

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,	)	
a Delaware corporation	)	No. 11-01-10779-SA
Tax I.D. No. 75-2364418 (Federal;	)	
02-159595-0 (New Mexico)	)	
	)	
Debtor.	)	

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**AGREED ORDER FOR RELIEF FROM STAY**

This matter came before the Court upon agreement between The CIT Group/Equipment Financing, Inc. ("Creditor"), represented by Sutin, Thayer & Browne, P.C. (Suann Hendren) and Furr's Supermarkets, Inc. ("Debtor"), represented by Jacobvitz, Thuma and Walker, PC (David Thuma).

THE PARTIES STIPULATE AND THE COURT FINDS:

1. For good consideration, Debtor entered into a Master Lease Agreement with Creditor, dated March 26, 1999, for the lease of certain equipment (the "Equipment"). A copy of the Master Lease Agreement and its attached Schedule A, listing the Equipment, is attached to the Motion for Relief From Stay filed with the Court on October 4, 2001. Pursuant to the Notice of Revision of Exhibits to Debtor's Motion for Order Approving Sale of Some or All of Debtor's Operating Assets and Granting Related Relief, Debtor has classified the Master Lease Agreement as a "secured financing contract." The Master Lease Agreement is hereinafter referred to as "Contract." Under the

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2. Debtor desires to voluntarily surrendered the Equipment to Creditor and Debtor's counsel concurs.

3. Debtor has no equity in the Equipment and the Equipment is not necessary for an effective reorganization as no reorganization is contemplated.

4. On December 11, 2001, Creditor mailed by first class mail a Notice of Deadline for Filing Objections to Agreed Order Relief From Stay (the "Notice") to debtor, debtor's attorney, Office of the Assistant U. S. Trustee and to attorney for the unsecured creditors' committee in accordance with Rule 4001(d). As of January 7, 2002, no objections have been filed with the Court.

THE COURT ORDERS:

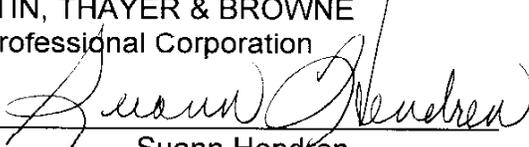
1. The automatic stay provided by 11 U.S.C. § 362 is modified only to the extent to allow the Creditor to foreclose and sell the Collateral in accordance with non-bankruptcy law and the Contract; and to fix the pre-petition amount of the unsecured deficiency claim, if any. Otherwise, the automatic stay remains in full force and effect until modified by applicable bankruptcy law or further order of the Court. The Creditor shall provide an accounting to Debtor's counsel of the results of the sale of the Equipment.

2. To the extent, if any, the Contract represents an unexpired lease, or executory contract, the Contract is hereby deemed rejected as of December 1, 2001.

  
UNITED STATES BANKRUPTCY JUDGE

AGREED TO AND SUBMITTED BY:

SUTIN, THAYER & BROWNE  
A Professional Corporation

By   
Suann Hendren

Attorneys for Creditor  
P. O. Box 1945  
Albuquerque, New Mexico 87103  
(505) 883-2500  
608034

AGREED TO:

JACOBVITZ, THUMA & WALKER, PC

Telephonic approval 11/14/01 \_\_\_\_\_

David Thuma  
Attorneys for Debtor  
500 Marquette NW, Suite 650  
Albuquerque, NM 87102  
(505) 766-9272

All parties entitled to notice:

David Thuma  
Attorneys for Debtor  
500 Marquette NW, Suite 650  
Albuquerque, NM 87102

Suann Hendren  
Sutin, Thayer & Browne, PC  
P.O. Box 1945  
Albuquerque, NM 87103

Office of the U. S. Trustee  
P.O. Box 608  
Albuquerque, NM 87103

Richard Levin  
300 South Grand Avenue  
Suite 3400  
Los Angeles, CA 87103

William E. Davis  
P.O. Box 6  
Albuquerque, NM 87103-0003

Chapter 7 Trustee  
Yvette Gonzales

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:

JAN 08 2002

Mary B. Anderson