

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,
A Delaware Corporation,

Case No. 11-01-10779 SA
Chapter 11

Debtor.

**ORDER APPROVING ASSUMPTION AND
ASSIGNMENT OF UNEXPIRED IMPROVEMENTS
AND GROUND LEASES TO LA TIENDA FOODS, INC.**

This matter came before the court on the Debtor's Motion for Approval of Assumption and Assignment of Unexpired Leases. filed June 13, 2001 (the "Motion"). The Court

FINDS:

- A. On June 12, 2001, the Debtor gave notice June 12, 2001 (the "Notice") of the Motion to all persons on the limited mailing matrix maintained for this chapter 11 case, as shown by the proof of service filed;
- B. The Notice was sufficient and appropriate in the particular circumstances;
- C. The Notice specified a deadline of twenty days, plus three days based on service of the Notice by mail, for a total of twenty-three days, in which to file objections to the Motions;
- D. The objection deadline expired on July 5, 2001, with no objections to the Motions having been filed;

E. The lessors under the Improvements Lease and Ground Lease consented to the assignment and transfer of such leases by Debtor to La Tienda, and waived any rights against Debtor, all as set forth in the Assignment attached to the Motion as Exhibit "A;"

F. No further notice of the Motion or of this order is necessary in the particular circumstances, prior to entry of this order;

G. The Debtor has complied with the requirements of Bankruptcy Code §§ 365(b)(1) and (f) with respect to assumption and assignment of the Leases, as approved by this Order; and

H. Entry of this order is appropriate.

IT IS THEREFORE ORDERED:

1. In addition to the definitions set forth above, as used in this Motion, the following terms are ascribed the meanings set forth below.

"Assignment" means the Assignment Of Leases, dated May __, 2001, between the Debtor and La Tienda, a copy of which is attached as Exhibit "A" to the Motion.

"Ground Lease" means the Ground Lease dated March 2, 1976, originally between The First National Bank of Odessa Texas, Trustee, as Lessor, and Safeway Stores, Inc., as Lessee, covering real estate upon which a supermarket is situated at 810 West Eddy Street in Pecos, Texas (the "Ground Lease"); and with respect to which the Debtor is the successor to the interest of Safeway Stores, Inc., as Lessee.

"Improvements Lease" means the Lease Agreement between S.S. Properties Associates II, as Lessor, and Safeway Stores, Inc., as Lessee, dated September 1, 1976, covering the improvements associated with the supermarket store located at 810 West Eddy Street in Pecos, Texas and with respect to which the Debtor is the successor to the interest of Safeway Stores, Inc., as Lessee.

"La Tienda" means La Tienda Foods, Inc.

"Leases" means the Ground Lease and the Improvements Lease.

"Sublease" means the Sublease Agreement, dated November 26, 1995 under which the Debtor subleased its interest in the Leases to La Tienda.

2. The Debtor hereby is authorized to assume the Ground Lease and the Improvements Lease with respect to the premises locate at 810 S. Eddy Street, Pecos, Texas, upon the terms and conditions set forth in the Leases. Such Assumption of the Leases shall be deemed effective upon entry of this Order.

3. The Debtor hereby is authorized to assign the Ground Lease and the Improvements Lease to La Tienda pursuant to the terms of the Assignment. Upon entry of this Order, such Assignment shall be deemed effective, and the Debtor shall have no further obligations or liability under the Leases.

4. Upon entry of this Order, the Sublease shall be deemed terminated, and the Debtor shall have no further obligations or liability under the Sublease.

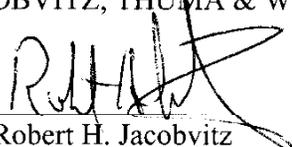
5. The Debtor hereby is authorized to take all actions and execute all documents and other papers as necessary or appropriate (if any) to effectuate the assumption and assignment of the Leases, and termination of the Sublease, as authorized above.



THE HONORABLE JAMES S. STARZYNSKI
UNITED STATES BANKRUPTCY JUDGE

Submitted by:

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By: 

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APPROVED:

SANDERS, BRUIN, COLL, & WORLEY, P.A.

By: Approved by Telephone 7-12-01 RNL

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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:

JUL 14 2001

Mary B. Anderson