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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO  
U.S. BANKRUPTCY COURT  
ALBUQUERQUE, N.M.

In re:

FURR'S SUPERMARKETS, INC.,

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

Debtor.

**DEBTOR'S OBJECTION TO PINNACLE LOGISTIC, INC.'S AND  
COUNTRYWIDE LOGISTICS, INC.'S MOTION 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**

Furr's Supermarkets, Inc., debtor and debtor-in-possession (the "Debtor"), objects to Pinnacle Logistic, Inc.'s ("Pinnacle's") and Countrywide Logistics, Inc.'s ("Countrywide's") Motion 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 (the "Motion") and states:

1. Pinnacle and Countrywide have not articulated any legitimate reason why they should be singled out for special treatment, when the other parties to executory contracts with Furr's have not sought, and could not obtain, the relief requested in the Motion.

2. Pinnacle and Countrywide filed the Motion based upon information Countrywide received in confidence while attending a meeting of the Official Unsecured Creditors' Committee. By filing the Motion, Pinnacle and/or Countrywide breached their duties to the Debtor under a confidentiality agreement, and as an equitable matter the Motion should be denied for that reason alone.

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3. Pinnacle and Countrywide have not articulated any reason why the Debtor should be forced to assume or reject the subject contracts now. Setting such an early deadline could substantially prejudice the Debtor and its other creditors.

4. The Debtor is not in default under the contracts at issue.

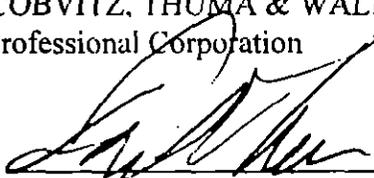
5. The Court cannot and should not rewrite the contracts issue. Therefore, the alternative relief requested by Pinnacle and Countrywide should be denied.

6. Countrywide and Pinnacle have made no showing that they are entitled to adequate protection under 11 U.S.C. § 363, or otherwise.

7. Discovery is pending in this contested matter. The Debtor reserves the right to supplement this objection if discovery reveals additional bases for objecting to the Motion.

WHEREFORE, the Debtor objects to the Motion, asks that the Motion be denied, and asks for all other just and proper relief.

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This certifies that on May 7, 2001,  
a copy of this Motion was mailed by  
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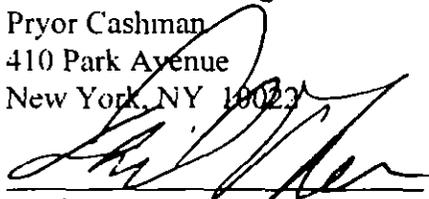
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