 U.S.C. § 365(k), upon such assignment the Debtor shall be relieved of all liability arising under the Leases after the date of assignment. The Debtor shall not be relieved of liabilities that accrued prior to assignment but were not due and payable until after the assignment, but may agree with the third party assignee to have the assignee assume such liability in addition to the Debtor.

4. The third party assignees shall take the assigned Leases subject to all outstanding subleases between the Debtor as the sublessor and the subtenants of the subleases. Upon assignment, the Debtor shall be relieved of all liabilities that accrue after such assignment under the subleases.

5. Any objections that Hannibal Associates L.P. may have to the proposed assignment of the Debtor's interest in the real property lease for store #904 in Ruidoso, New Mexico to Safeway, Inc. (with a sublease to MAL Enterprises), are hereby overruled, due to Hannibal's failure to attend a final hearing on such objections, held August 31, 2001 at 8:30 a.m. MST.

6. This Order shall be effective immediately upon entry. No automatic stay under Fed. R. Civ. P. 62(a) or Bankruptcy Rule 6004(g) applies to this Order.

HONORABLE JAMES S. STARZYNSKI

Submitted and Approved:

JACOBVITZ, THUMA & WALKER, P.C.

By: _____

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(505) 766-9272 (fax)
Attorneys for the Debtor

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:

AUG 3 1 2001

Mary B. Anderson

LEASE ASSIGNMENTS

STORE NO.	LANDLORD	PURCHASER
917	Claus Dolling	MAL Enterprises, Inc.
878	Weingarten Realty	Safeway, Inc.
882	CA New Mexico LLC	Safeway, Inc.
904	MALEASE 15 Safe Corp.	Safeway, Inc. (sublease to MAL Enterprises, Inc.)
916	Lakeway Shopping Center	Safeway, Inc. (Sublease to Erica, Inc.)
945	Surway Assoc. Ltd.	Safeway, Inc.
912	Kawananakoa, Abigail K. Alta Mae Haugland (ground lease)	W&N Enterprises, Inc.
914	Bandem Partnership	W&N Enterprises, Inc.
933	LSF Bassett, L.P.	Big 8 Foods, Ltd.
934	Furrs 6 LLC	Big 8 Foods, Ltd.
935	G.G.I.A. II, Limited	Big 8 Foods, Ltd.
936	Lincoln Trust as Custodian for Daniel Elstein, M.D. Rollerver IRA	Big 8 Foods, Ltd.
937	Furrs 8 LLC	Big 8 Foods, Ltd.
947	Weingarten Realty Investors	Big 8 Foods, Ltd.

STORE NO.	LANDLORD	PURCHASER
918	Claus Dolling	Erica, Inc.
928	Dyer Street Triangle JT Venture	Erica, Inc.
948	Western Properties Assocs Two Green/Watkins (ground lease)	Erica, Inc.
977	Rosche One Interests, L.P.	Erica, Inc.
987	Tri State Commercial	Erica, Inc.
875	Furrs 2 LLC Mountain Run Partners Ltd.	Smith's Food & Drug Centers, Inc.
876	Mossman-Gladden (ground lease) Furrs 1 LLC	Smith's Food & Drug Centers, Inc.
879	Keleher Realty, Inc.	Smith's Food & Drug Centers, Inc.
884	Werner Kinderman	Smith's Food & Drug Centers, Inc.
891	Seville East	Smith's Food & Drug Centers, Inc.
897/887	Developers Diversified Realty Corp.	Smith's Food & Drug Centers, Inc.
899	Centeramerica Property Trust, L.P.	Smith's Food & Drug Centers, Inc.
885	(Owned by Furr's--fee interest to be transferred)	Pay and Save, Inc.
888	P.O.B. Apollo Santa Fe L.P.	Pay and Save, Inc.
889	Nydes Properties	Pay and Save, Inc.

STORE NO.	LANDLORD	PURCHASER
901	Rosche One Interests, L.P.	Pay and Save, Inc.
993	Sunwest N.O.P., Inc.	Pay and Save, Inc.
874	River Oaks Properties, Ltd.	Raley's of New Mexico, Inc.
881	Werner Kinderman	Raley's of New Mexico, Inc.
896	Cruz Alta Plaza	Raley's of New Mexico, Inc.
886	Weingarten Realty	Whole Foods Market Southwest, L.P.
913	Greer Enterprises	Fleming Companies, Inc.