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TO: **ATTN: Box ASSIGNMENTS/FEE**
Assistant Commissioner of Trademark
2900 Crystal Drive
Arlington, VA 22202-3513

08-19-1999



101120966

Please record the attached original document(s) or copy(ies), if any.

SUBMISSION TYPE:
New

8.12.99



08-12-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

CONVEYANCE TYPE:

BANKRUPTCY ORDER # 91 B 10326 (FGC)
SOUTHERN DIST. OF NEW YORK
transferring ownership.

Effective Date: 11/20/91

29 Total number of pages of attached conveyance document including any attachments.

CONVEYING PARTY(IES):

Chase Manhattan Bank
Formerly: Chemical Bank
(Banking Organization)
Address:

ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED? YES NO

RECEIVING PARTY(IES):

G. Heileman Brewing Co. Inc.
c/o The Stroh Brewing Company
100 River Place
Detroit, Michigan 48207
(Arizona corporation)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.) Yes No

ADDITIONAL NAME(S) OF RECEIVING PARTIES ATTACHED? YES NO

CORRESPONDENT:

William B. Nash
Jackson Walker, LLP
112 E. Pecan, Suite 2100
San Antonio, TX 78205
Telephone: 210-978-7700

APPLICATION NUMBER(S) OR PATENT NUMBER(S):

A. Trademark Application No.(s):

Additional numbers attached? Yes No

B. Trademark Registration No.(s):

Reg. No. 320,606 issued 01/01/35 for "Rheingold"
Reg. No. 632,824 issued 08/14/56 for "Rheingold"

Additional numbers attached? Yes No

08/18/1999 MTHAI1 00000371 320606

01 FC:481 40.00 OP
02 FC:482 25.00 OP

STATEMENT AND SIGNATURE:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William B. Nash
WILLIAM B. NASH

Aug. 12, 1999
DATE

TOTAL NUMBER OF PROPERTIES (APPLICATIONS AND REGISTRATIONS) INVOLVED: 2 (\$40.00 first/\$25.00 each add'l)

TOTAL FEE (37 CFR 3.41): \$65.00

Enclosed

Authorized to Charge Account No. 07-2400.

DEPOSIT ACCOUNT NUMBER 07-2400. (Attach duplicate copy of this form if paying by deposit account.)

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the "Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513", as follows:

<u>37 CFR 1.8(a)</u>	<u>37 CFR 1.10</u>
<input type="checkbox"/> With sufficient postage as First Class Mail.	<input checked="" type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. <u>EL423211879-05</u>
Date: _____, 19__	Date: <u>8/12</u> , 19 <u>99</u>

Verisa J. Dark
Printed Name of Person Mailing Paper or Fee

Verisa J. Dark
Signature of Person Mailing Paper or Fee

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

File

-----X

In re

In Proceedings For
A Reorganization
Under Chapter 11
Case No. 91 B 10326 (FGC)

BOND CORPORATION NORTH AMERICA,
G. HEILEMAN BREWING
COMPANY, INC., BBH U.S. INC.,
HEILEMAN AIR SERVICES LTD.,
CARLING NATIONAL BREWERIES,
INC., SOUTHSIDE DISTRIBUTING
COMPANY, INC.,

11/20/91

Debtors.

ORDER CONFIRMING DEBTORS'
JOINT PLAN OF REORGANIZATION

-----X

G. Heileman Brewing Company, Inc., debtor and debtor in possession herein, for and on behalf of itself and each of the other debtors and debtors in possession herein (collectively, the "Debtors"), having heretofore filed on January 24, 1991 with the Clerk of this Court petitions for reorganization under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and having heretofore filed the "Debtors' First Amended Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code" dated October 10, 1991 (the "Disclosure Statement") the "Debtors' First Amended Joint Plan Of Reorganization Dated As Of October 10, 1991" (the "Plan") (hereinafter, all terms in this Order not otherwise defined herein shall have the respective meanings assigned to them in the Plan); and a hearing having been held before this Court on October 9, 1991 on notice to all creditors,

equity security holders and other parties in interest to these Chapter 11 Cases to consider the approval of the Disclosure Statement; and the Disclosure Statement having been approved by order of this Court dated October 10, 1991 (the "Disclosure Statement Order") and the Debtors thereby having been authorized, inter alia, to solicit acceptances and rejections of the Plan from all Creditors and Interest Holders entitled to vote thereon; and a copy of the Plan, the Disclosure Statement, the Notice of Hearing to consider Confirmation of the Plan, and various related materials having been transmitted to all known holders of Claims or Interests in these Chapter 11 Cases as provided in the Disclosure Statement Order; and the solicitation of acceptances and rejections from Holders of Claims or Interests in these Chapter 11 Cases having been made in the manner required by this Court pursuant to the Disclosure Statement Order; and the Debtors having objected to the claims filed herein by Metz Baking Company ("Metz Baking") each in the amount of approximately \$6.5 million (the "Metz Baking Objection"); and these Chapter 11 Cases having been substantively consolidated pursuant to order of this Court dated November 18, 1991; and objections to Confirmation of the Plan having been filed by Sumitomo Trust & Banking Co. (U.S.A.), as successor indenture trustee to Harris Trust & Savings Bank, Columbia Distributing Company/Maletis, Inc. and Ted Sharpenter, Inc. ("Sharpenter"); and a response to the Metz Baking Objection and cross-motion (the "Cross-Motion") having been filed by Metz

Baking pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure seeking to have its claims deemed temporarily allowed in the amount of \$6.5 million; and upon the withdrawal by Sharpenter of its objection to the Plan pursuant to the terms of a certain stipulation filed under separate cover herewith (the "Sharpenter Stipulation"); and upon the withdrawal by Metz Baking of its Cross-Motion pursuant to the terms of a certain stipulation filed under separate cover herewith (the "Metz Baking Stipulation"); and a hearing to consider Confirmation of the Plan and other matters relating to Confirmation having come on to be heard before this Court on November 20, 1991 (the "Hearing") upon notice to all of the Debtors' known Creditors, Interest Holders and other parties in interest as heretofore directed by the Disclosure Statement Order; and the affidavits of service and publication filed herein having evidenced compliance with the Disclosure Statement Order; and upon the entire record of these Chapter 11 Cases and the minutes taken before me at the Hearing; and upon the certification and filing herein by Claudia King & Associates of the ballots cast in favor of and in opposition to the Plan (the "Ballots"); and upon all proceedings heretofore had herein; and upon all the proceedings heretofore had herein; and after due deliberation and sufficient cause appearing therefor, and

① and upon the withdrawal of the Columbia Distributing Company / Maletis, Inc. objection

IT APPEARING and the Court having found that:

(a) The Plan has been duly accepted in accordance with § 1126 of the Bankruptcy Code by all Classes of Claims and Interests impaired and entitled to vote under the Plan.

(b) The Plan complies with all applicable provisions of chapter 11 of the Bankruptcy Code.

(c) The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code.

(d) The Plan specifies the Classes of Claims and Classes of Interests not impaired under the Plan.

(e) The Plan identifies the Classes of Claims and Classes of Interests impaired under the Plan and specifies the treatment of the Claims and Interests of such Classes.

(f) The Plan provides the same treatment for each Claim or Interest of a particular Class.

(g) The classification of Claims and Interests under the Plan is consistent with § 1122 of the Bankruptcy Code, reasonable and not impermissibly discriminatory.

(h) The Plan provides adequate means for the execution and implementation of the Plan.

(i) At least one (1) Class of Claims has accepted the Plan, which acceptance has been determined without including any acceptance of the Plan by any insider holding a Claim of such Class.

(j) The treatment of Claims under the Plan of the type specified in §§ 507(a)(1), 507(a)(3), 507(a)(4) and 507(a)(7) of the Bankruptcy Code complies with the provisions of § 1129(a)(9) of the Bankruptcy Code.

(k) The primary purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933.

(l) The Debtors' objectives in proposing the Plan were to:

(i) preserve and protect the viable businesses of the Debtors;

(ii) maximize payments to and recoveries by Creditors and Interest Holders;

(iii) minimize delay in payments to and recoveries by all Creditors and Interest Holders; and

(iv) allow Creditors and Interest Holders to participate in distributions in excess of those which would be available if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code.

(m) The Plan has been proposed in good faith and not by any means forbidden by law.

(n) Any payments made or promised by the Debtors for professional services or for costs and expenses in or in connection with the Plan and incident to these Chapter 11

Cases have been disclosed to this Court and any such payments made before Confirmation have been approved by the Court as reasonable or, if such payments are to be fixed after Confirmation of the Plan, such payments are subject to approval by this Court as reasonable.

(o) The Debtors have disclosed the identities and affiliations of the individuals proposed to serve as directors and officers of New Heileman after confirmation of the Plan; and the continuance or appointment of such individuals to such offices is consistent with the interests of Creditors, Interest Holders, other parties in interest to these Chapter 11 Cases and with public policy; and the Debtors have disclosed the identity of any insider presently known that will be employed or retained by New Heileman and the nature of any compensation for such insider.

(p) The procedures by which the Ballots were distributed and tabulated were fair, properly conducted and complied with the Disclosure Statement Order and other orders of this Court.

(q) Class 1 Claims, Class 2 Claims, Class 3 Claims, Class 6 Claims, Class 14 Interests, Class 15 Interests and Class 16 Interests are not impaired under the Plan. Class 4A Claims, Class 4B Claims, Class 5 Claims, Class 7A Claims, Class 7B Claims, Class 8 Claims, Class 9 Claims, Class 10

Claims, Class 11 Interests, Class 12 Interests and Class 13 Interests are impaired under the Plan.

(r) With respect to the Claims of the kind specified in Class 4A of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing more than two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Holders of Claims in Class 4A which voted on the Plan.

(s) With respect to the Claims of the kind specified in Class 4B of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing more than two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Holders of Claims in Class 4B which voted on the Plan.

(t) With respect to the Claims of the kind specified in Class 5 of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing more than two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Holders of Claims in Class 5 which voted on the Plan.

(u) With respect to the Claims of the kind specified in Class 7A of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing more than two-thirds (2/3) in dollar amount and more than one-half

(1/2) in number of the Holders of Claims in Class 7A which voted on the Plan.

(v) With respect to the Claims of the kind specified in Class 7B of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing more than two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Holders of Claims in Class 7B which voted on the Plan.

(w) With respect to the Claims of the kind specified in Class 8 of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing more than two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Holders of Claims in Class 8 which voted on the Plan.

(x) With respect to the Claims of the kind specified in Class 9 of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing more than two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Holders of Claims in Class 9 which voted on the Plan.

(y) With respect to the claims of the kind specified in Class 10 of the Plan entitled to vote, the Debtors have accepted the proposed treatment of Intercompany Claims under the Plan.

(z) With respect to Interests of the kind specified in Class 11 of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing at least two-thirds (2/3) in amount of the Interests of such Class which have been voted on the Plan.

(aa) With respect to Interests of the kind specified in Class 12 of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing at least two-thirds (2/3) in amount of the Interests of such Class which have been voted on the Plan.

(bb) With respect to Interests of the kind specified in Class 13 of the Plan entitled to vote, Ballots accepting the Plan have been timely received representing at least two-thirds (2/3) in amount of the Interests of such Class which have been voted on the Plan.

(cc) With respect to each Class, each Holder of a Claim or Interest of such Class has accepted the Plan or will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

(dd) The Plan is feasible and the Debtors have demonstrated that there is a reasonable prospect of their being able to meet their financial obligations under the

Plan and continue their businesses in the ordinary course;
Confirmation of the Plan is not likely to be followed by the
liquidation, or the need for further financial
reorganization, of the Debtors.

(ee) All securities to be issued by the Debtors
pursuant to the Plan are being issued in exchange for Claims
against or Interests in the Debtors except shares of Class A
Common Stock to be issued to management of New Heileman
pursuant to § 5.3 of the Plan upon the terms and subject to
the conditions of certain stock incentive agreements and/or
plans to be entered into and/or adopted prior to the
Effective Date by New Heileman and the employees of New
Heileman who are to be issued such stock.

(ff) All conditions precedent to Confirmation of the
Plan have been satisfied or waived as follows:

(i) An order of this Court substantively
consolidating the Debtors' Chapter 11 Cases into a
single case has been issued and entered herein;

(ii) The regulatory consent requirement described
in Exhibit "9.1" of the Plan has been satisfied;

(iii) Upon the entry of this Order, this Court
shall have issued and entered the Confirmation Order;

(iv) The Reorganization Documents, inasmuch as the
requisite number and amount of the Class 4B and Class 5
Claims have accepted the Plan, are hereby approved;

(v) The condition precedent required in Article IX, paragraph "9.1(e)" of the Plan has been waived by the Debtors and the Required Senior Creditors;

(vi) The condition precedent required in Article IX, paragraph "9.1(g)" of the Plan has been waived by the Debtors and the Required Senior Creditors;

(vii) The condition precedent required in Article IX, paragraph "9.1(j)" of the Plan has been waived by the Debtors and the Required Senior Creditors;

(viii) The conditions precedent required in Article IX, paragraphs "9.1(f)", "9.1(h)", "9.1(i)", "9.1(k)", "9.1(l)", "9.1(m)" and "9.1(n)" of the Plan have been satisfied.

(gg) It appears that the Debtors will satisfy each and every condition precedent to Effectiveness of the Plan set forth in Article IX, paragraph "9.2" of the Plan.

IT IS THEREFORE,

NOW, on motion of KAYE, SCHOLER, FIERMAN, HAYS & HANDLER and ANDREWS & KURTH, co-counsel for the Debtors,

ORDERED, ADJUDGED AND DECREED THAT:

- (1) The Plan is hereby confirmed.
- (2) The following Reorganization Documents (including the addenda, exhibits and schedules thereto), and all terms and provisions thereof, are hereby approved in all respects:

(a) the New Heileman Loan Agreement
(substantially in the form of that which is annexed
hereto as Exhibit "A" hereof);

(b) the New Heileman Note Purchase Agreement
(substantially in the form of that which is annexed
hereto as Exhibit "B" hereof);

(c) the New Heileman Collateral Trust and
Intercreditor Agreement (substantially in the form of
that which is annexed hereto as Exhibit "C" hereof);

(d) the Registration Rights Agreement
(substantially in the form of that which is annexed
hereto as Exhibit "D" hereof); and

(e) Those certain security and pledge agreements
and mortgages granting to the Collateral Trustee, for
the benefit of holders of New Heileman Secured Notes,
valid, binding and enforceable and perfected first
priority lien and security interests on all assets of
the Debtors, subject only to existing permitted liens
and exceptions expressly set forth in such agreements
and mortgages.

(3) The Debtors are hereby authorized to execute,
deliver and/or implement the Reorganization Documents and
all other documents and instruments substantially consistent
therewith or incidental thereto and any amendments,
supplements or modifications to such Reorganization

Documents as therein provided, and to take such other actions and perform such other acts as may be necessary and appropriate to implement and effectuate the Plan and/or the Reorganization Documents approved herein.

(4) Messrs. James L. Rawlings, II, Peter Lucas, Zoltan Merszei, Alan Bond and Peter A. Mitchell are hereby deemed to have been removed as members of the Board of Directors of Heileman effective as of the Effective Date.

(5) Messrs. Paul E. Price, Thomas M. Garvin, Robert H. Beeby, Michael B. Evans and Thomas J. Rattigan are hereby approved and appointed as members of the Board of Directors of New Heileman, effective as of the Effective Date.

(6) Distributions required to be made to the Holders of Claims against and to the Holders of Interests in the Debtors shall be made to such entities as provided in the Plan.

(7) The Plan and its provisions shall be binding upon the Debtors, any Holder of a Claim against or Interest in the Debtors, and any other party in interest in these Chapter 11 Cases, whether or not the Claim or Interest of such Creditor or Interest Holder or any obligation to any party in interest is impaired under the Plan and whether or not such Creditor, Interest Holder or party in interest has accepted the Plan.

(8) Except as otherwise provided in the Plan or this Order, the occurrence of Confirmation and the issuance of this Order shall, effective on the Effective Date, (a) operate as a discharge, pursuant to § 1141(d)(1) of the Bankruptcy Code, of any and all debts (as such term is defined in § 101(12) of the Bankruptcy Code) or Claims against one or more of the Debtors that arose at any time before the Effective Date, including, but not limited to, all principal and interest, whether accrued before, on or after the respective Filing Date. On the Effective Date, as to every discharged debt and Claim, any Holder thereof shall be permanently precluded from asserting against any of the Debtors, or against any of the Debtors' Assets or properties, any other or further Claim based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date. Without limiting the generality of the foregoing, upon the Effective Date, the Debtors shall be discharged from any debt that arose before the Effective Date, and any debt of a kind specified in §§ 502(g), 502(h) or 502(i) of the Bankruptcy Code, to the full extent permitted by § 1141(d)(1)(A) of the Bankruptcy Code.

(9) Effective on the date of the filing of the Charter and in accordance with Article IV of the Plan, the Pre-Confirmation Stock of Heileman shall be and hereby is deemed

to be cancelled and of no further force or effect and the rights and obligations of the Holders of Pre-Confirmation Stock from and after such date shall be governed by and shall exist only as provided in the Plan.

(10) As of the Effective Date, the Senior Loan Agreement, the SFD Indenture, the IRN Indenture and the IRB Indenture shall be terminated, deemed null and void and of no further force and effect as to the Debtors. The Existing Indenture Trustees pursuant to the SFD Indenture, the IRN Indenture and the IRB Indenture, on the one hand, and the Debtors, on the other hand, shall have no further obligations to each other; provided, however, that this shall not affect the obligations of the Existing Indenture Trustees to make distributions under the Plan and, in the case of the SFD Indenture Trustee, its obligations with respect to distributions of amounts received pursuant to the Order of the Bankruptcy Court dated September 25, 1991 entitled "Supplemental Order Authorizing Further Use of Cash Collateral, Continuing Grant of Security Interests and Maintenance of Superpriority Administrative Expenses."

(11) Pursuant to the provisions of § 524 of the Bankruptcy Code, effective on the Effective Date, all Persons who have held, hold or may hold Allowed Claims, or who have held, hold or may hold Allowed Interests, shall be permanently restrained and enjoined from taking any of the

following actions against or affecting the Debtors, the Debtors' Affiliates, or the Assets of the Debtors or of any of them with respect to such Allowed Claims or Allowed Interests (other than actions brought to enforce any rights or obligations under the Plan or appeals, if any, from this Order or any of the Reorganization Documents):

(i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against the Debtors, the Debtors' Affiliates or the Assets of the Debtors or the Debtors' Affiliates or any direct or indirect successor in interest to any of the Debtors, or any Assets of any such transferee or successor;

(ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means whether directly or indirectly any judgment, award, decree or order against the Debtors or the Debtors' Affiliates or the Assets of the Debtors or the Debtors' Affiliates or any direct or indirect successor in interest to any of the Debtors, or any Assets of any such transferee or successor;

(iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the Debtors' Affiliates or the Assets of the Debtors or the Debtors' Affiliates or any direct or indirect successor in interest to any of the Debtors, or any Assets of any such transferee or successor other than as contemplated by the

Plan or any of the Reorganization Documents; (iv) asserting any set-off, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due the Debtors or the Debtors' Affiliates or the Assets of the Debtors or the Debtors' Affiliates, or any direct or indirect transferee of any Assets of, or successor in interest to, any of the Debtors; and (v) proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan or any of the Reorganization Documents. Solely for purposes of this paragraph "11" and of paragraph "13" of this Order, "Debtors' Affiliates" shall mean the present and former affiliates, directors, officers, employees, agents and representatives and their successors and assigns of any of the Debtors.

(12) Upon the Effective Date, except as otherwise provided in the Plan or this Order, (a) all Assets of the estate of Heileman shall vest in New Heileman, and subsequently will be retained by New Heileman subject to the provisions of the Plan and this Order, and (b) all Assets of the estates of BCNA, BBH U.S., HAS, Carling and Southside shall revert in each of BCNA, BBH U.S., HAS, Carling and Southside, respectively, and subsequently will be retained by such entities subject to the provisions of the Plan, this Order and the Reorganization Documents. Effective as of the

Effective Date, all Assets retained by New Heileman or BCNA, BBH U.S., HAS, Carling and Southside pursuant hereto shall be free and clear of all Claims and Interests of all Holders, except the obligations to perform according to the Plan, this Order, the Reorganization Documents and the liens and security interests granted pursuant to the Plan or any of the Reorganization Documents. Effective as the Effective Date, all cash deposited with the Disbursing Agent or the Existing Indenture Trustees for distribution to Classes of Claims or Interests under the Plan shall be free of all claims, interests, and encumbrances, except to the extent provided in this Plan or any of the Reorganization Documents. Except as otherwise provided in this Plan or this Order, upon the Effective Date and thereafter, New Heileman may operate its business free of any restrictions imposed by the Bankruptcy Code.

(13) On the Effective Date, except as otherwise expressly contemplated by the Plan or this Order, (i) each Holder (and trustees and agents on behalf of each Holder) of a Claim or Interest, including each Holder of Senior Notes, SFD Debentures and IRNs, in consideration for the obligations of the Debtors under the Plan, shall be deemed to have forever waived, released and discharged each other, each of the Debtors and the Debtors' Affiliates from any and all rights, claims and liabilities arising out of or

relating to such Holder's Claim or Interest or otherwise directly relating to or against the business or activities of any of the Debtors and (ii) each Debtor and each of the Debtors' Affiliates shall be deemed to have forever waived, released and discharged each Holder of a Claim or Interest, including each Holder of Senior Notes, SFD Debentures or IRNs, and each of their present and former affiliates, directors, officers, employees, agents and representatives and their successors and assigns, from any and all claims and liabilities relating to or against any of them.

(14) In accordance with Article IV of the Plan, the Debtors are hereby authorized and empowered to take or cause to be taken, prior to and through the Effective Date, any and all actions which may be necessary and appropriate to enable them to effectively implement and effectuate the provisions of the Plan, including:

- (a) The filing of the Charter with the Secretary of State of the State of Delaware;
- (b) The adoption of the By-Laws;
- (c) The issuance of New Heileman Common Stock;
- (d) The issuance of the Series A-1 Notes and Series A-2 Notes; and
- (e) The issuance of the Series B-1 Notes and Series B-2 Notes.

(15) Pursuant to Article IV of the Plan, and in accordance with § 1123(a)(5)(I) of the Bankruptcy Code, the Debtors are hereby authorized and empowered to take such corporate action as may be necessary and appropriate to implement and effectuate the consummation of the Plan and this Order. Thomas J. Rattigan, Michael B. Evans, Daniel J. Schmid, Jr. and Randy J. Smith are, and each of them is, hereby appointed a designated officer of Heileman and New Heileman and a representative with respect to each of the Debtors, with full power and authority to put into effect and carry out the Plan and the decrees and orders of this Court relative thereto and to take any proceeding and do any act provided in the Plan or directed by such decrees or orders to be done by or on behalf of any of the Debtors or New Heileman, including, without limitation, any action which, but for Section 303 of the Delaware General Corporation Law or other applicable statute, would require action by the directors and/or stockholders of any such corporation, including, without limitation, approval and adoption of the Charter, By-Laws and Reorganization Documents, and any and all employment contracts, severance agreements and stock incentive agreements and/or plans that are to take effect on the Effective Date pursuant to the Plan, all with like effect as if exercised and taken by unanimous action of the directors and stockholders of such

corporation, to the extent provided for in any such statute. This Order shall constitute all approvals and consents, if any, required by the General Corporation Law of the State of Delaware with respect to the implementation and consummation of the Plan.

(16) The Charter shall be filed with and accepted by the Secretary of State of Delaware and recorded in accordance with the Delaware General Corporation Law and shall thereupon become effective in accordance with its terms and the provisions of the Delaware Corporation Law.

(17) Except where otherwise expressly provided herein or in the Plan, the corporate governance of New Heileman shall be carried out in accordance with the Charter, the By-Laws and the laws of the State of Delaware and the election and appointment of the directors and officers of New Heileman shall be carried out in accordance with the Charter and the By-laws.

(18) Pursuant to Article VII of the Plan, and in accordance with § 1123(b)(2) of the Bankruptcy Code, all Executory Contracts, including the management and employment agreements, as they may be amended, referred to in Article V, paragraph 5.2 of the Plan, that have not been rejected prior to the date hereof shall be deemed assumed as of the date hereof; provided, however, that the Debtors shall retain the right to assume or reject after the date hereof

any Executory Contract which is subject to a presently pending motion to assume or reject such Executory Contract.

(19) As to any Executory Contracts assumed pursuant to Article VII of the Plan and paragraph "18" of this Order, New Heileman shall, pursuant to the provisions of § 1123(a)(5)(G) of the Bankruptcy Code, cure or demonstrate the ability to cure all defaults (except those specified in § 365(b)(2) of the Bankruptcy Code) existing under and pursuant to such Executory Contracts by paying or demonstrating the ability to pay the amount, if any, of such Executory Contract Claims. Payment of any such Executory Contract Claim shall be in full satisfaction, release, discharge and cure of all such defaults (including any other Claims Filed by any such party as a result of such existing defaults); provided, however, that if any Person Files, within ninety (90) days of the Filing of such proof of Claim an objection in writing to the amount set forth, this Court shall determine the amount actually due and owing in respect of the defaults or shall approve the settlement of any such Executory Contract Claims. The dollar amount of any monetary default of the Debtors existing (as of the date hereof) under any Executory Contract, as may be agreed to by the parties thereto or as may be determined by this Court, shall constitute a Class 1B Allowed Claim under the Plan upon the assumption of such Executory Contract.

(20) Pursuant to Rule 3002(c)(4) of the Federal Rules of Bankruptcy Procedure, each Person who is a party to an Executory Contract rejected pursuant to Article VII, paragraph 7.1 of the Plan, shall be entitled to File within thirty (30) days after the issuance of a Final Order of this Court authorizing such rejection a proof of Claim for damages alleged to have arisen from the rejection of the Executory Contract to which such Person is party, or be forever barred.

(21) The filing of a proof of Claim for damages arising from the rejection of Executory Contracts shall be without prejudice to the rights of the Debtors to object to any such proof of Claim. Objections to any proof of Claim shall be filed not later than sixty (60) days after such proof of Claim is Filed, and this Court shall determine any such objections.

(22) Except as otherwise provided in this Order, all objections to Claims shall be filed before ninety (90) days after the Effective Date. The Debtor shall serve a copy of each such objection upon the Holder of the Claim to which it pertains.

(23) The Debtors are hereby authorized and directed to make the distributions required to be made on the Effective Date and thereafter pursuant to Sections 3.5 and 4.3 of the Plan to the Holders of Class 4A Allowed Claims and Class 4B

Allowed Claims (directly or indirectly through the SFD Indenture Trustee).

(24) The Debtors are hereby authorized and directed to make the distributions required to be made on the Effective Date and thereafter pursuant to Sections 3.6 and 4.3 of the Plan to the Holders of Class 5 Allowed Claims and the Agent (as such term is defined in the New Heileman Loan Agreement).

(25) The Debtors are hereby authorized and directed to make distributions required on or after the Initial Distribution Date, as defined in the Plan, or where permitted under the Plan, as soon as practicable thereafter.

(26) Notwithstanding the entry of this Order or the Effective Date having occurred, this Court shall retain jurisdiction of the Chapter 11 Cases for the following purposes:

(a) To hear and determine any and all pending applications for the rejection and disaffirmance, assumption or assignment of Executory Contracts, any objection to Claims resulting therefrom, and the allowance of any Claims resulting therefrom;

(b) To hear and determine any and all applications, adversary proceedings, contested matters and other litigated matters pending on the Confirmation Date;

(c) To ensure that the distributions to Holders of Claims and Interests are accomplished as provided under the Plan and in the Reorganization Documents;

(d) To hear and determine any objections to Claims filed, both before and after Confirmation; to allow or disallow, in whole or in part, any Disputed Claim, and to hear and determine other issues presented by or arising under the Plan;

(e) To enter and implement such orders as may be appropriate in the event Confirmation is for any reason stayed, reversed, revoked, modified or vacated;

(f) To hear and determine all applications for compensation of professionals and reimbursement of expenses under § 330 or 331 of the Bankruptcy Code;

(g) To hear the Debtors' application, if any, to modify the Plan in accordance with § 1127 of the Bankruptcy Code (after Confirmation, any Debtor may ~~also~~ so long as it does not adversely affect the interest of Holders, institute proceedings in this Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, disclosure statement or this Order, in such manner as may be necessary to carry out the purposes and effects of the Plan);

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(h) To hear and determine disputes arising in connection with the Plan or its implementation,

including disputes among Holders and arising under any agreements, documents or instruments executed in connection with the Plan;

(i) To construe and to take any action to enforce the Plan and issue such orders as may be necessary for the implementation, execution and consummation of the Plan;

(j) To determine such other matters and for such other purposes as may be provided in this Order;

(k) To hear and determine applications for orders sought pursuant to Article IV, paragraph "4.17" of the Plan;

(l) To determine such other matters and for such other purposes as may be provided in this Order;

(m) To hear and determine any motions or contested matters involving taxes, tax refunds, tax attributes and tax benefits and similar or related matters, with respect to the Debtors or their estates arising prior to the Effective Date or relating to the period of administration of the Chapter 11 Cases;

(n) To hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code; and

(o) To enter a final decree closing the Chapter 11 Cases as and when same shall be appropriate.

(27) All Fee Applications for final allowance of compensation and reimbursement of expenses shall be Filed within thirty (30) days after the date hereof. All such Fee Claims for which an application is not timely Filed shall be forever barred.

(28) Pursuant to § 1145(a)(1) of the Bankruptcy Code, New Heileman is hereby deemed exempt from the registration requirements of the Securities Act of 1933, as amended, and the equivalent state securities or "blue sky" laws, regarding the registration, issuance, distribution, offer or sale of the New Heileman Common Stock, the Series A-1 Notes and the Series B-1 Notes pursuant to the Plan provided that the Holders of the Series A-1 Notes and Series B-1 Notes pursuant to the New Heileman Note Purchase Agreement agree to treat them as "restricted securities" within the meaning of the Securities Act and not transfer them except in transactions that are at the time of the transfer exempt from registration under the Securities Act without regard to any exemption that might be available by reason of § 1145 of the Bankruptcy Code.

(29) Pursuant to § 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of a security under the Plan or the revesting, transfer or sale of any real or personal property of the Debtors in accordance with the Plan shall

not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax.

(30) The Debtors' time to make an application to this Court for the Estimated Claims Order, to the extent necessary or required, is hereby extended for a period of forty-five (45) days so that any such application will be filed no later than forty-five (45) days from the date hereof.

FLC (31) The Sharpenter Stipulation and all of its terms thereof are hereby approved in all respects. *Notice of the settlement being appropriate in the circumstances.*

(32) The Metz Baking Stipulation and all of its terms thereof are hereby approved in all respects. *Notice of the settlement being appropriate in the circumstances.*

(33) The failure to reference or discuss any particular provision of the Plan in this Order shall have no effect on the validity, binding effect and enforceability of such provision and such provision shall have the same validity, binding effect and enforceability as every other provision of the Plan.

(34) If any or all of the provisions of this Order are hereafter modified, vacated, or reversed by subsequent order of this or any other court, such reversal, modification, or vacation shall not affect the validity of the obligations incurred or undertaken under or in connection with the Plan prior to New Heileman's receipt of written notice of any such order; nor shall such reversal, modification or

vacation of this Order affect the validity or enforceability of such obligations. Notwithstanding any reversal, modification or vacation of this Order, any such obligation incurred or undertaken pursuant to and in reliance on this Order prior to the effective date of such reversal, modification or vacation shall be governed in all respects by the provisions of this Order and the Plan and all documents, instruments and agreements related thereto or any amendments or modifications thereto.

Dated: New York, New York
November 20, 1991

1 s/ Francis G. Conrad
UNITED STATES BANKRUPTCY JUDGE