

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO**

04 MAY 20 10 09:09

U.S. BANKRUPTCY COURT  
ALBUQUERQUE, NM

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

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TO: Furr's Supermarkets, Inc.  
c/o Jacobvitz, Thuma & Walker, P.C. (David T. Thuma)  
500 Marquette NW, Suite 650  
Albuquerque, New Mexico 87102

FROM: Pinnacle Logistics, Inc.  
Countrywide Logistics, Inc.  
Rodey, Dickason, Sloan, Akin & Robb  
c/o James A. Askew  
P.O. Box 1888  
Albuquerque, NM 87103200  
-and-  
c/o Peter Wolfson  
Pryor Cashman Sherman & Flynn, LLP  
410 Park Avenue  
New York, New York 10022

**PINNACLE LOGISTICS, INC. AND COUNTRYWIDE  
LOGISTICS, INC.'S NOTICE OF DEPOSITION AND  
REQUEST FOR PRODUCTION OF DOCUMENTS**

PLEASE TAKE NOTICE, that in accordance with Federal Rules of Civil Procedure 26, 27, 30 and 34, and Bankruptcy Rule Fed. R. Bankr. P. 7027 and 9014, Pinnacle Logistics, Inc. ("Pinnacle") and Countrywide Logistics, Inc. ("Countrywide") will take the deposition of Steven L. Mortensen in connection with Pinnacle and Countrywide's Motion to Compel the Debtor to (1) Immediately Assume or Reject Pursuant to 11 U.S.C. §365 the Warehousing Agreement and the Transportation

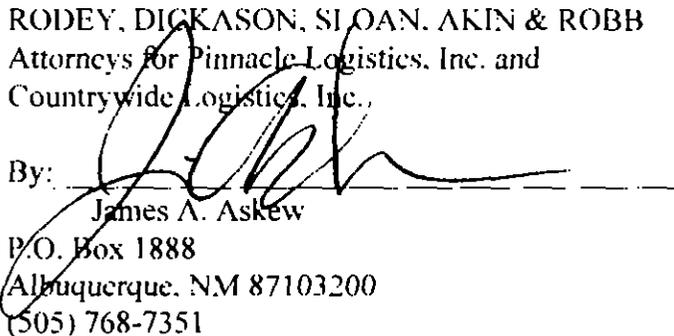
Agreement and/or alternatively (2) Requiring the Debtor to Tender Weekly Cash Payments to Pinnacle and Countrywide (the "Motion").

The deposition will be taken before a notary public or any other officer authorized by law to administer oaths at the offices of Rodey, Dickason, Sloan, Akin & Robb, P.A. on June 6, 2001 at 9:30 a.m. and will continue from time to time until completed.

PLEASE TAKE FURTHER NOTICE that the documents requested in Schedule A attached hereto must be produced to the undersigned no later than 5:00 p.m. Eastern Standard Time on June 4, 2001. You are invited to attend and cross examine.

Dated: Albuquerque, New Mexico  
May 25, 2001

RODEY, DICKASON, SLOAN, AKIN & ROBB  
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 served a true and correct copy of the foregoing pleading via fax and by hand-delivery on this 25th day of May, 2001 to the following:

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

I further certify that I mailed a true and correct copy of the foregoing pleading, by U.S. Mail, first class, postage prepaid, on this 25th day of May, 2001 to the following:

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

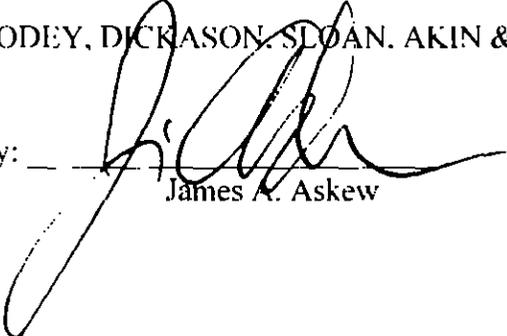
Paul M. Fish  
Post Office Box 2168  
Albuquerque, NM 87103-2168

William F. Davis  
Davis & Pierce, P.C.  
Post Office Box 6  
Albuquerque, NM 87103

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

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

By: \_\_\_\_\_

  
James A. Askew

## SCHEDULE A

### SCHEDULE OF DOCUMENTS TO BE PRODUCED

#### A. Definitions and Instructions

1. "Relating to," as used herein, means concerning, constituting, evidencing, referring to, or describing, directly or indirectly, in whole or in part, generally or in particular, in any manner whatsoever.

2. "Documents," as used herein, means all writings, typed, printed, recorded or graphic matter, drawings, graphs, charts, photographs, phono records and other data compilations from which information can be obtained or translated into reasonably usable form, including, but not limited to, all letters, correspondence, telegrams, telexes, memoranda, notes, marginal notations, summaries or other records of in person or telephonic conversations, summaries, or other records of meetings or conferences, summaries or other records of negotiations or discussions of any kind. A draft or non-identical copy is a separate document within the meaning of this term.

3. The "Debtor" or "Furr's" as used herein, means Furr's Supermarket, Inc., a Delaware Corporation, the Chapter 11 debtor in possession in the above-referenced bankruptcy case and its subsidiaries, affiliates and related entities, its officers, directors, agents, employees, independent contractors and any other person acting on its behalf, for its benefit or under its control, unless the context otherwise requires.

4. "The "El Paso Warehouse," as used herein, means the product distribution center located at 9820 Railroad Drive and 9601 Railroad Drive, El Paso, Texas which is leased by Furr's and subleased by Pinnacle pursuant to the Warehousing Agreement.

5. "Warehousing Agreement," as used herein, means the Warehousing and Distribution Agreement between Pinnacle and Furr's dated on or about September 23, 1998.

6. "Transportation Agreement," as used herein, means the Transportation Services Agreement between Countrywide and Furr's dated on or about March 26, 1999.

7. "Pinnacle," as used herein, means Pinnacle Logistics, Inc.

8. "Countrywide," as used herein means Countrywide Logistics, Inc.

9. "D.I.P. Credit Facility," as used herein, means the Court's March 14, 2001 Final Order (1) Authorizing Debtor to Obtain Secured Financing, (2) Granting Adequate Protection and (3) Granting Other Relief

10. And" as well as "or" shall be construed disjunctively as well as conjunctively, as necessary, in order to bring within the scope of this request for production of documents all information which might otherwise be construed to be outside its scope. Similarly, references to the singular shall include the plural and references to the plural shall include the singular; references to the masculine gender shall include references to the feminine gender; the use of the past tense shall include the present tense and the use of the present tense shall include the past tense.

11. If a party withholds any documents covered by this Document Request, for any reason, the party shall furnish a list of all such documents, specifying for each document (a) the basis on which it is being withheld, (b) the type of document (letter, memorandum, etc.) (c) the name, position and business affiliation of each recipient and each person to whom a copy or copies were furnished, (d) the date of the

document, (e) the general subject matter of the document, (f) the paragraph of this Document Request to which each such document is responsive, (g) the present custodian of the document, and (h) the subject matter of the document.

12. Unless the context otherwise requires, this Document Request covers the period of February 9, 2001, through the present.

**B. Documents Requested**

3. Copies of all of the Debtor's post-petition financial statements and financial records, including, but not limited to, monthly statement of operations (income statement), balance sheet and statement of cash flows, and cash liquidity.

4. All documents evidencing the Debtor's attempt(s) to reduce costs or attempt(s) to reorganize the Debtor, including, but not limited to, all post-petition business plans prepared by, or on behalf of, the Debtor.

5. Copies of all of the Debtor's post-petition projections of future operations, including, but not limited to, any analysis of administrative expenses

6. All documents relating to the Debtor's availability under the D.I.P. Credit Facility, including, but not limited to, any requests for over-advances under the D.I.P. Credit Facility and any responses to any such requests, weekly reports comparing actual amounts of collections and expenditures to projected amounts and all other documents required to be produced to the Lenders (as defined in the D.I.P. Credit Facility) pursuant to paragraph 23(a) of the D.I.P. Credit Facility.

7. All documents relating to correspondence between the Debtor and the D.I.P. Lenders, as defined in the D.I.P. Credit Facility.

8. Copies of all post-petition accounts payable aging reports and schedules of vendor payments.

9. All documents relating to the Debtor's efforts, either directly or through its agents, to market or sell the assets of the Debtor, outside the ordinary course of business, including the El Paso Warehouse leasehold.

10. All documents evidencing any and all appraisal or valuation of the Debtor's assets and any and all liquidation analysis prepared by, or on behalf of, the Debtor, including, but not limited to, the inventory stored in the El Paso Warehouse.

11. All documents evidencing the Debtor's negotiation to enter into any supply agreement(s) with third-parties, including, but not limited to, the supply agreement with Fleming Companies, Inc., its subsidiaries, affiliates and related entities.