

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Case No. 11-01-10779-SA

Chapter 11

Debtor.

**ORDER GRANTING DEBTOR'S MOTION TO (i) ASSUME AND ASSIGN  
CERTAIN UNEXPIRED REAL ESTATE LEASES AND ASSOCIATED  
SUBLEASE, AND (ii) SELL CERTAIN PERSONAL PROPERTY TO SAFEWAY  
INC. (STORES 877, 893, AND 909)**

This matter came before the Court on the Debtor Furr's Supermarkets, Inc.'s (the "Debtor's") Motion to (i) Assume and Assign Certain Unexpired Real Estate Leases and Associated Sublease, and (ii) Sell Certain Personal Property to Safeway Inc. (Stores 877, 893, and 909) (the "Motion"), and the Court, being duly advised in the premises and noting that the only party that objected to the Motion has consented to the entry of this Order, HEREBY ORDERS:

1. The cure amounts for any and all defaults under 11 U.S.C. § 365(b)(1) for the three real property leases identified on Exhibit A to this Order (the "Leases") are approved and fixed in the amounts listed on Exhibit A.

2. Pursuant to 11 U.S.C. § 365(a), the Debtor may assume the Leases, conditioned upon the payment of the cure amounts listed on Exhibit A, to the extent such amounts have not already been paid to the real property lessors, taxing authorities, or other appropriate payees.

3. Pursuant to 11 U.S.C. § 365(f), the Debtor may assign the Leases and the associated sublease identified on Exhibit A to this Order to Safeway Inc. ("Safeway").

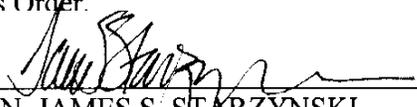
4. Each real property lessor identified in Exhibit A hereto (i) is estopped to deny that the copy of the lease the Debtor enclosed with the Motion to that lessor, the bates-stamped numbers of which lease are:

<u>Store</u>	<u>Bates-Stamp Numbers</u>
877	000103-000298
893	000622-000654
909	001032-001124

is a true and complete copy of the lease between the Debtor and the lessor, (ii) has waived any objection that there are amendments or modifications to the lease, and (iii) has waived any objection that the Debtor is not the current tenant under the lease.

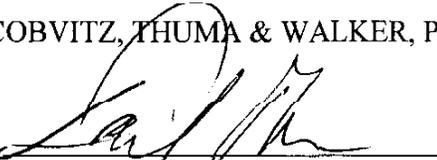
5. The Debtor is authorized, pursuant to 11 U.S.C. § 363(b)(1) and (f), to sell to Safeway the personal property owned by the Debtor and located in stores # 877 and # 909, free and clear of any liens, claims, or encumbrances, in exchange for the sum of \$53,000.00 to be paid by Safeway to the Debtor. The equipment in store #893 is owned by Fleming Companies Inc.

6. The Debtor is authorized to execute any and all documents necessary to effect the transactions contemplated under this Order.

  
\_\_\_\_\_  
HON. JAMES S. STARZYNSKI  
United States Bankruptcy Judge

Submitted and Agreed to:

JACOBVITZ, THUMA & WALKER, P.C.

By: 

David T. Thuma  
500 Marquette, NW  
Suite 650  
Albuquerque, NM 87102  
(505) 766-9272  
(505) 766-9287 (fax)

ATTORNEY FOR DEBTOR

Agreed.

By: 

Louis J. Price  
McAfee & Taft  
10th Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102

ATTORNEY FOR FLEMING COMPANIES, INC.

Agreed:

By: 

D. Michael Dalton  
Andrews & Kurth  
Mayor, Day, Caldwell & Keeton  
L.L.P.  
Texas Bar No. 05333000  
700 Louisiana, Suite 1900  
Houston, Texas 77002  
(713) 225-7000

(713) 225-7047 (Facsimile)  
ATTORNEYS FOR SAFEWAY INC.

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:

**NOV 21 2001**

**Jill Peterson**

EXHIBIT A

STORE NO.	LANDLORD	CURE AMOUNTS	ASSOCIATED SUBLEASE	PERSONAL PROPERTY	PROPERTY SALES
#877 2910 Juan Tabo, Albuquerque, NM	Sunway Associates Limited Partnership Five Cambridge Center, 9th Floor Cambridge, MA 02142	<p>due rent:</p> <p>a. 2001 - \$54,527.15</p> <p>b. 1-7, 2001 - \$13,631.64</p> <p>Aug. 2001 - \$54,527.15</p> <p>pt. 2001 - \$54,527.15</p> <p>Oct. 2001 - \$54,527.15</p> <p>Nov. 2001 - \$54,527.15</p> <p>Arrest on rent: \$6,927.42</p> <p>— none due</p> <p>property taxes:</p> <p>99 - \$7,245.00</p> <p>00 - \$15,198.34</p> <p>01 - \$15,198.34</p> <p>plus any penalties or interest that tax assessor may impose</p> <p>Attorney's Fees - \$14,250.00</p> <p>Litigation Costs - \$1,203.62</p> <p><b>TOTAL CURE AMOUNT</b> <b>\$290.12</b></p>	Ground Sublease, dated June 6, 1984, between Safeway Stores, Inc. and Retail Centers Limited	\$28,000.00	
#893 Big Rock Shopping Center Española, NM	Santa Clara Pueblo P.O. Box 580 Española, NM 87532	<p>due rent:</p> <p>a. 1-7, 2001 - \$1030.89</p> <p>pt. 2001 - \$4,123.33</p> <p>Oct. 2001 - \$4,123.33</p> <p>Nov. 2001 - \$4,123.33</p> <p>Management Rent: \$44,667.00</p> <p>— none due</p> <p>property taxes - none due</p> <p><b>TOTAL CURE AMOUNT</b> <b>\$67.88</b></p>	None	-0- (owned by File	g)

STORE NO.	LANDLORD	CURE AMOUNTS	ASSOCIATED SUBLEASE	PERSONAL PROPERTY SALES PRICE
#909 2513 N. Main Roswell, NM	Malease 15 Safecorp P.O. Box 40 Westbury, NY 11590	Due rent: unpaid balance of \$32,275.44 semi-annual payment due 7- cludes: \$25,282.17 owing to One and \$6,993.27 owing to Malease) property taxes: 00 - \$4,578.53 is 2001 real property taxes when e - more due	None	\$25,000.00
		<b>TOTAL CURE AMOUNT</b> 53.97		

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