

Exhibit A



**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

**MARK MONSOUR, SHEILA MONSOUR AND
MONSOUR'S, INC.**

vs.

MENU MAKER FOODS, INC.

Case No. 05-1204-MLB

**DEPOSITION OF CORPORATE REPRESENTATIVE,
MARK MONSOUR
March 14, 2006**

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1 indebted as of the effective date of the asset
 2 purchase agreement. Now -- and you provided a full
 3 page of -- Monsour's provided a full page of answers
 4 to those questions, and it flopped over on to page 3
 5 of the document. I want to now ask you about that
 6 indebtedness. In subpart a. Of Monsour's answer, it
 7 says --
 8 MR. DEVAUGHN: Tell you what, maybe it
 9 would be wise to --
 10 A I need a copy of that.
 11 MR. DEVAUGHN: Let's get a copy of that,
 12 that way I can look at what you are talking about.
 13 (WHEREIN, a recess was taken.)
 14 Q (By Mr. Wachtel) I have placed before the
 15 witness and counsel the first three pages of
 16 Monsour's, Inc.'s responses to the defendant's first
 17 set of interrogatories. The answer -- the question
 18 is found on the first page, the answer is found on
 19 pages 2 and 3. If you are prepared to answer
 20 questions about Monsour's answer -- are you prepared,
 21 now, sir, to address the answers to this
 22 interrogatory?
 23 A I believe.
 24 Q Okay. Let's go to answer a. The answer a.
 25 is that there was a fixed note with the Bank of

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1 America in the amount of \$975,000 as of January 31st,
 2 2002; is that a true and correct answer?
 3 A I believe.
 4 Q To the best of your recollection; right?
 5 A To my recollection, correct.
 6 Q It also -- the answer says that the
 7 interest rate -- excuse me. That the loan was to be
 8 repaid to Bank of America, together with interest at
 9 a variable rate, in one payment, on April 2nd, 2002;
 10 what was the variable interest rate, if you know?
 11 A No, I do not.
 12 Q Do you -- do you know the amount that
 13 would have been due Bank of America on April 2nd,
 14 2002?
 15 A I'm going to say that a. and g. I believe
 16 the 975 was probably the floater loan, and I believe
 17 that g. was probably the fixed note.
 18 Q We'll come back to that. Do you believe
 19 that your answer to a. included within it the -- both
 20 the fixed and the floater notes?
 21 A No, I believe that a. is actually probably
 22 the floater; and really there was no repayment
 23 required under the floater. It would go up and down.
 24 Interest would have been whatever, but --
 25 Q You answered in b. that "Accounts payables

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1 for both food service and produce items totaled
 2 \$1,017,982.81"; was that the best answer you could
 3 give based on your recollection at the time?
 4 A To the best of my recollection, sir.
 5 Q As part of that answer, and commencing on
 6 the sixth line up from the bottom of b., Monsour's
 7 wrote, "A large amount of that post-January 31, 2002
 8 debt is in the form of Monsour's, Inc.'s --"
 9 MR. DEVAUGHN: "Is from."
 10 Q (By Mr. Wachtel) I'm sorry. "From
 11 produce --" Thank you. "-- Monsour's, Inc. ordered
 12 for the defendant that was then wrongfully rejected
 13 by the defendant." How much produce did you order
 14 from the defendant that was wrongfully rejected? A
 15 dollar amount, please.
 16 A What I can tell you here that comes to my
 17 mind is that I know I threw between 120 and \$200,000
 18 worth of produce away that we had ordered in at the
 19 direction of Ron Orr. It was either, one, never
 20 taken, and that would be the large part of that
 21 thrown away, or, two, rejected. On top of that there
 22 was going to be -- you have credits which I would not
 23 know the amount of at this time.
 24 Q Am I correct in understanding that you
 25 believe that the large amount of the post-January 31

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1 debt that was attributable to Menu Maker's refusal
 2 was somewhere between 120 and \$200,000; is that right?
 3 A Of the produce that we threw away, that
 4 they either never took, ordered and never took.
 5 Q Do you have any better recollection of the
 6 amount than what you told me here today?
 7 A Most of the produce they did take.
 8 Q I was trying to get --
 9 A Then they credited back. I'm answering
 10 your question. They would take credits for, so you
 11 have to see how much they ordered, large amount of
 12 that was credited.
 13 Q In c., Monsour's, Inc. answered as
 14 follows: "Notes payable to others totaling
 15 \$916,087.55. It is believed that these notes
 16 payables consisted of \$600,000 to UNB (Guaranteed by
 17 Gene Bicknell); \$100,000 to Earl McGavran," which I
 18 have probably mispronounced, "\$38,000 to Terri
 19 Monsour, and \$81,912.45 to Corrine Monsour." We have
 20 discussed, have we not, guaranteed by Mr. Bicknell's
 21 company in your prior deposition?
 22 A Right. That amount to Gene Bicknell is
 23 probably 500,000; the other, the one there -- I think
 24 Gene Bicknell's total was \$500,000. Most likely, I
 25 think the extra hundred there, was dropped to my

5 (Pages 14 to 17)