

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

FILED
12:00 MIDNIGHT

APR 26 2001

DROP BOX
United States Bankruptcy Court
Albuquerque, New Mexico

In re:
FURRS SUPERMARKETS, INC.,

Debtor.

Case No. 01-11-10774-9

**NOTICE OF DEADLINE TO OBJECT TO MOTION OF PINNACLE LOGISTICS, INC. AND
COUNTRYWIDE LOGISTICS, INC. 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**

PLEASE TAKE NOTICE that on April 24, 2001, Creditor, Pinnacle Logistics, Inc. ("Pinnacle") and its affiliate Countrywide Logistics, Inc. ("Countrywide") by and through its attorneys, Rodey, Dickason, Sloan, Akin & Robb, P.A. by James A. Askew and Pryor, Cashman, Sherman & Flynn, I.L.P. by Peter Wolfson and Richard G. Downing, III filed a Motion of Pinnacle Logistics, Inc. and Countrywide Logistics, Inc. 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 (hereinafter "Motion.") A copy of the Motion is attached hereto.

Any party who objects to the Motion must file its objection, in writing with the Clerk of the Bankruptcy Court, Federal Building and United States Courthouse, 421 Gold Avenue SW, Third Floor, Albuquerque, New Mexico (or PO Box 546, Albuquerque, NM 87103-0546), AND SUCH OBJECTION MUST BE RECEIVED ON OR BEFORE THE DATE THAT IS EIGHT (8) DAYS AFTER THE MAILING OF THIS NOTICE (plus three days because this notice was served by mail, for a total of eleven (11) days). A copy of your Objection must be sent to James A. Askew, Esq., Rodey, Dickason, Sloan, Akin & Robb, P.A., Post Office Box 1888, Albuquerque, New Mexico 87103-1888; to Richard G. Downing II, Esq., Pryor Cashman Sherman & Flynn I.L.P., 410 Park Avenue, New York, New York 10022; to David T. Thuma, Esq., Jacobvitz, Thuma & Walker, P.C., Attorneys for Debtor, 500 Marquette NW, Suite 650, Albuquerque, New Mexico 87102 and to the U.S. Trustee, Post Office Box 608, Albuquerque, New Mexico 87103. If objections are timely filed, they will come on for **preliminary hearing** before the Honorable James Starzynski on **May 9, 2001 at 9:00 a.m.** and conducted by the Honorable James Starzynski in the Judge's Conference Room, second floor, Federal Building and United States Courthouse, 421 Gold Avenue SW, Albuquerque, New Mexico 87102.

Note: Counsel/parties may appear via telephone if a written request is received in the Court's Chambers no later than 5:00 p.m. (MT) of the business day prior to the day of the hearing. For this purpose only, requests to appear via telephone may be faxed to Chambers at (505) 348-2420.

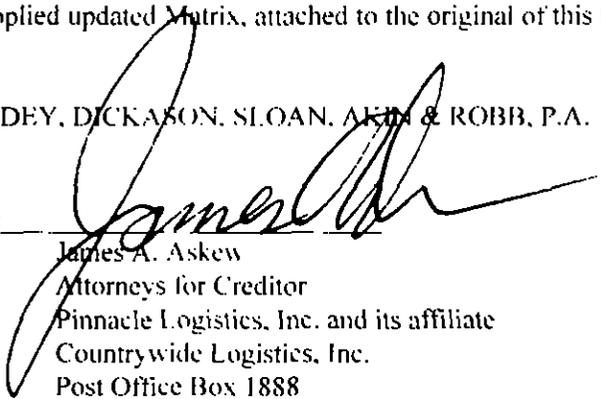
Counsel for the Unsecured Creditors Committee will be participating at the preliminary hearing scheduled in this matter and may be heard without the necessity of filing a written objection to the Motion.

I hereby certify that a copy of the foregoing Notice was sent via United States Mail, postage prepaid, to all creditors and parties in interest, as shown on court-supplied updated Matrix, attached to the original of this Notice, and on file with the Bankruptcy Court Clerk.

Date of Mailing: April 26, 2001
Number of Copies Mailed: 168

RODEY, DICKASON, SLOAN, AKIN & ROBB, P.A.

By: _____


James A. Askew
Attorneys for Creditor
Pinnacle Logistics, Inc. and its affiliate
Countrywide Logistics, Inc.
Post Office Box 1888
Albuquerque, New Mexico 87103-1888
Telephone: (505) 765-5900

100

United States Bankruptcy Court
District of New Mexico

Mailing List

For: Furr's Supermarkets, Inc.

Case Number: 11 01-10779 SA

Total Number Of Entries: 168

Last Date To File Claims: **/**/**

Last Date To File Claims for Governmental Unit: **/**/**

Furr's Supermarkets, Inc.
c/o Chief Financial Officer
4411 The 25 Way NE, Suite 100
Albuquerque, NM 87109

Laura M. Franze
1700 Pacific Avenue, Suite 4100
Dallas, TX 75202

Amy S. Park
300 South Grand Avenue
Los Angeles, CA 90071-3144

Alan J. Carr
300 South Grand Avenue
Los Angeles, CA 90071-3144

Stephen J. Lubben
300 South Grand Avenue
Los Angeles, CA 90071-3144

Jamie L. Edmonson
300 South Grand Avenue
Los Angeles, CA 90071-3144

Peter W. Clapp
300 South Grand Avenue
Los Angeles, CA 90071-3144

Jay Goffman
300 South Grand Avenue
Los Angeles, CA 90071-3144

Richard Levin
300 South Grand Avenue
Los Angeles, CA 90071-3144

Robert H. Jacobvitz
500 Marquette NW #650
Albuquerque, NM 87102

David T. Thuma
500 Marquette Ave. NW #650
Albuquerque, NM 87102

Heller Financial, Inc.
c/o Atty David Heller
Sears Tower, Suite 5800
Chicago, IL 60606

Metropolitan Life Insurance Company
c/o Atty Ronald Silverman
399 Park Avenue
New York, NY 10022

Earthgrains Baking Companies, Inc.
c/o Atty Donald R. Fenstermacher
PO Box 70
Albuquerque, NM 87103-0070

New Mexico Lottery
c/o Atty James C. Jacobsen
PO Drawer AA
Albuquerque, NM 87103

Wells Fargo Bank New Mexico
c/o Atty Gordon S. Little
40 First Plaza NW, Ste 620
Albuquerque, NM 87110

Finova Capital Corporation
c/o Atty Charles P. Schulman
30 South Wacker Drive, Ste. 2900
Chicago, IL 60606

Pilgrim's Pride Corporation
c/o Atty Michael W. Bishop
1717 Main Street, Suite 4100
Dallas, TX 75201

Artesia Partners, Ltd.
c/o Atty George Davies
3300 South Parker Road, Suite 500
Aurora, CO 80014

Premier Distributing Company, Inc.
c/o Atty Gail Gottlieb
PO Box 1945
Albuquerque, NM 87103

El Encanto, Inc.
c/o Atty Jay D. Hertz
PO Box 1945
Albuquerque, NM 87103

Millard Refrigerated Services, Inc.
c/o Atty Linda S. Bloom
PO Box 218
Albuquerque, NM 87103-218

Temporary Solutions III, Inc.
c/o Atty Andrew J. Simons
PO Box 1945
Albuquerque, NM 87103

ConAgra Foods, Inc.
c/o Atty Robert J. Bothe
Suite 1400 One Central Park Plaza
222 South Fifteenth Street
Omaha, NE 68102

Southern Wine & Spirits of New Mexico
c/o Atty Michael J. Cadigan
6400 Uptown Blvd., NE, Suite 570-W
Albuquerque, NM 87110

National Distributing Co., Inc.
c/o Atty Michael J. Cadigan
6400 Uptown Blvd., NE, Suite 570-W
Albuquerque, NM 87110

Personnel Research, Inc.
c/o Atty Michael J. Cadigan
6400 Uptown Blvd., NE, Suite 570-W
Albuquerque, NM 87110

New Mexico Beverage Company
c/o Atty Michael J. Cadigan
6400 Uptown Blvd., NE, Suite 570-W
Albuquerque, NM 87110

Fleming Companies, Inc.
c/o Atty Louis J. Price
10th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, OK 73102-7103

General Electric Company
c/o Atty David R. Mayo
2300 BP Tower-200 Public Square
Cleveland, OH 44114

Heller Distributing, Inc.
c/o Atty Jay D. Hertz
PO Box 1945
Albuquerque, NM 87103

Bank of America
c/o Atty Paul M. Fish
P.O. Box 2168
Albuquerque, NM 87103-2168

Smith's Food & Drug Centers, Inc.
c/o Atty Kyle S. McKay
1550 South Redwood Road
Salt Lake City, UT 84104

Texas Comptroller of Public Accounts
c/o Ronald R. Del Vento
Assistant Attorney General
PO Box 12548
Austin, TX 78711-2548

Mountain Run Partners, Ltd.
c/o Atty Darryl W. Millet
PO Box 30088
Albuquerque, NM 87190-88

PNM Gas & Electric Services
c/o Atty James C. Jacobsen
PO Drawer AA
Albuquerque, NM 87103

Coca-Cola Bottling Company of Santa Fe
c/o Atty Leslie C. King III
PO Box 1923
Santa Fe, NM 87504

Heller Financial, Inc.
c/o Atty Paul M. Fish
PO Box 2168
Albuquerque, NM 87103

Metropolitan Life Insurance Company
c/o Atty Paul M. Fish
PO Box 2168
Albuquerque, NM 87103

Heller Financial, Inc.
c/o Atty Josef S. Athanas
Sears Tower, Suite 5800
Chicago, IL 60606

Metropolitan Life Insurance Company
c/o Atty Jennie D. Behles
PO Box 849
Albuquerque, NM 87103

Cal-Maine Foods, Inc.
c/o Atty Stephen E. Gardner
PO Box 23059
Jacksonm, MS 39225-3059

UniFirst Corporation
c/o Atty Alexander D. Crecca
PO Box 3170
Albuquerque, NM 87190

G.E. Capital Business Asset Funding Corp
c/o Atty David H. Thomas, III
3915 Carlisle
Albuquerque, NM 87107

National Labor Relations Board, Reg.28
505 Marquette Avenue NW, Suite 1820
Albuquerque, NM 87102-2181

Dicker-Warmington Properties
c/o Atty Julia B. Rose
1227-B South St. Francis Drive
Santa Fe, NM 87505

Rick Johnson & Company
c/o Atty Daniel J. Behles
PO Box 415
Albuquerque, NM 87103

Nydes Properties SMV Ltd. Co.
c/o Atty Daniel J. Behles
PO Box 415
Albuquerque, NM 87103

Schoenmann Produce Co.
c/o Atty Daniel J. Behles
PO Box 415
Albuquerque, NM 87103

Supermarket Properties I, Ltd.
c/o Atty Carlos A. Miranda
PO Box 1322
El Paso, TX 79947-1322

ConAgra Foods, Inc.
Attn: Jim Salvadori
One ConAgra Drive
Omaha, NE 68102

Countrywide Logistics, Inc.
Attn: Dave Shatto/Rick MacDonald
9820 Railroad Drive, Building 200
El Paso, TX 79924

Kraft Foods
Attn: Sandra Schrmang
Three Lakes Drive, NF 463
Northfield, IL 60093-2753

El Encanto, Inc.
Attn: Kenneth L. Genco
PO Box 293
Albuquerque, NM 87103

United Food & Commercial Workers
Attn: Shawn Barclay
U.F.C.W., Reg. 5
1701 W. Northwest Highway, Suite 200
Grapevine, TX 76051

Pepsi Cola Co.
Attn: Michael Bevilacqua
1100 Reynolds Blvd.
Winston-Salem, NC 27103

Proctor & Gamble
Attn: Richard T. Rehn
8500 Governor's Hill Dr.
Cincinnati, OH 45249

Earthgrains Company
Attn: Gary Opper
111 Corporate Office Dr., Suite 200
Earth City, MO 63045

Rick Johnson & Co.
Attn: Eric D. (Rick) Johnson
1120 Pennsylvania NE
PO Box 4770
Albuquerque, NM 87196

Unsecured Creditors Committee
c/o Atty Stuart Hertzberg
c/o Atty I. William Cohen
100 Renaissance Center, #3600
Detroit, MI 48243

Unsecured Creditors Committee
c/o Atty Chris W. Pierce
PO Box 6
Albuquerque, NM 87103

Los Lunas Shopping Center-East
c/o Atty Duncan Scott
Box 587
Albuquerque, NM 87103-587

Tortilla, Inc.
c/o Atty Deborah S. Gille
PO Box 1276
Albuquerque, NM 87103

New Mexico Natural Beef, Inc.
c/o Atty Jeanne A. Hamrick
10500 Schenley Park Drive, NE
Albuquerque, NM 87123-4816

Travelers Express Company, Inc.
c/o Atty Philip Bohl
3400 City Center
33 South Sixth Street
Minneapolis, MN 55402

Adrian Baca
c/o Atty Carlos A. Miranda
PO Box 1322
El Paso, TX 79947-1322

La Feria Park & Shop, Inc.
c/o Atty Carlos A. Miranda
PO Box 1322
El Paso, TX 79947-1322

United States Trustee
c/o Atty Leonard Martinez-Metzgar
PO Box 608
Albuquerque, NM 87103

BMK, Inc.
c/o Atty Lawrence Pietzman
1900 Avenue of the Stars, Ste. 650
Los Angeles, CA 90067

BMK, Inc.
c/o Atty Greg A. Lowry
2200 Ross Avenue, Suite 2200
Dallas, TX 75201-6776

Tree of Life, Inc.
c/o Atty Patrick L. Hayden
9000 World Trade Center
101 W. Main Street
Norfolk, VA 23510

Unsecured Creditors Committee
c/o Atty Dennis S. Kayes
100 Renaissance Center, 36th Floor
Detroit, MI 48243-1157

Unsecured Creditors Committee
c/o Atty P. Casey Coston
100 Renaissance Center, 36th Floor
Detroit, MI 48243-1157

Arizona Meat Products Co.
c/o Atty Victor A. Sahn
300 South Grand Avenue, 14th Floor
Los Angeles, CA 90071-3124

Clougherty Packing Companies
c/o Atty Victor A. Sahn
300 South Grand Avenue, 14th Floor
Los Angeles, CA 90071-3124

Arizona Meat Products Co.
c/o Atty James Stephenson
3049 E. Vernon Avenue
PO Box 58870
Los Angeles, CA 90058-0870

Clougherty Packing Companies
c/o Atty James Stephenson
3049 E. Vernon Avenue
PO Box 58870
Los Angeles, CA 90058-0870

Wisconsin's Finest, Inc.
c/o Atty Michael W. Wile
3908 Carlisle Blvd., NE
Albuquerque, NM 87107-4504

Metropolitan Life Insurance Co.
c/o Atty Michael J. Reilly
One State Street
Hartford, CT 06103

Metropolitan Life Insurance Co.
c/o Atty Ronald J. Silverman
One State Street
Hartford, CT 06103

Metropolitan Life Insurance
c/o Atty Stephen R. Savoia
399 Park Avenue
New York, NY 10022

Metropolitan Life Insurance Co.
c/o Atty Michael P. Cooley
399 Park Avenue
New York, NY 10022

Whitmire Distribution Corporation
c/o Atty Sherri B. Lazear
65 East State Street, Suite 2100
Columbus, OH 43215

Whitmire Distribution Corporation
c/o Atty Otto Beatty, III
65 East State Street, Suite 2100
Columbus, OH 43215

IOS Capital, Inc.
Bankruptcy Administration
PO Box 13708
Macon, GA 31208-3708

Leasing Associates
c/o Atty Edward L. Rothberg
1400 Summit Tower
11 Greenway Plaza
Houston, TX 77046

Santa Fe Springs, Co.
c/o Atty Michael J. Cadigan
6400 Uptown Blvd., NE, Suite 570-W
Albuquerque, NM 87110

RRAM Liquidating Trust
c/o Atty Michael J. Cadigan
6400 Uptown Blvd., NE, Suite 570-W
Albuquerque, NM 87110

Midland County Tax Office
c/o Atty Laura J. Monroe
PO 817
Lubbock, TX 79408

Andrews County
c/o Atty Laura J. Monroe
PO 817
Lubbock, TX 79408

Andrews County Appraisal District
c/o Atty Laura J. Monroe
PO 817
Lubbock, TX 79408

Lubbock Central Appraisal District
c/o Atty Laura J. Monroe
PO 817
Lubbock, TX 79408

Wichita County Tax Office
c/o Atty Laura J. Monroe
PO 817
Lubbock, TX 79408

City of El Paso
c/o Atty David G. Aelvoet
310 S. St. Mary's Street, Suite 1000
San Antonio, TX 78205

Pecos County
c/o Atty David G. Aelvoet
310 S. St. Mary's Street, Suite 1000
San Antonio, TX 78205

Ward County
c/o Atty David G. Aelvoet
310 S. St. Mary's Street, Suite 1000
San Antonio, TX 78205

International Food Service Holdings, LLC
c/o Atty George M. Moore
PO Box 159
Albuquerque, NM 87103

Eastman Kodak Company
c/o Carol M. Luciano
343 State Street
Rochester, NY 14650-1121

Border Bakery Distributors, Inc.
c/o Atty Roy R. Brandys
701 N. St. Vrain
El Paso, TX 79902

Brown Floral Company
c/o Atty Roy R. Brandys
701 N. St. Vrain
El Paso, TX 79902

Gustavo Jimenez, Inc.
c/o Atty Roy R. Brandys
701 N. St. Vrain
El Paso, TX 79902

Fred Duquette
c/o Atty David M. Houliston
PO Box 25467
Albuquerque, NM 87125-5467

Fred Duquette
c/o Atty Matthew S. Rappaport
PO Box 25467
Albuquerque, NM 87125-5467

City of Artesia
c/o Atty George A. Graham, Jr.
PO Box 1020
Artesia, NM 88211-1020

Topco Associates, Inc.
c/o Atty Bernard R. Given, II
2211 E. Missouri, Ste. N300
El Paso, TX 79903

Topco Associates, Inc.
c/o Atty Dean C. Gramlich
227 West Monroe Street
Chicago, IL 60606-5906

New Mexico Enterprises, Inc.
c/o Atty Gary B. Ottinger
PO Box 1782
Albuquerque, NM 87103-1782

Wells Fargo Bank New Mexico, N.A.
c/o Atty William J. Arland, II
PO Box 1888
Albuquerque, NM 87103-1888

Wells Fargo Bank New Mexico, N.A.
c/o Atty William J. Arland, II
PO Box 1888
Albuquerque, NM 87103-1888

Graphic Technology, Inc.
c/o Atty Scott J. Goldstein
1000 Walnut, Suite 1400
Kansas City, MO 64106

Graphic Technology, Inc.
c/o Atty Lisa A. Epps
1000 Walnut, Suite 1400
Kansas City, MO 64106

County of Brewster
c/o Atty Michael Reed
PO Box 26990
Austin, TX 78755

Midland Central Appraising District
c/o Atty Michael Reed
PO Box 26990
Austin, TX 78755

University of New Mexico
c/o Atty James C. Jacobsen
PO Drawer AA
Albuquerque, NM 87103

FI.OHO Partners
c/o Atty James A. Beldner
1114 Avenue of the Americas
New York, NY 10036

Nebe Group, Inc.
c/o Atty Steve A. Claus
4412 74th Street, Suite B100
Lubbock, TX 79424

United Food and Comm. Wrkrs. Int. Union
c/o Atty Bruce H. Simon
330 West 42nd Street, 25th Floor
New York, NY 10036

City of Albuquerque
c/o Karen Howden Weaver
Asst. City Attorney
PO Box 2248
Albuquerque, NM 87103-2248

Sun Valley Fruit Co.
c/o Atty Michael W. Pierson
P.O. Box 35400
Albuquerque, NM 87176

Affiliated Foods, Inc.
c/o Atty Lewis Coppedge
PO Box 30300
Amarillo, TX 79120-0300

CMS Properties
c/o Atty Lillian G. Apodaca
3908 Carlisle Blvd. NE
Albuquerque, NM 87107

Starline Printing Company
c/o Atty David A. Grammer, III
1212 Pennsylvania NE
Albuquerque, NM 87110

State National Bank
c/o Atty John C. Sims
PO Box 10236
Lubbock, TX 79408

State National Bank
c/o Atty Robert B. Wilson
PO Box 10236
Lubbock, TX 79408

Bank One, Texas, NA
c/o Atty Julia A. Cook
109 North Post Oak Lane, Suite 300
Houston, TX 77024

LSF Bassett, LP
c/o Atty Kevin T. White
3100 Monticello Avenue, Suite 550
Dallas, TX 75205-3442

LSF Bassett, LP
c/o Atty D. Ronald Reneker
3100 Monticello Ave., Suite 550
Dallas, TX 75205-3442

Furr's 1,2,4-9 LLC
c/o Atty John E. Farrow
P O Box 35400
Albuquerque, NM 87176

W & W Properties
c/o Atty John F. Caffrey
PO Box 11128
Albuquerque, NM 87192

AGB Twenty-Five, LLC
c/o Atty Frederick Hyman
300 East 42nd Street, Third Floor
New York, NY 10017

Allen Canning Company
c/o Atty Judy Simmons Henry
200 West Capitol Avenue, Suite 2200
Little Rock, AR 72201-3699

Krafsur Gordon Mott
c/o Atty Andrew B. Krafsur
PO Box 1322
El Paso, TX 79947-1322

P.O'B Apollo Santa Fe, LP
c/o Atty Gregory G. Hesse
1445 Ross Avenue, Suite 3200
Dallas, TX 75202-2799

Compaq Financial Services Corporation
c/o Atty James R. Prince
1700 Pacific Avenue, Suite 3300
Dallas, TX 75201-4693

Compaq Financial Services Corporation
c/o Atty Lesley C. Ardemagni
1700 Pacific Avenue, Suite 3300
Dallas, TX 75201-4693

Pompeian, Inc.
c/o Barbara S. Wills
PO Box 8863
Baltimore, MD 21224

Pinnacle Logistics, Inc.
c/o Attys Peter D. Wolfson
Richard G. Downing II
410 Park Avenue
New York, NY 10022

Countrywide Logistics, Inc.
c/o Attys Peter D. Wolfson
Richard G. Downing II
410 Park Avenue
New York, NY 10022

Pinnacle Logistics, Inc.
c/o Atty James A. Askew
PO Box 1888
Albuquerque, NM 87103-1888

Countrywide Logistics, Inc.
c/o Atty James A. Askew
PO Box 1888
Albuquerque, NM 87103-1888

Frances Silver
c/o Atty Stephen C.M. Long
2501 Yale SE #204
Albuquerque, NM 87106

Crystal Springs Bottled Water, Inc.
c/o Atty Terry D. Farmer
Atty Victor E. Carlin
PO Box 27047
Albuquerque, NM 87125-7047

El Paso Electric Company
c/o Atty Jeffrey T. Weikert
123 West Mills Street
El Paso, TX 79901

Joseph Gallo Farms
c/o Atty Sam Bregman
Atty Robert W. Clark
4901 Chappell Drive NE
Albuquerque, NM 87107

CIT Financial USA, Inc.
f/n/a Newcourt Financial
301 Lee Farm Corporate Park
83 Wooster Heights Rd.
Danbury, CT 06810

Chattem, Inc.

c/o Miller & Martin LLP
Attn: Atty Nicholas W. Whittenburg
832 Georgia Ave., Ste 1000
Chattanooga, TN 34702-2289

Pennington Partnership
c/o Atty B. Paul Briones
333 East Main St.
Farmington, NM 87401

CIT Equipment Financing
c/o Atty Suann Hendren
PO Box 1945
Albuquerque, NM 87103

Kenneth C. Crow
c/o Atty Daniel J. Behles
PO Box 415
Albuquerque, NM 87103-415

Yolanda Hernandez
c/o Atty Alexander A. Wold, Jr.
PO Box 25071
Albuquerque, NM 87125

Cruz Alta Plaza, Ltd.
c/o W. Robert Dyer, Jr., President
1601 Elm Street
3000 Thanksgiving Tower
Dallas, TX 75201-4761

Pension Benefit Guaranty Corp.
c/o Atty Jared Bentley Seneca Steele
1200 K St., NW
Washington, DC 02005-4026

Tri-State Commercial
c/o Atty George D. Giddens
10400 Academy, Suite 350
Albuquerque, NM 87111

Broadway Vista Partners
c/o Atty Robert A. Johnson
PO Box 1276
Albuquerque, NM 87103-1276

Market Logistics, Inc.
c/o Atty Michael J. Cadigan
6400 Uptown Blvd. NE Suite 570-W
Albuquerque, NM 87110

NM Taxation and Revenue Department
c/o Donald F. Harris
Special Asst. Atty. General
PO Box 22690
Santa Fe, NM 87502-2690

Credit Suisse First Boston
c/o Atty Andrew V. Tenzer
599 Lexington Avenue
New York, NY 10022-6069

Elizabeth Quiroz
c/o Atty Jose Luis Garriga
311 North Grant Avenue
Odessa, TX 79761

Socorro Electric Cooperative
c/o Atty Lance R. Bailey
PO Box 232
Socorro, NM 87801

Safeway, Inc./Property Development Assoc
c/o Atty D. Michael Dalton
700 Louisiana, Suite 1900
Houston, TX 77002

Safeway, Inc./Property Development Assoc
c/o Atty Jennifer M. Gore
700 Louisiana, Suite 1900
Houston, TX 77002

Desert Feather Inc.
PO Box 1565
Artesia, NM 88211-1565

Edward W. Steck
PO Box 727
Williamsburg, NM 87942

Kit Carson Electric
c/o Atty James R. Jurgens
100 La Salle Circle, Suite A
Santa Fe, NM 87505

Developers Diversified Realty Corp.
c/o Atty Philip G. Mitchell
2800 N. Central Ave., Suite 1800
Phoenix, AZ 85004-1049

Lomeli & Sons Landscaping Co., Inc.
c/o Atty E.K. Peticolas
701 N. St. Vrain
El Paso, TX 79902

Simply Bouquet, Inc.
c/o Atty Mark M. Rhodes
1801 Lomas Blvd., NW
Albuquerque, NM 87104

Jemez Mountains Electric Cooperative
c/o Atty Ernest E. Valdez
PO Box 2385
Santa Fe, NM 87504-2385

Bunzl Distribution Southwest, LP
c/o Atty Daniel J. Lett
701 Emerson Road, Suite 500
St. Louis, MO 63141

Josie G. Martinez
c/o Atty Raynard Struck
610 Seventh Street NW
Albuquerque, NM 87102

Langer Juice Company, Inc.
c/o Atty Henry S. David
801 S. Figueroa Street, 14th Floor
Los Angeles, CA 90017-5554

Morey's Seafood International, LLC
c/o Atty Christopher P. Bauman
PO Box 30684
Albuquerque, NM 87190

Afco Credit Corporation
c/o Atty Steven G. Legum
170 Old Country Road
Mineola, NY 11501-4307

Georgia-Pacific Corporation
Attn: Larry A. Feind
133 Peachtree Street, NE, 7th Floor
Atlanta, GA 30303

Superior Tomato-Avocado Co., Inc.
c/o Atty David S. Gragg
Trinity Plaza II, Ninth Floor
745 East Mulberry
San Antonio, TX 78212-3166

Werner Kindermann
c/o Atty James C. Jacobsen
PO Drawer AA
Albuquerque, NM 87103

NEBE International, Inc.
c/o Atty Linda S. Bloom
PO Box 218
Albuquerque, NM 87103

COPY

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

FILED
12:00 MIDNIGHT

APR 24 2011

DROP BOX

In re: : Chapter 11
FURRS SUPERMARKETS, INC., : Case No. 01-11-10779-SA
Debtor. :

**MOTION OF PINNACLE LOGISTICS, INC. AND COUNTRYWIDE
LOGISTICS, INC. 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**

Pinnacle Logistics, Inc. ("Pinnacle") and its affiliate Countrywide Logistics, Inc. ("Countrywide"), through their attorneys, hereby submit their Motion to Compel the Debtor to (1) Immediately Assume or Reject Pursuant to 11 U.S.C. §365 the Warehousing Agreement and the Transportation Agreement (as hereinafter defined) and/or alternatively (2) Requiring the Debtor Pursuant to Bankruptcy Code sections 363 and 105 to provide Pinnacle and Countrywide with adequate protection pending assumption or rejection of the Warehousing Agreement and the Transportation Agreement in the form of weekly cash payments (the "Motion"). In support thereof, Pinnacle and Countrywide respectfully represent and show as follows:

Preliminary Statement

Pinnacle and Countrywide, pursuant to the terms of certain executory contracts described below and the terms of the Replacement Lien Order (as hereinafter defined), continue to provide post-petition warehousing and transportation services, respectively, to the Debtor. As parties to such executory contracts, and as required by the Replacement Lien Order, Pinnacle and Countrywide have no choice but to continue to render services and incur significant obligations to third parties notwithstanding the Debtor's ability to satisfy its post-petition obligations thereunder. For the reasons noted below, Pinnacle and Countrywide request that the Debtor be compelled to immediately assume or reject the Warehousing Agreement and the Transportation Agreement which govern the respective relationships between the parties. Alternatively, Pinnacle and Countrywide request that pending such determination, the Debtor be compelled to provide weekly cash deposits to Pinnacle and Countrywide as adequate protection, rather than the current monthly cash deposit.

Facts

1. Furr's Supermarket, Inc. ("Furr's" or the "Debtor") is a regional supermarket chain with operations in New Mexico and Western Texas. On or about February 8, 2001 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") with this Court.

2. Pinnacle operates warehouse and distribution centers and provides related operational services to its clients. On or about September 23, 1998, Pinnacle and Furr's entered into a Warehousing and Distribution Agreement (the "Warehousing

Agreement”) whereby Furr’s agreed to retain Pinnacle to provide Furr’s with certain warehousing and related services at a warehouse facility located in El Paso, Texas (the “El Paso Warehouse”). A copy of the Warehousing Agreement is annexed hereto as Exhibit A.

3. Countrywide is a common carrier and trucking firm providing transportation of goods and related services to its clients. On or about March 26, 1999, Countrywide and Furr’s entered into a Transportation Services Agreement (the “Transportation Agreement”) whereby Furr’s agreed to retain Countrywide to provide Furr’s with certain transportation and related services. A copy of the Transportation Agreement is attached hereto as Exhibit B.

4. Pinnacle and Countrywide are among the Debtor’s largest secured and unsecured creditors. As of the Petition Date, Pinnacle was owed approximately \$2.1 million by the Debtor which represents unpaid expenses and charges incurred by the Debtor for warehousing and related services during the ten (10) week period prior to the Petition Date.

5. As of the Petition Date, Countrywide was owed approximately \$2.4 million by the Debtor which represents unpaid expenses and charges incurred by the Debtor for transportation and related services during the ten (10) week period prior to

6. As of the Petition Date, the Debtor had inventory valued at approximately \$9.0 million stored in the El Paso Warehouse. Pinnacle, as warehouseman for the El Paso Warehouse, asserts a first priority Warehouseman’s Lien pursuant to Texas

pre-petition and post-petition amounts due from the Debtor for warehousing and related services arising from the Warehousing Agreement.¹

7. As of the Petition Date, the Debtor had inventory valued at approximately \$700,000 in containers being transported by Countrywide to various stores owned and/or operated by the Debtor. Countrywide, as carrier of Furr's inventory, asserts a first priority Carrier's Lien pursuant to Section 7-307 of the Uniform Commercial Code, as adopted by Texas in Tex. Bus. & Comm. Code. Ann. §7.307 and as adopted by New Mexico in NM Stat. Ann. §55-7-307, for all unpaid pre-petition amounts due from the Debtor for transportation and related services arising from the Transportation Agreement.² Accordingly, Countrywide possesses a first priority Carrier's Lien, up to the amount of the value of the inventory being transported on the Petition Date, for the pre-petition amounts due from the Debtor for transportation and

¹ Section 7.209 of the Texas Business and Commerce Code provides in relevant part that:

A warehouseman has a lien against the bailor on the goods covered by a warehouse receipt or on the proceeds thereof in his possession for charges for storage or transportation (including demurrage and terminal charges), insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law.

Tex. Bus. & Com. Code Ann. §7.209(a)(1) (Vernon 1999). Section 7.209 further provides that "[T]he warehouseman's specific lien for charges and expenses under Subsection (a)(1) is effective against any security interest." Tex. Bus. & Com. Code Ann. §7.209(c)(emphasis supplied).

² Section 7-307 of the Uniform Commercial Code provides in relevant part that

A carrier has a lien on goods covered by a bill of lading for charges subsequent to the date of its receipt of the goods for storage or transportation (including demurrage and terminal charges) and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law.

U.C.C. §7-307(1). A Carrier's Lien confers upon a carrier a specific lien similar conferred to that of a warehouseman's lien. See 7A Anderson, Uniform Commercial Code, §7-307:3 through §7-307:4 at p. 704 (3d ed. 1995).

related services arising under the Transportation Agreement, as well as a post-petition Carrier Lien.

8. On or about February 23, 2001, shortly after these proceedings were commenced, Pinnacle, Countrywide, the Debtor and Heller Financial, Inc., as agent for Furr's prepetition senior lenders (the "Prepetition Senior Lenders") and for a group of lenders that have made certain loans and advances to Furr's as a debtor-in-possession (the "DIP Lenders"), agreed to and submitted an Order that, among other things, granted Pinnacle and Countrywide first priority replacement Warehouseman's and Carrier's liens, respectively, to the extent that such pre-petition liens are valid, on the Debtor's post-petition inventory for all charges and expenses due and owing by the Debtor pre-petition, and to the extent valid, continued their post-petition liens as well (the "Replacement Lien Order"). This Court signed and entered the Replacement Lien Order on March 2, 2001, effective as of February 9, 2001. The Prepetition Senior Lenders and DIP Lenders assert that their liens are senior to some or all of Pinnacle and Countrywide's pre and post-petition liens. If they are correct, Pinnacle and Countrywide only may have, in whole or part, unsecured and/or administrative claims.

9. In addition to granting Pinnacle and Countrywide certain replacement liens in respect of their pre-petition statutory lien claims, the Replacement Lien Order further provides as follows:

Further Relief. Except as otherwise provided by the contracts, and as provided that neither Furr's nor Pinnacle or Countrywide (as the case may be) is in default of any post-petition obligation under their respective contracts, Furr's, Pinnacle and Countrywide must continue to perform their

respective obligations under the contracts, unless otherwise ordered by the Court.

10. Subsequent to entry of the Replacement Lien Order, on or about March 15, 2001, the Court entered the Final Order (1) Authorizing Debtor To Obtain Secured Financing (2) Granting Adequate Protection and (3) Granting Other Relief (the "Final DIP Order"). Pursuant to the terms of the Final DIP Order, the DIP Lenders made available to the Debtor a \$33 million revolving credit facility pursuant to which the Debtor could borrow funds to pay for inventory and other day to day operating costs (the "DIP Credit Facility"). It is not clear how much, if any, of that facility remains undrawn or available to the Debtor.

11. Pursuant to the Replacement Lien Order and the contracts, Pinnacle and Countrywide have continued to perform and render services to the Debtor post-petition under the terms of the Warehousing Agreement and the Transportation Agreement.

12. Under the terms of the Warehousing Agreement and the Transportation Agreement, the Debtor is required to tender monthly payments to Pinnacle and Countrywide for services provided under the respective agreements. In general, Pinnacle and Countrywide invoice the Debtor ten days prior to the beginning of each monthly "accounting period" based on a mutually agreed budget. Thereafter, the Debtor is required to tender payment of the invoiced amount no later than the 15th day of such accounting period. At the end of the accounting period, the parties reconcile, or "true-up", amounts due for the actual expenditures of Pinnacle and Countrywide. The net effect of this is that for any given accounting period the Debtor is ahead for

two weeks and Pinnacle and Countrywide are ahead for two. The average monthly charges under the Warehousing Agreement are approximately \$1,050,000 and under the Transportation Agreement are \$650,000. Thus, for two weeks each period Pinnacle and Countrywide are owed approximately \$1,700,000.

Relief Requested

13. Pinnacle and Countrywide are concerned with the Debtor's ability to continue to pay its post-petition obligations incurred under the Warehousing Agreement and the Transportation Agreement and assert that the current circumstances justify requiring the Debtor to immediately assume or reject the Warehousing Agreement and the Transportation Agreement and provide Pinnacle and Countrywide with adequate assurance of future performance of all of the Debtor's obligations. Alternatively, pending such a determination, the Debtor must insure that all post-petition obligations be paid in full by providing (a) either weekly payments on Wednesday of each week rather than monthly payments, so that the maximum exposure (or advance) is reduced to a period of several days, rather than weeks, or (b) a binding commitment to fund from the DIP Lenders and, if necessary, the Prepetition Senior Lenders

14. The Debtor should advise the Court and all parties in interest as to its availability, if any, under the DIP Credit Facility. Moreover, the Debtor should advise the court and all parties in interest as to whether it has achieved the financial targets contained in its post-petition business plan and whether it is making or losing money. Pinnacle and Countrywide should not be forced to incur post-petition claims if the Debtor is not administratively solvent.

15. The Debtor has publicly announced its intention to try to sell its business. It is not clear what the value of the business is, but that may depend on whether it is sold as an asset sale or going concern sale. If the value of the business is less than the amount of the secured debt, then the estate may be administratively insolvent. There is no carve out for administrative expenses (other than for certain professionals), so creditors continuing to provide goods or services are at risk.

16. Moreover, Pinnacle and Countrywide have been contacted by third parties interested in acquiring the Debtor's inventory and entering into wholesale supply agreements with the Debtor. To the extent that involves the early termination of either the Warehousing Agreement or Transportation Agreement, the estate faces potentially large additional claims. In that regard, we note that the inventory level at the warehouse, although initially increasing since the filing, has over the past few weeks been steadily declining. In order to render performance under the Warehousing and Transportation Agreements, Pinnacle and Countrywide are required to employ over 260 people (including 161 union personnel) dedicated to servicing Furr's, and has significant obligations to third parties relating to dedicated warehouse and transportation equipment. In addition, the value of goods being transported by Countrywide on the Petition Date only totaled approximately \$700,000. Presently, Pinnacle and Countrywide estimate that their aggregate damages, resulting from pre and post-petition amounts owed for services provided plus damages resulting from any early termination of the Warehousing and Transportation Agreement, will result in a total pre and post-petition claim against the estate of approximately \$16 million. Therefore, even if Pinnacle's Warehouseman's lien and Countrywide's Carrier's lien

are valid and of first priority as we believes them to be, the liens will not likely be covered for the full amount of exposure.

17. In any event, notwithstanding the statutory liens asserted by Countrywide and Pinnacle, the DIP Lenders and Prepetition Senior Lenders continue to assert a lien senior to the Warehouseman's and Carrier's liens asserted by Countrywide and Pinnacle, and have refused to provide a carve out for Pinnacle and Countrywide, or any other trade creditor. Pinnacle and Countrywide have attempted to resolve its issues relating to adequate protection with representatives of the Debtor and the DIP Lenders but, to date, no resolution has been achieved.

18. As a consequence of the foregoing, to the extent Pinnacle's and Countrywide's statutory liens are adjudicated to be senior to that of the pre-petition lenders, the depletion of inventory and/or rejection of the Warehousing Agreement and Transportation Agreement could give rise to significant claims for which there may be insufficient protection, particularly if the post-petition amounts for services rendered increase in an unprotected manner. Moreover, in the event that Pinnacle's and Countrywide's Warehouseman's and Carrier's liens are subsequently adjudicated to be subordinate to the liens of the pre-petition or DIP lenders, any recovery by Pinnacle and Countrywide are at substantial risk.

19. Bankruptcy Code section 365 does not specify a time by which an executory contract such as the Warehousing Agreement and Transportation Agreement must be assumed or rejected by a debtor. However, Bankruptcy Rule 6006 permits the Court, upon request of the other party to the contracts, to compel the

Debtor to determine whether to assume or reject the Warehousing Agreement and Transportation Agreement.

20. Based on the foregoing, including the facts and circumstances that will be more fully set forth at the hearing on this motion, Pinnacle and Countrywide assert that the Court should compel the Debtor to immediately assume or reject both the Warehousing Agreement and the Transportation Agreement.

21. Alternatively, pending the assumption or rejection of the Warehousing Agreement and the Transportation Agreement, and in order to provide reasonable adequate protection for post-petition services being rendered absent a funding commitment from the DIP Lenders, Pinnacle and Countrywide request the Court to direct the Debtor to make weekly advance payments to Pinnacle and Countrywide as described above.

CONCLUSION

WHEREFORE, Pinnacle and Countrywide respectfully request that this Court enter an Order directing the Debtor to assume or reject the Warehousing Agreement and the Transportation Agreement with seven (7) days of entry of the date hereof, and/or to require the Debtor to provide Pinnacle and Countrywide adequate protection of its interest in the respective contracts by making weekly cash advances each Wednesday and to grant Pinnacle and Countrywide such other relief as this Court deems fair and proper.

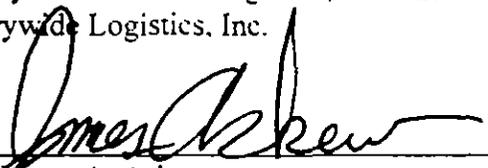
Dated: April 24, 2001

Respectfully submitted.

RODEY, DICKASON, SLOAN, AKIN & ROBB, P.C.

Attorneys for Pinnacle Logistics, Inc. and
Countrywide Logistics, Inc.

By: _____


James A. Askew

P.O. Box 1888
Albuquerque, NM 87103200
(505) 768-7351

-and-

PRYOR CASHMAN SHERMAN & FLYNN LLP
Peter D. Wolfson
Richard G. Downing II
410 Park Avenue
New York, New York 10022
(212) 421-4100

CERTIFICATE OF SERVICE:

I hereby certify that I mailed a true and correct copy of the foregoing pleading, by U.S. Mail, first class, postage prepaid, on this 24th day of April, 2001 to the following:

David T. Thuma, Esq.
Robert H. Jacobvitz, Esq.
Attorney for Debtor
500 Marquette NW #650
Albuquerque, NM 87102

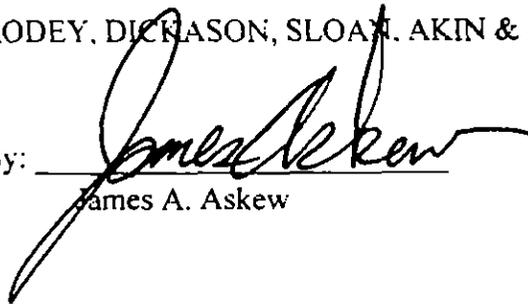
Stephen J. Lubben, Esq.
Alan J. Carr, Esq.
Amy S. Park, Esq.
Jamie L. Edmonson, Esq.
Jay Goffman, Esq.
Richard Levin, Esq.
Attorney for Debtor
300 South Grand Avenue
Los Angeles, CA 90071-3144

Laura M. Franze, Esq.
Attorney for Debtor
1700 Pacific Avenue, Suite 4100
Dallas, TX 75202

Office of the United States Trustee
Post Office Box 608
Albuquerque, New Mexico 87103

RODEY, DICKASON, SLOAN, AKIN & ROBB, P.A.

By: _____

A handwritten signature in black ink, appearing to read "James A. Askew", is written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends downwards and to the left.

James A. Askew