IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Debtor. No. 11-01-10779 SA

STIPULATED ORDER FOR ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS, FOR ADEQUATE PROTECTION AND VACATING HEARING (Pinnacle Logistics, Inc. and Countrywide Logistics, Inc.)

THIS MATTER comes before the Court upon the stipulation of the parties, Pinnacle Logistics, Inc. ("Pinnacle"), Countrywide Logistics, Inc. ("Countrywide") appearing by and through their counsel of record, Rodey, Dickason, Sloan, Akin & Robb, P.A. by James A. Askew and Pryor, Cashman, Sherman & Flynn LLP by Peter D. Wolfson and Richard G. Downing II; Debtor-in-Possession, Furr's Supermarkets, Inc., ("Furr's") appearing by and through its counsel of record, Jacobvitz, Thuma & Walker, P.C. by David T. Thuma and the Court being sufficiently advised in the premises,

1. Pinnacle and Countrywide filed their Motion to Compel Debtor to (1) Assume or Reject Certain Executory Contracts and/or Alternatively (2) Requiring the Debtor to Tender Weekly Payments on a Cash Demand Basis ("Motion to Compel") on April 24, 2001.

2. Notice of Pinnacle and Countrywide's Motion to Compel was mailed on April 26, 2001 to all creditors and parties in interest on the updated mailing matrix.

3. Creditors Metropolitan Life Insurance Company, Heller Financial Inc. and Bank of America filed their Objection the Motion to Compel on May 3, 2001. Furr's filed its Objection to the Motion to Compel on May 7, 2001. The Unsecured Creditors Committee filed its Objection to the Motion to Compel on May 16, 2001.

4. On May 9, 2001 a preliminary hearing was held on the Motion to Compel. The final hearing is scheduled for June 27, 2001 at the hour of 9:00 a.m.

5. Pinnacle and Countrywide filed their Amended Motion to Compel Debtor to (1) Assume or Reject Certain Executory Contracts and/or Alternatively (2) Requiring the Debtor to Tender Weekly Payments on a Cash Demand Basis on May 16, 2001.

6. Furr's, Pinnacle and Countrywide have resolved their differences regarding this issue.

7. Furr's has agreed to file its Motion to Assume or Reject Executory Contracts of Pinnacle and Countrywide by July 31, 2001 and so inform Pinnacle and Countrywide of its intentions. The parties may by mutual agreement extend this date.

8. As adequate protection, Furr's will tender payments on both contracts, on Tuesday of each week, beginning June 26, 2001, for amounts that have accrued during the prior week. Each weekly payment shall be for 25% of the amount owed under the contracts for the 4-week period at issue. For

example, on June 26, 2001 (the second week of period 7) Furrs will pay 25% of the amounts owed for period 7, representing the accrual for the first week of period 7). The specific amounts owed under the contracts will be calculated pursuant to the contracts and will be subject to the budget adjustment process set forth in the contracts.

9. Pinnacle and Countrywide have agreed to adjourn without date the deposition of Steven L. Mortensen set for June 21, 2001 and to vacate the final hearing on the Motion to Compel set for June 27, 2001.

10. All parties who objected to the Motion to Compel have agreed hereto.

IT IS THEREFORE ORDERED that:

1. Furr's will file its Motion to Assume or Reject Executory Contracts by July 31, 2001.

2. As adequate protection, Furr's will tender payments on both contracts, on Tuesday of each week, beginning June 26, 2001, for amounts that have accrued during the prior week. Each weekly payment shall be for 25% of the amount owed under the contracts for the 4-week period at issue. For example, on June 26, 2001 (the second week of period 7) Furrs will pay 25% of the amounts owed for period 7, representing the accrual for the first week of period 7). The specific amounts owed under the contracts will be calculated pursuant to the contracts and will be subject to the budget adjustment process set forth in the contracts.

3. The deposition of Steven L. Mortensen set for June 21, 2001 is hereby adjourned without date and the final hearing on the Motion to Compel set for June 27, 2001 is vacated.

4. As all objecting parties have agreed, no further notice is necessary.

5. Entry of this Order resolves the contested matter commenced by the Motion to Compel.

The Honorable James S. Starzynski
United States Bankruptcy Judge

Submitted by:

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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:

JUN 2 7 2001

Mary B. Anderson

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