

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Case No. 11-01-10779-SA

Chapter 11

Debtor.

**AGREED ORDER RESOLVING THE OBJECTIONS OF (I) GENERAL ELECTRIC  
BUSINESS ASSET FUNDING CORPORATION AND (II) GENERAL ELECTRIC  
COMPANY, GE LIGHTING TO DEBTOR'S MOTION FOR ORDER APPROVING  
SALE OF SOME OR ALL OF DEBTOR'S OPERATING ASSETS AND GRANTING  
RELATED RELIEF**

This matter came before the Court on the debtor Furr's Supermarkets, Inc.'s (the "Debtor's") Motion for Order Approving Sale of Some or All of Debtor's Operating Assets and Granting Related Relief (the "Sales Motion") and the objections thereto filed by the General Electric Company, GE Lighting ("GE Lighting"), and General Electric Business Asset Funding Corporation (GEB AFC"), and the Court, being duly advised in the premises and noting that the Debtor, GE Lighting, and GEB AFC have agreed to the entry of this order (the "Agreed Order"), as shown by the signatures set forth below, FINDS:

~~A. Notice and opportunity for hearing on this Agreed Order are adequate and proper under the particular circumstances.~~ *MBM*

B. The Court shall retain jurisdiction to determine all disputes arising under or in connection with this Agreed Order.

IT IS THEREFORE ORDERED:

1. Within 5 days from the entry of this Order, on account of the equipment lease(s) between the Debtor and GEBAFC the Debtor shall pay GEBAFC \$53,478.94 with respect to store # 874, \$43,063.60 with respect to store # 891; \$40,364.12 with respect to store #898; and \$33,978.70 with respect to store #899. GEBAFC does not waive its right to assert that the Debtor is obligated for late charges or attorney fees under the equipment lease(s) between the parties. GEBAFC also does not waive its right to object to any offered cure amounts (including an objection based on claimed late charges or attorney fees) or proposed adequate assurance of future performance if the Debtor seeks to assume and/or assign the subject equipment lease(s), whether pursuant to the transactions contemplated under the Sale Motion or otherwise.

2. Within 5 days from the entry of this Order, the Debtor shall pay GE Lighting \$45,000, in full and final satisfaction of all claims GE Lighting may have against the Debtor, and all claims the Debtor may have against GE Lighting, with respect to the Debtor's pre-petition procurement of light bulbs from GE Lighting pursuant to the retailer agreement between the parties and all attachments thereto including, without limitation, a consignment agreement. Without limiting the generality of the foregoing, the payment shall resolve all matters set forth in the Court's Agreed Order Resolving General Electric Company, GE Lighting's Objection to Debtor's Motion for Interim and Final Order (I) Authorizing Debtor to Incur Post-Petition Secured Indebtedness, (II) Granting Security Interests, (III) Modifying Automatic stay, and (IV) Granting Other Relief, entered March 19, 2001.

3. The Objections are hereby withdrawn.

4. The agreement between GE Lighting and the Debtor set forth in this Agreed Order is approved in all respects.

5. The agreement between GEB AFC and the Debtor set forth in this Agreed Order is approved in all respects.

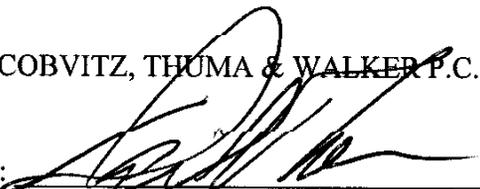
6. This Agreed Order contains the entire agreement between the parties with respect to the subject matter herein and may not be changed, amended, modified or altered except by written agreement signed by each party and approved by the Court or as otherwise ordered by the Court. No representations have been made or relied upon by the parties, except as set forth herein.



THE HONORABLE MARK B. MCFEELEY  
UNITED STATES BANKRUPTCY JUDGE

Submitted and approved by:

JACOBVITZ, THUMA & WALKER P.C.

By: 

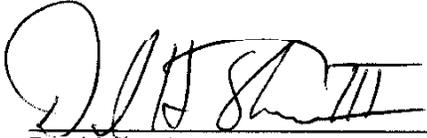
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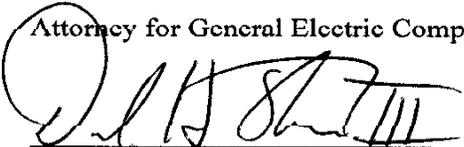


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I hereby certify that a true and correct copy of the foregoing was either electronically transmitted, faxed, delivered or mailed to the listed counsel and parties, on the date file stamped above.

Ellen C. Snyder