UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

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U.S. BANKRUPTCY COURT
ALBUQUERQUE, NM

	)	Chapter 11
In Re:	)	
	)	Case No. 01-10779-SA
FURR'S SUPERMARKETS, INC.,	)	
	)	No Hearing Date
Debtor.	)	
	)	

AFFIDAVIT OF ANTHONY D. FORCUM IN SUPPORT OF APPLICATION OF OFFICIAL UNSECURED CREDITORS' COMMITTEE FOR ORDER PURSUANT TO 11 U.S.C. § 327(a) AUTHORIZING THE RETENTION AND EMPLOYMENT OF DELOITTE CONSULTING L.P. TO NUNC PRO TUNC SERVE AS FINANCIAL ADVISORS AND REORGANIZATION CONSULTANTS

ANTHONY D. FORCUM, being duly sworn, deposes and says:

1. I am a Principal of Deloitte Consulting L.P., which has an office at 6363 N. State Highway 161, Suite 800, Irving, Texas, 75038.

2. I am duly authorized to make this Affidavit on behalf of Deloitte Consulting L.P. ("Deloitte Consulting") in connection with the proposed retention of Deloitte Consulting as financial advisors and reorganization consultants to the Official Unsecured Creditors' Committee (the "Committee") to perform services in conjunction with Deloitte & Touche LLP (together with Deloitte Consulting, "Deloitte") as set forth in the Committee's application (the "Application") to employ and retain Deloitte effective as of February 21, 2001.

3. Deloitte Consulting is well qualified to act as financial advisors and reorganization consultants to the Committee in this chapter 11 case. Deloitte Consulting has assisted debtors and creditors in addressing issues related to amendments of pre-petition secured

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financing facilities and restructuring of balance sheets, and has assisted a number of prominent companies in bankruptcy and out-of-court restructurings. Deloitte Consulting is a highly qualified reorganization consulting and professional services firm whose professionals have substantial experience in projects of this type.

4. To the best of my information, knowledge and belief, neither I, Deloitte Consulting nor any principal or employee of Deloitte Consulting that is anticipated to provide the services for which Deloitte Consulting is to be retained in this chapter 11 case has any connection with the Debtor, its significant creditors, the United States Trustee's office, certain other parties in interest herein, or the Debtor's attorneys or accountants in this case, except as stated herein or on any attachment hereto or in the Affidavit of Ed J. Lynch of Deloitte & Touche LLP (together with Anthony D. Forcum's Affidavit, being hereinafter known collectively as the "Affidavits") submitted with the Application and any attachment thereto.

(a) From time to time Deloitte Consulting or its affiliates have provided, may currently provide, and may in the future continue to provide services to certain of the Debtor's creditors or other parties in interest in matters unrelated to this chapter 11 case. A listing of such parties is shown on Exhibit A hereto. Deloitte Consulting believes that these connections have no bearing on the services for which Deloitte Consulting's retention is being sought in this case. In particular, Deloitte Consulting or its affiliates provides or has provided consulting services to or involving: (i) certain of the Debtor's current financing sources or affiliates, including Bank of America, Credit Suisse Group, Finova Group, Fleet Bank (now FleetBoston, "Fleet"), Heller Financial, and Wells Fargo; (ii) certain of the Debtor's major creditors or their affiliates, including Anderson News Company, The Boeing Company, ConAgra

Inc. (both of which are major Deloitte clients), Edison Source, Fleming Companies, Inc. ("Fleming"), General Mills, Pepsico Inc., Procter & Gamble, Quaker Oats, Southern Wine & Spirits, and United Food & Commercial Workers Union; (iii) certain of the Debtor's professionals, including Skadden, Arps, Slate, Meagher & Flom LLP which also provides services to Deloitte; and (iv) certain of the Debtor's current financing sources provide financing to Deloitte or its individual partners or principals, including Bank of America and Fleet. Fleet provides financing to Deloitte or its individual partners or principals. Bank of America is a significant lender to Deloitte or its members. Metropolitan Life Insurance Company ("MetLife"), an equity holder and lender to the Debtor, is a significant client of Deloitte to whom Deloitte provides audit, tax, and certain other services. Fleming, a former equity holder and creditor of the Debtor, is a significant client of Deloitte to whom Deloitte provides audit, tax, and certain other services. Deloitte provides Windward Capital Partners, including its related funds (collectively, "Windward"), transaction support/merger and acquisition advisory services. MetLife is an investor in Windward. Deloitte has advised the Committee that it has not provided services to any of these entities related to Furr's Supermarkets, Inc. If this Application is approved by this Court, Deloitte will perform such services requested by the Committee relative to matters in this chapter 11 case involving MetLife, Windward, and Fleming, save and except providing expert testimony at trial in any adversary proceeding brought by the Committee against MetLife, Windward, and/or Fleming. Deloitte has from time to time been involved with certain of the Debtor's and Committee's professionals in matters unrelated to this case, including Cohen Weiss & Simon, Pepper Hamilton LLP, and Pryor Cashman, Sherman & Flynn.

5. Deloitte Consulting believes that the relationships described herein or in the Affidavits do not cause Deloitte Consulting to lack "disinterestedness" or to represent an

entity having an adverse interest in connection with this case. Should the Court approve its retention, Deloitte Consulting will maintain its customary confidentiality procedures in connection with services it provides in this case in order to preserve the confidentiality of confidential client information.

6. As one of the largest professional services firms in the United States, Deloitte Consulting and its affiliates have relationships with tens of thousands of clients, some of which may be creditors of the Debtor or other parties in interest, and Deloitte Consulting and its affiliates from time to time have or may have provided professional services to, currently provide or may currently provide professional services to, and may in the future be engaged to provide professional services by entities that are creditors or are currently, or will, become parties in interest in these cases in matters unrelated to this case. However, to the best of my knowledge after reasonable inquiry, the Deloitte Consulting personnel anticipated to serve the Committee have not served and will not serve any party in interest in any matter relating to this chapter 11 case without prior Court approval. Certain of the Debtor's creditors, other parties in interest, or the Debtor's attorneys or accountants, have or may have provided goods or services to, currently provide or may provide goods or services to, and may in the future provide goods or services to Deloitte Consulting or its affiliates or to the engagement partners/principals in matters unrelated to this chapter 11 case. In the ordinary course of its business, Deloitte Consulting has business relationships in unrelated matters with its principal competitors, the other "Big Five" accounting firms, including Arthur Andersen LLP, the Debtor's accountants. For example, from time to time, Deloitte Consulting and one or more of such entities may work jointly on assignments for the same client or may otherwise engage each other for various purposes. Deloitte Consulting

has also been involved in other bankruptcy cases in which PricewaterhouseCoopers LLP has been engaged as professionals, as here.

7. In connection with its proposed retention by the Committee in this case, Deloitte Consulting has undertaken a search to determine and to disclose whether it has any relationships with the following entities:

(a) the Debtor;

(b) the Debtor's officers and directors;

(c) the 20 largest unsecured creditors of the Debtor;

(d) the attorneys, and other professionals that the Debtor have sought authority to employ in this chapter 11 case, pursuant to applications filed on the date hereof;

(e) lenders under the Debtor's senior and subordinated debt facilities;

(f) the Debtor's equity investors; and

(g) the attorneys that the Committee has sought authority to employ in this chapter 11 case, pursuant to applications filed on the date hereof.

Despite the effort described above to identify and disclose Deloitte Consulting's connections with parties in interest in this case, because Deloitte Consulting and its affiliates are nationwide firms with tens of thousands of employees, and because the Debtor is a large enterprise, Deloitte Consulting is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if Deloitte Consulting discovers additional information that it determines requires disclosure, it will file a supplemental disclosure with the Court promptly.

8. To the best of my knowledge, the connections of Deloitte Consulting or its affiliates with any of the foregoing entities in matters unrelated to this chapter 11 case are set forth herein or on the Exhibit A attached hereto. In light of the extensive number of creditors

and other parties in interest, neither Deloitte Consulting nor I are able to identify conclusively all such potential relationships. I am, however, presently aware of no such connections, except as set forth herein or on Exhibit A.

9. Subject to the foregoing, neither I, Deloitte Consulting, nor any member or employee of Deloitte Consulting who is anticipated to work on this engagement, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or its estate with respect to the matters on which Deloitte Consulting is to be retained.

10. Subject to the foregoing, to the best of my knowledge, neither I, Deloitte Consulting nor any member or employee of Deloitte Consulting is anticipated to work on this engagement has any other connection with the Debtor, their creditors, the United States Trustee's office, any other party in interest, or the Debtor's attorneys or accountants in this chapter 11 case.

11. The services to be rendered include all those services set forth as may be provided by Deloitte Consulting in the Application for authorization to employ and retain Deloitte Consulting in this case at paragraph 10.

12. Subject to allowance and approval this Court, Deloitte Consulting will charge its regular hourly rates in performing the aforementioned services. Deloitte Consulting's hourly rates at present range from $565 to $600 for principals and directors, $505 to $550 for senior managers, $435 to $480 for managers, $300 to $360 for senior consultants and $100 to $250 for consultants and analysts. In the normal course of business, Deloitte Consulting revises its regular hourly rates periodically and Deloitte Consulting requests that the aforementioned rates be revised to the regular hourly rates that will be in effect from time to time. Changes in regular hourly rates will be noted on the invoices for the first time period in which the revised

including travel, delivery service and other costs including the New Mexico gross receipts or use tax on the total amount of fees and expenses (if applicable), incurred in providing the services are included at actual cost, in the total amount billed.

13. Deloitte Consulting intends to apply for compensation for professional services to be rendered in connection with this chapter 11 case and for reimbursement of expenses incurred, in accordance with applicable provisions of the Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of New Mexico, the Clerk's Practice and Procedure Guide, the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under § 330, the Application (if entered) and other applicable Orders of this Court. Deloitte Consulting has not shared or agreed to share any of its compensation from the Committee with any other external person.

Anthony D. Forcum

Sworn to before me this
14 day of March, 2001

TINA M. JONES
Notary Public, State of Texas
My Commission Expires 01-24-05

EXHIBIT A

Parties in Interest

Current or Former Clients of Deloitte & Touche and/or Deloitte Consulting	Relationship to the Debtors
Anderson News Company	Unsecured Creditor
Bank of America, N.A.	Secured Lender
Boeing Company	Affiliate McDonnell Douglas Finance is an Unsecured Creditor
Cohen Weiss & Simon	Outside Counsel for United Food & Commercial Workers (an unsecured creditor)
ConAgra, Inc.	Affiliate ConAgra Beef Co. is an Unsecured Creditor
Credit Suisse Group	Affiliate Credit Suisse First Boston Private Equity is a Secured Lender and Equity Investor
Edison Source	Unsecured Creditor
Finova Group, Inc.	Affiliate Finova Capital Corporation is an Unsecured Creditor
Fleet Capital Corporation	Secured Lender
Fleming Companies	Creditor
General Mills	Unsecured Creditor
Heller Financial	Secured Lender
Metropolitan Life Insurance Company	Secured Lender, Unsecured Creditor, and Equity Investor
Pepper Hamilton LLP	Counsel to the Unsecured Creditors' Committee
Pepsico, Inc.	Affiliates Pepsi-Cola and Frito Lay are

Current or Former Clients of Deloitte & Touche and/or Deloitte Consulting	Relationship to the Debtors
	Unsecured Creditors
Philip Morris	Affiliate Kraft is an Unsecured Creditor
Procter & Gamble	Unsecured Creditor
Pryor, Cashman, Sherman & Flynn	Outside Counsel for Countrywide Logistics
Quaker Oats Company	Unsecured Creditor
Skadden, Arps, Slate, Meagher & Flom LLP	Debtor's bankruptcy counsel
Southern Wine & Spirits	Unsecured Creditor
United Food & Comm Workers Union	Unsecured Creditor
Wells Fargo & Company	Creditor
Windward Capital Partners	Secured Lender and Equity Investor