

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

Case No. 11-01-10779-SA
Chapter 11

Debtor.

**STIPULATED ORDER GRANTING, IN PART, DEBTOR'S MOTION TO
REJECT CERTAIN UNEXPIRED REAL ESTATE LEASES, SUBLEASES,
AND EQUIPMENT LEASES WITH RESPECT TO
GREENLEAF COMPACTION, INC.**

THIS MATTER came before the Court (a) on the Motion to Reject Certain Unexpired Real Estate Leases, Subleases, and Equipment Leases filed on June 25, 2001 (Doc. No. 665) (the "Motion") filed by the debtor and debtor in possession Furr's Supermarkets, Inc. ("Debtor"), represented by Skadden, Arps, Slate, Meagher & Flom, LLP and Jacobvitz, Thuma & Walker, P.C. (Robert H. Jacobvitz and David T. Thuma), (b) on the objection to the Motion filed by Greenleaf Compaction, Inc. ("Greenleaf"), represented by Puccini & Meagle, P.A. (Louis Puccini) and Osborn Maledon, (c) for preliminary hearing on the Motion held July 20, 2001, and (d) upon the stipulation set forth in this Order by and between Debtor and Greenleaf.

Having reviewed the Motion, and based upon the stipulation of the parties hereto, and being otherwise advised in the matter, THE COURT FINDS: (a) Debtor commenced this case by filing a voluntary petition on February 8, 2001 in this Court under chapter 11 of title 11 of the United States Bankruptcy Code; (b) the Debtor continues to operate its business and manage its properties as debtor-in-possession under Bankruptcy Code §§ 1107(a) and 1108; (c) Debtor filed the Motion on June 25, 2001; (d) a timely objection to the Motion was

filed by Greenleaf; (e) Greenleaf asserts that it has one lease with the Debtor, a Master Equipment Lease, for all stores containing Greenleaf equipment including the Closed Stores (as defined below) and the Debtor reserves the right to assert that the Debtor leased equipment from Greenleaf under sufficiently distinct lease agreements or schedules to permit severable treatment accordingly; (f) Greenleaf and the Debtor have agreed and stipulated to the terms of this Order; (g) the requirements of Bankruptcy Code §365 have been satisfied with respect to the relief granted by this Order; and, (h) entry of this Order, without further notice or hearing, is appropriate.

THEREFORE, THE COURT ORDERS:

1. As used in this Order, the following terms are defined as follows:

a. The “Closed Stores” means the five grocery stores that the Debtor

closed in May 2001 more particularly described as follows:

CLOSED STORE NO.	CLOSED STORE ADDRESS
#871	8100 Ventura NE, Albuquerque, NM
#903	810 East 21st Street, Clovis, NM
#944	115 Americas Ave. S, El Paso, TX
#946	6910 N Mesa Dr, El Paso, TX
#951	10765 Kenworthy, El Paso, TX

b. The “Greenleaf Equipment Lease” means the personal property lease or leases by and between Debtor and Greenleaf for the Leased Property located, among other places, at the Closed Stores, and which lease or leases as to the Closed Stores are more particularly described in Exhibit “C,” attached to the Motion and attached hereto;

c. The “Leased Property” means all personal property located at or

previously located at the Closed Stores and leased under, by and through the Greenleaf Equipment Lease.

2. The Debtor's rejection of the Greenleaf Equipment Lease for Leased Property at the Closed Stores is approved. The effective of such rejection is June 25, 2001. The Debtor shall reduce lease payments under the Greenleaf Equipment Lease either in accordance with the property schedule for the Closed Store or, if there is no separate schedule, on a pro rata basis as set forth on Exhibit "C."

3. All rights, remedies and defenses are preserved with respect to Greenleaf and the Debtor as to the Greenleaf Equipment Lease with respect to all stores other than the Closed Stores and all Leased Property other than that at the Closed Stores, including without limitation, Greenleaf's right to assert that the Debtor cannot reject the Greenleaf Equipment Lease on a store-by-store basis as to stores other than the Closed Stores. The determination of the allowance and the amount of Greenleaf's claims with respect to the Closed Stores is reserved for future adjudication.

4. If the Debtor has not already done so, the Debtor immediately will surrender the Leased Property under the Greenleaf Equipment Lease for which the Debtor's rejection is approved by this Order, and the Debtor is deemed to have surrendered such Leased Property effective on the date it was actually surrendered or as of June 25, 2001, whichever is earlier, if such Leased Property is surrendered within seven (7) days after entry of this Order.

4. The automatic stay provided by 11 U.S.C. §362(a) is terminated as to the Greenleaf Equipment Lease and the Leased Property for which the Debtor's rejection is

approved by this Order to permit Greenleaf to take possession of the Leased Property; and further notice under F. R. Bankr. P. 4001(d) is not required. Termination of the automatic stay with respect to the Greenleaf Equipment Lease and the Leased Property is retroactive to the date Greenleaf removed the Leased Property, at Debtor's request, from the Closed Stores. The stay remains in full force and effect as to all Greenleaf equipment leased under the Greenleaf Equipment Lease other than that located at the Closed Stores.

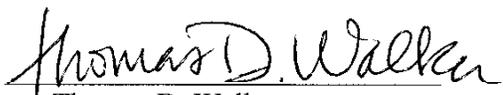
5. This Order does not resolve any issues, claims and defenses regarding allowance, amount, or payment of administrative expense claims, if any, of the vendors/lessors of the Leased Property; all such issues, claims and defenses being preserved without prejudice.



JAMES S. STARZYNSKI
U.S. Bankruptcy Judge

AGREED TO SUBMITTED BY:

JACOBVITZ, THUMA & WALKER, P.C.

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:

AUG 1 0 2001

Mary B. Anderson

and

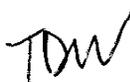
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AGREED:

PUCCINI & MEAGLE, P.A.

By Approved by telephone on August 8, 2001



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and

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EXHIBIT C

Furrs Supermarkets, Inc.
EQUIPMENT LEASES - CLOSED STORES

Lease #	Loc	Vendor	Equipment Description	Start Date	End Date	Monthly 2001 pymt	Annual 2001 pymt
3004-03	871	MDFC (Boeing)	FF&E	12/20/00	12/20/05	47,909.39	574,912.68
1605	871	Petroleum Capital	POS equipment	11/01/00	10/31/04	453.10	5,437.20
*	871	Express Stop/Qualex	1 hour photo equipment			2,415.00	28,980.00
*	871	Greenleaf	Balers, compactors, etc			724.82	8,697.84
*	871	Sensomatic	security equipment			736.94	8,843.28
*	871	Sensomatic	security equipment			1,051.39	12,616.68
*	871	Sonitrol	store security			205.59	2,467.08
*	871	Texas Medical	blood pressure machines	01/01/01	12/31/03	72.45	869.40
	871 Total					53,568.68	642,824.16

4769	903	Comdisco	POS equipment	02/05/95	03/31/03	53.66	643.92
4770	903	Comdisco	POS equipment	07/01/95	03/31/03	11.34	136.08
4771	903	Comdisco	POS equipment	10/01/95	03/31/03	1,201.37	14,416.44
0805-87	903	Heller Financial	floor cleaning equipment	09/01/99	09/01/04	210.29	2,523.48
1605	903	Petroleum Capital	POS equipment	11/01/00	10/31/04	140.65	1,687.80
4700-18	903	Comdisco	Pharmacy computer eq	11/08/99	11/07/02	692.26	8,307.15
1901-28	903	Fleet(Savin), Troy, MI	copiers	02/01/99	01/31/03	64.35	772.20
0718-36	903	Greenleaf	Balers, compactors, etc	06/03/97	06/03/02	728.68	8,744.16
1905	903	Sensomatic	security equipment	04/01/98	03/31/03	49.07	588.84
1905	903	Sensomatic	security equipment	04/01/98	03/31/03	1,150.75	13,809.00
2005-17	903	Texas Medical	blood pressure machines	01/01/01	12/31/03	72.45	869.40
	903 Total					4,374.87	52,498.47

4769	944	Comdisco	POS equipment	02/05/95	03/31/03	386.94	4,643.28
4770	944	Comdisco	POS equipment	07/01/95	03/31/03	863.96	10,367.52
0805-57	944	Heller Financial	floor cleaning equipment	09/01/99	09/01/04	210.29	2,523.48
1605	944	Petroleum Capital	POS equipment	11/01/00	10/31/04	200.94	2,411.28
5706	944	Sensomatic	Store security equipment	06-01-97	07-01-01	31.84	382.08
4700-30	944	Comdisco	Pharmacy computer eq	11/08/99	11/07/02	692.26	8,307.15
0609-11	944	Finova	Store equip	11/01/99	10/31/03	10,476.99	125,723.88
1901-66	944	GE(Savin), Dallas, TX	copiers	08/01/99	07/31/02	70.63	847.56
0718-61	944	Greenleaf	Balers, compactors, etc	03/17/97	03/17/02	741.52	8,898.24
1905	944	Sensomatic	security equipment	04/01/98	03/31/03	1,122.35	13,468.20
1905	944	Sensomatic	security equipment	04/01/98	03/31/03	141.44	1,697.28
*	944	Sensomatic	security equipment	01/01/00	12/31/04	190.94	2,291.28
2005-29	944	Texas Medical	blood pressure machines	01/01/01	12/31/03	74.69	896.28
	944 Total					15,204.79	182,457.51

4769	946	Comdisco	POS equipment	02/05/95	03/31/03	1,697.50	20,370.00
0805-36	946	Heller Financial	floor cleaning equipment	09/01/99	09/01/04	210.29	2,523.48
6846	946	MDFC (Boeing)	FF&E	07/01/95	12/31/01	5,775.92	69,311.10
6946	946	MDFC (Boeing)	FF&E	04/01/95	12/31/01	23,234.25	278,810.94
5706	946	Sensomatic	Store security equipment	06-01-97	07-01-01	31.84	382.08
4700-32	946	Comdisco	Pharmacy computer eq	11/08/99	11/07/02	692.26	8,307.15
0524-16	946	Express Stop/Qualex	1 hour photo equipment	02/01/95	12/31/01	1,602.65	19,231.80
1901-42	946	Fleet(Savin), Troy, MI	copiers	02/01/99	01/31/03	64.35	772.20
0718-64	946	Greenleaf	Balers, compactors, etc	03/13/97	03/13/02	741.52	8,898.24
1905	946	Sensomatic	security equipment	04/01/98	03/31/03	128.79	1,545.48
1905	946	Sensomatic	security equipment	04/01/98	03/31/03	1,366.39	16,396.68
2005-31	946	Texas Medical	blood pressure machines	01/01/01	12/31/03	74.69	896.28
	946 Total					35,620.45	427,445.43

3004-02	951	MDFC (Boeing)	FF&E	12/20/00	12/20/05	51,716.34	620,596.08
*	951	Express Stop/Qualex	1 hour photo equipment			2,489.77	29,877.24
*	951	Greenleaf	Balers, compactors, etc			741.52	8,898.24
*	951	Sensomatic	security equipment			844.48	10,133.52
*	951	Sensomatic	security equipment			1,097.09	13,165.08
*	951	Texas Medical	blood pressure machines	01/01/01	12/31/03	74.69	896.28
	951 Total					56,963.87	683,566.44