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**ATTORNEYS FOR THE
DEBTOR-IN-POSSESSION**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:	§	Chapter 11
	§	
CENTENNIAL BEVERAGE GROUP, LLC	§	Case No. 12-37901-bjh-11
	§	
Debtor.	§	

NOTICE OF FILING OF PLAN SUPPLEMENT

Attached hereto is the Plan Supplement in support of the *Second Amended Plan of Liquidation for Centennial Beverage Group LLC Under Chapter 11 of the United States Bankruptcy Code* (Solicitation Version) (the “*Plan*,” Docket No. 392). The foregoing document, including any exhibits thereto, is additionally available upon request to the undersigned, from the Court’s docket, or free of charge from www.haynesboone.com/centennial.

The Plan Supplement contains a draft of the Liquidation Trust Agreement for the Centennial Liquidation Trust (as defined in the Plan). Rob Yaquinto will serve as the Liquidation Trustee for the Centennial Liquidation Trust. A final draft of the Liquidation Trust Agreement will be made available at the hearing on confirmation of the Plan (currently scheduled for February 6, 2014 at 9:15 a.m.), and will be available upon request to the undersigned or free of charge from www.haynesboone.com/centennial.

Dated: January 22, 2014

HAYNES AND BOONE, LLP

By: /s/ Ian T. Peck

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 22, 2014, a true and correct copy of the foregoing document was served (i) upon all parties on the Limited Service List [Docket No. 404] via email (if available as indicated thereon) or via United States first class mail, postage prepaid; and (ii) via email upon the parties that receive electronic notice in this case pursuant to the Court's ECF filing system.

/s/ Ian T. Peck

Ian T. Peck

PLAN SUPPLEMENT

[Liquidation Trust Agreement]

LIQUIDATION TRUST AGREEMENT

This LIQUIDATION TRUST AGREEMENT (the “Agreement” or “Liquidation Trust Agreement”) is made and entered into, as of the _____ day of _____, 2014, by and among Centennial Beverage Group, LLC, (the “Debtor”) and _____ (the “Liquidation Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan (as hereinafter defined).

RECITALS

WHEREAS, on December 17, 2012, the Debtor filed a voluntary petition for reorganization under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”); and

WHEREAS, on December 18, 2013, the Debtor filed a Second Amended Plan of Liquidation for Centennial Beverage Group, LLC Under Chapter 11 of the United States Bankruptcy Code (as the same may be amended or modified from time to time, the “Plan”); and

WHEREAS, by order dated _____, 2014, the Bankruptcy Court confirmed the Plan; and

WHEREAS, under the terms of the Plan, except as otherwise expressly provided in the Plan, title to all cash and other property of the Debtor and its Estate as of the Effective Date of the Plan will be transferred to and held by the Liquidation Trust created by this Liquidation Trust Agreement so that, among other things: (i) the Trust Assets (defined below) can be disposed of in an orderly and expeditious manner; (ii) objections to claims can be pursued, and disputed claims can be resolved; and (iii) distributions can be made to the beneficiaries of the Liquidation Trust in accordance with the Plan; and

WHEREAS, this Liquidation Trust is established under and pursuant to the Plan which provides for the appointment of the Liquidation Trustee to administer the Liquidation Trust for the benefit of creditors of the Debtor, and to provide administrative services relating to the implementation of the Plan; and

WHEREAS, the Liquidation Trustee has agreed to serve as such upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in accordance with the Plan and in consideration of the promises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

DECLARATION OF TRUST

The Debtor hereby absolutely assigns to the Liquidation Trust, and to its successors in trust and its successors and assigns, all right, title and interest of the Debtor in and to the Trust Assets (as defined below);

TO HAVE AND TO HOLD unto the Liquidation Trust and its successors in trust and its successors and assigns forever;

IN TRUST NEVERTHELESS upon the terms and subject to the conditions set forth herein and for the benefit of the holders of Allowed Claims¹, as and to the extent provided in the Plan, and for the performance of and compliance with the terms hereof and of the Plan;

PROVIDED, HOWEVER, that upon termination of the Liquidation Trust in accordance with Article V hereof, this Agreement shall cease, terminate and be of no further force and effect; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Trust Assets are to be held and applied by the Liquidation Trustee upon the further covenants and terms and subject to the conditions herein set forth.

I NAME; PURPOSE; TRUST ASSETS

1.1 Name of Trust. The trust created by this Agreement shall be known as the “Centennial Liquidation Trust” or sometimes herein as the “Liquidation Trust”.

1.2 Transfer of Trust Assets. In accordance with the provisions of the Plan, on the Effective Date, the Debtor and Estate shall be deemed to have transferred and/or assigned any and all assets of the Debtor and the Estate as of the Effective Date, excluding the Professional Fee Reserve, but including, without limitation and except as otherwise provided in the Plan, (i) Remaining Cash and accounts, including, without limitation, any and all Cash held in any general, escrow or segregated separate accounts during the pendency of the Chapter 11 Case, (ii) all Rights of Action, including Avoidance Actions, except for those released pursuant to Article X of the Plan; (iii) \$100,000 of the Spec’s Sale Proceeds; and (iv) all other property interests, rights, claims, defenses and causes of action of the Debtor or its Estate, including but not limited to unpaid tax refunds, insurance policy proceeds, returned deposits, unexercised contract rights, and unpaid insurance policy premium refunds to the beneficiaries of the Liquidation Trust (the “Trust Assets”), followed by a deemed transfer by such beneficiaries to the Liquidation Trust, to be held by the Liquidation Trustee in trust for the holders, from time to time, of Allowed Claims as and to the extent provided in the Plan (such holders collectively, the “Trust Beneficiaries”), and such transferred assets shall be held by the Liquidation Trust free and clear of all Claims, Liens and contractually imposed restrictions, except for the rights to Distribution and the retention of Liens afforded to certain Holders of Allowed Secured Claims (including the adequate protection liens granted to Compass Bank under the Final Cash Collateral Order), solely to the extent and priority of any such Allowed Secured Claim under the Plan.

1.3 Purposes. The purposes of the Liquidation Trust are to hold and effectuate an orderly disposition of the Trust Assets and to distribute or pay over the Trust Assets or proceeds thereof in accordance with this Agreement and the Plan, with no objective or authority to engage in any trade or business.

¹ All capitalized terms not expressly defined herein shall be given the meaning ascribed to them in the Plan.

1.4 Acceptance by the Liquidation Trustee. The Liquidation Trustee is willing and hereby accepts the appointment to serve as Liquidation Trustee pursuant to this Agreement and the Plan and agrees to observe and perform all duties and obligations imposed upon the Liquidation Trustee by this Agreement and under the Plan, including, without limitation, to accept and hold and administer the Trust Assets and otherwise to carry out the purpose of the Liquidation Trust in accordance with the terms and subject to the conditions set forth herein. In general, the Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to § 1123(b)(3)(B) of the Bankruptcy Code. The Liquidation Trustee shall have fiduciary duties to beneficiaries of the Liquidation Trust in the same manner that members of an official committee of creditors appointed pursuant to § 1102 of the Bankruptcy Code have fiduciary duties to the creditor constituents represented by such a committee.

1.5 Further Assurances. The Debtor and any successors in interest will, on request of the Liquidation Trustee, execute and deliver such further documents and perform such further acts as may be necessary or proper to transfer to the Liquidation Trustee any portion of the Trust Assets or to vest in the Trust the powers or property hereby conveyed. The Debtor, for itself and its predecessors and successors, disclaims any right to any reversionary interest in any of the Trust Assets, but nothing herein will limit the right and power of the Liquidation Trustee to abandon any Trust Assets to the Debtor in the event the Liquidation Trustee determines it is in the best interests of the Liquidation Trust and its beneficiaries to do so.

II RIGHTS, POWERS AND DUTIES OF LIQUIDATION TRUSTEE

2.1 General. As of the Effective Date, the Liquidation Trustee shall take possession and charge of the Trust Assets and, subject to the provisions hereof and in the Plan, shall have full right, power and discretion to manage the affairs of the Liquidation Trust. Except as otherwise provided herein and in the Plan, the Liquidation Trustee shall have the right and power to enter into any covenants or agreements binding the Liquidation Trust and in furtherance of the purpose hereof and of the Plan and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Liquidation Trustee to be consistent with and advisable in connection with the performance of his or her duties hereunder. On and after the Effective Date, the Liquidation Trustee, shall have the power and responsibility to do all acts contemplated by the Plan to be done by the Liquidation Trustee and all other acts that may be necessary or appropriate in connection with the disposition of the Trust Assets and the distribution of the proceeds thereof, as contemplated by the Plan, including, without limitation:

(a) To exercise all power and authority, that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders; including, without limitation, amendment of the articles of organization and by-laws of Centennial, the dissolution of the Debtor, and the assertion or waiver of any of the Debtor's attorney/client privilege;

(b) To maintain escrows and other accounts, make Distributions and take other actions consistent with the Plan and the implementation thereof, including the

establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of either of the Debtor or the Liquidation Trustee, even in the event of the dissolution of the Debtor;

(c) Subject to the applicable provisions of the Plan, to collect and liquidate all assets of the Estate pursuant to the Plan and to administer the winding-up of the affairs of the Debtor;

(d) To object to, defend, compromise, and/or settle any Claims (Disputed or otherwise) as discussed in Article VII of the Plan without the necessity of approval of the Bankruptcy Court and/or to seek Court approval for any Claims settlement to the extent thought appropriate by the Liquidation Trustee or to the extent such approval is required by prior order of the Bankruptcy Court;

(e) Unless otherwise ordered by the Bankruptcy Court, to defend, compromise and/or settle any Rights of Action transferred to the Liquidation Trust in the Plan by filing a notice of compromise and settlement with the Bankruptcy Court, which shall be deemed approved if no objection is filed within 23 days after the date of filing, and which shall be subject to approval of the Bankruptcy Court to the extent an objection is filed;

(f) To make decisions, without further Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidation Trust and to pay the charges incurred by the Liquidation Trust on or after the Effective Date for services of professionals, disbursements, expenses or related support services relating to the winding down of the Debtor and implementation of the Plan, without application to the Bankruptcy Court, with such charges to be paid solely from the Liquidation Trust assets;

(g) To cause, on behalf of the Liquidation Trust, the Debtor and the Estate, all necessary tax returns and all other appropriate or necessary documents related to municipal, State, Federal or other tax law to be prepared or filed timely;

(h) To make all Distributions to holders of Allowed Claims provided for or contemplated by the Plan;

(i) To invest Cash in accordance with § 345 of the Bankruptcy Code or as otherwise permitted by a Final Order of the Bankruptcy Court and as deemed appropriate by the Liquidation Trustee;

(j) To collect any accounts receivable or other claims and assets of the Debtor or the Estate not otherwise disposed of pursuant to the Plan;

(k) To enter into any agreement or execute any document required by or consistent with the Plan and perform all of the obligations of the Debtor or the Liquidation Trustee thereunder;

(l) To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization at the discretion of the Liquidation Trustee, any assets that the Liquidation Trustee concludes are of inconsequential benefit to creditors of

the Estate or, at the conclusion of the Chapter 11 Case, are determined to be too impractical to distribute;

(m) To investigate, prosecute and/or settle Rights of Action, including, but not limited to Avoidance Actions, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitral or other non-judicial proceeding, litigate or settle such Rights of Action on behalf of the Liquidation Trust and pursue to settlement or judgment such actions;

(n) To utilize trust assets to purchase or create and carry all appropriate new insurance policies and pay all insurance premiums and costs it deems necessary or advisable to insure the acts and omissions of the Liquidation Trustee;

(o) To implement and/or enforce all provisions of the Plan;

(p) To maintain appropriate books and records (including financial books and records);

(q) To collect and liquidate all assets of the Estate pursuant to the Plan and administer the winding-up of the affairs of the Debtor including, but not limited to, closing the Chapter 11 Case;

(r) To pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Bankruptcy Court and serve on the United States Trustee quarterly financial reports until such time as such reports are no longer required, a Final Decree is entered closing the Case or the Case is converted or dismissed, or the Bankruptcy Court orders otherwise;

(s) To file with the Bankruptcy Court and serve upon the Post-Confirmation Service List, within twenty-five (25) days after the end of each quarter, a report setting forth (i) the receipt and disposition by the Liquidation Trustee of property of the Estate or the Debtor during the prior quarter, including the disposition of funds in the Liquidation Trust; (ii) all Disputed Claims resolved by the Liquidation Trustee during such period; and (iii) the status of Rights of Action;

(t) To establish the Professional Fee Reserve as provided in Article V.B and Article V.E(3) of the Plan and to pay Allowed Professional Fee Claims from the Professional Fee Reserve; and

(u) To do all other acts or things consistent with the provisions of the Plan that the Liquidation Trustee deems reasonably necessary or desirable with respect to implementing the Plan.

Other than the obligations of the Liquidation Trustee enumerated or referred to herein or under the Plan, the Liquidation Trustee shall have no duties or obligations of any kind or nature respecting the implementation and administration of the Plan or this Agreement.

2.2 Costs. The Liquidation Trustee shall pay Plan administration costs, costs of holding and liquidating any non-Cash property, and costs of prosecution of any and all Rights of

Action held by the Liquidation Trust, including but not limited to taxes and professional fees, from the funds in the Liquidation Trust, excluding funds in the Professional Fee Reserve. The Liquidation Trustee shall estimate appropriate reserves of Cash to be set aside in order to pay or reserve for accrued expenses and for the payment of prospective expenses and liabilities of the Estate and the Liquidation Trust after the Effective Date. Without limitation, these reserves shall include Professional Fee Claims, if any, not payable from the Professional Fee Reserve, Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, Secured Claims, and Disputed Claims. Notwithstanding any contrary provision contained herein (other than the requirements for segregation of undeliverable distributions set forth in Article VIII of the Plan), the Liquidation Trustee shall not be obligated to physically segregate and maintain separate accounts for reserves or for Distributions. Separate reserves and funds may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time, to enable the Liquidation Trustee to determine Cash available for Distributions, reserves and amounts to be paid to parties-in-interest. In the event that the Cash held by the Liquidation Trust, together with proceeds of any disposition of Trust Assets available for such purpose, are insufficient to make payments as provided in this Section 2.2, the Liquidation Trustee shall, unless funds sufficient for such purpose have otherwise been made available from any other sources, have no obligation to make such payments.

2.3 Distributions. Pursuant to the Plan, after the payment in full of all Allowed Administrative Claims, Allowed Professional Fee Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Secured Claims, and the funding of a reserve for Disputed Claims, the remaining Cash not otherwise allocated to the payment of costs of the Liquidation Trust shall be distributed to the holders of Allowed General Unsecured Claims. Distributions to Holders of Allowed General Unsecured Claims shall be made at the discretion of the Liquidation Trustee through the exercise of its business judgment.

2.4 Liability of Liquidation Trustee.

(a) Standard of Care. Except in the case of willful misconduct, gross negligence or fraud, the Liquidation Trustee shall not be liable for any loss or damage by reason of any action taken or omitted by it pursuant to the discretion, powers and authority conferred, or in good faith believed by the Liquidation Trustee to be conferred, on the Liquidation Trustee by this Agreement or the Plan.

(b) No Liability for Acts of Predecessors. No successor Liquidation Trustee shall be in any way responsible for the acts or omissions of any Liquidation Trustee in office prior to the date on which such successor becomes the Liquidation Trustee, unless a successor Liquidation Trustee expressly assumes such responsibility.

(c) No Implied Obligations. Subject to Section 1.4 hereof, the Liquidation Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Liquidation Trustee.

(d) No Liability for Good Faith Error of Judgment. The Liquidation Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Liquidation Trustee was grossly negligent in ascertaining the pertinent facts.

(e) Reliance by Liquidation Trustee on Documents or Advice of Counsel or Other Persons. Except as otherwise provided herein, the Liquidation Trustee may rely, and shall be fully protected in acting or refraining from acting, upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document which it reasonably believes to be genuine and to have been signed or presented by the proper party or parties, and the Liquidation Trustee may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. The Liquidation Trustee also may engage and consult with legal counsel for the Liquidation Trust and other agents and advisors and shall not be liable for any action taken or suffered by the Liquidation Trustee in reliance upon the advice of such counsel, agents or advisors. The Liquidation Trustee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Trust Assets.

(f) No Personal Obligation for Trust Liabilities. Persons dealing with the Liquidation Trustee, or seeking to assert claims against the Debtor, shall look only to the Trust Assets to satisfy any liability incurred by the Liquidation Trustee to any such person in carrying out the terms of this Agreement, and the Liquidation Trustee shall have no personal, individual obligation to satisfy any such liability.

2.5 Selection of Agents. The Liquidation Trustee may engage any employee of the Debtor or other persons, and also may engage or retain brokers, banks, custodians, investment and financial advisors, attorneys (including existing counsel to the Committee or the Debtor), accountants (including existing accountants for the Committee or the Debtor) and other advisors and agents, in each case without Bankruptcy Court approval. The Liquidation Trustee may pay the salaries, fees and expenses of such persons from Trust Assets or proceeds thereof. In addition, the parties acknowledge that Trust Assets may be advanced to satisfy such salaries, fees and expenses. The Liquidation Trustee shall not be liable for any loss to the Liquidation Trust or any person interested therein by reason of any mistake or default of any such Person referred to in this Section 2.5 selected by the Liquidation Trustee in good faith and without either gross negligence or intentional malfeasance.

2.6 Liquidation Trustee's Compensation, Indemnification and Reimbursement.

(a) As compensation for services in the administration of this Liquidation Trust, the Liquidation Trustee shall be compensated as specified on Schedule A attached hereto. The Liquidation Trustee shall also be reimbursed for all documented actual, reasonable and necessary out-of-pocket expenses incurred in the performance of its duties hereunder.

(b) In addition, the Liquidation Trustee shall be indemnified by and receive reimbursement from the Trust Assets against and from any and all loss, liability, expense (including attorneys' fees) or damage which the Liquidation Trustee incurs or sustains, in good faith and without either gross negligence or intentional malfeasance, acting as Liquidation Trustee under or in connection with this Agreement.

(c) The Liquidation Trustee is hereby authorized to obtain all reasonable insurance coverage for himself, his agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to the liabilities, duties and obligations of the Liquidation Trustee and his agents, representatives, employees or independent contractors under the Plan and this Agreement.

2.7 Tax Treatment and Obligation to File Returns.

(a) The transfer of the Debtor's and the Estate's remaining assets to the Liquidation Trust shall be treated as a transfer to the beneficiaries of the Liquidation Trust for all purposes of the Internal Revenue Code (e.g., sections 61(a)(12), 483, 1001, 1012 and 1274) followed by a deemed transfer by such beneficiaries to the Liquidation Trust. The Liquidation Trust shall be considered a "grantor" trust for federal income tax purposes, and the beneficiaries of the Liquidation Trust shall be treated as the grantors and deemed owners of the Liquidation Trust. All items of income, gain, loss, deduction and credit will be included in the income of the Trust Beneficiaries as if such items had been recognized directly by the Trust Beneficiaries in the proportions in which they own beneficial interests in the Liquidation Trust. To the extent valuation of the transferred property to the Liquidation Trust is required under applicable law, the Liquidation Trustee shall value the transferred property and notify in writing the beneficiaries of the Liquidation Trust of such valuations. The assets transferred to the Liquidation Trust shall be valued consistently by the Liquidation Trustee and the Trust beneficiaries, and these valuations will be used for all federal income tax purposes.

(b) The Liquidation Trustee shall comply with all tax reporting requirements and, in connection therewith, the Liquidation Trustee may require Trust Beneficiaries to provide certain tax information as a condition to receipt of distributions, including, without limitation, filing returns for the Liquidation Trust as a grantor trust pursuant to Treasury Regulation § 1.6714(a).

2.8 Tax Provisions.

(a) Income Tax Status.

(i) The Liquidation Trust is created for the purpose of liquidating the Trust Assets in accordance with Treasury Regulation Section 301.7701-4(d) and making distributions to holders of Allowed Claims. The Liquidation Trust is not otherwise authorized to engage in any trade or business.

(ii) Under the guidelines set forth in Revenue Procedure 94-95, I.R.B. 1994-20.12 and § 1.671-4(a) of the Income Tax Regulations, the Liquidation Trustee will file returns for the Liquidation Trust as a grantor trust. As described more fully in the Plan and Disclosure Statement, the transfer of the Trust Assets will be treated for tax purposes as a transfer to the Trust Beneficiaries, followed by a deemed transfer from such Trust Beneficiaries to the Liquidation Trust.

(iii) In accordance with the provisions of Section 6012(b)(3) of the Internal Revenue Code of 1986, as amended, the Liquidation Trustee shall cause to be prepared, at the cost and expense of the Liquidation Trust, the corporate income tax

returns (Federal, state and local) that the Debtor is required to file. The Liquidation Trustee shall timely file each such tax return with the appropriate taxing authority and shall pay out of the Trust Assets all taxes due with respect to the period covered by each such tax return.

(b) Withholding. The Liquidation Trustee may withhold from the amount distributable from the Liquidation Trust at any time to any Trust Beneficiary such sum or sums as may be sufficient to pay any tax or taxes or other charge or charges which have been or may be imposed on such Trust Beneficiary or upon the Liquidation Trust with respect to the amount distributable or to be distributed under the income tax laws of the United States or of any state or political subdivision or entity by reason of any distribution provided for by any law, regulation, rule, ruling, directive, or other governmental requirement.

(c) Tax Identification Numbers. The Liquidation Trustee may require any Trust Beneficiary to furnish to the Liquidation Trustee its Employer or Taxpayer Identification Number as assigned by the Internal Revenue Service and the Liquidation Trustee may condition any distribution to any Trust Beneficiary upon receipt of such identification number.

2.9 Conflicting Claims. If the Liquidation Trustee becomes aware of any disagreement or conflicting claims with respect to the Trust Assets, or is in good faith doubt as to any action that should be taken under this Agreement, the Liquidation Trustee may take any or all of the following actions as reasonably appropriate:

(i) to the extent of such disagreement or conflict, or to the extent deemed by the Liquidation Trustee necessary or appropriate in light of such disagreement or conflict, withhold or stop all further performance under this Agreement with respect to the matter of such dispute (except, in all cases, the safekeeping of the Trust Assets) until the Liquidation Trustee is reasonably satisfied that such disagreement or conflicting claims have been fully resolved; or

(ii) file a suit in interpleader or in the nature of interpleader in the Bankruptcy Court (or any other court of competent jurisdiction) and obtain an order requiring all Persons involved to litigate in the Bankruptcy Court their respective claims arising out of or in connection with this Agreement; or

(iii) file any other appropriate motion for relief in the Bankruptcy Court (or any other court of competent jurisdiction).

2.10 Records of Liquidation Trustee. The Liquidation Trustee shall maintain accurate records of receipts and disbursements and other activity of the Liquidation Trust. The books and records maintained by the Liquidation Trustee, as well as any and all other books and records of the Debtor, may be disposed of by the Liquidation Trustee at such time as the Liquidation Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Liquidation Trust or its beneficiaries, or upon the termination of the Liquidation Trust, provided that at least thirty days notice of the intention to dispose of such books and records has been provided to the Post-Confirmation Service List.

2.11 Bond. The Liquidation Trustee shall obtain a bond satisfactory to the Bankruptcy Court in favor of the Liquidation Trust, the cost of which shall be an expense of the Liquidation Trust.

III RIGHTS, POWERS AND DUTIES OF BENEFICIARIES.

3.1 Interests of Beneficiaries. The Trust Beneficiaries shall have beneficial interests in the Trust Assets as provided in the Plan. The Trust Beneficiaries' proportionate interests in the Trust Assets as thus determined shall be transferable, subject, as applicable, to Bankruptcy Rule 3001(e) and any other provision of law, but shall not be binding on the Trustee unless and until the transfer has been accepted by the Liquidation Trustee.

3.2 Interests Beneficial Only. The ownership of a beneficial interest hereunder shall not entitle any Trust Beneficiary to any title in or to the Trust Assets as such (which title shall be vested in the Liquidation Trustee) or to any right to call for a partition or division of Trust Assets or to require an accounting.

IV AMENDMENT OF TRUST OR CHANGE IN TRUSTEE.

4.1 Resignation of the Liquidation Trustee. The Liquidation Trustee may resign by an instrument in writing signed by the Liquidation Trustee and provided to the Post-Confirmation Service List, provided that the Liquidation Trustee shall continue to serve as such after his resignation for thirty (30) days or, if longer, until the time when appointment of his successor shall become effective in accordance with Section 4.3 hereof.

4.2 Removal of the Liquidation Trustee. The Trust Beneficiaries may remove the Liquidation Trustee with or without cause at any time by the vote of holders of Allowed Claims of at least two-thirds in amount and more than one-half in number. Such removal shall be effective thirty (30) days after the Trust Beneficiaries' determination, or after such shorter period (or immediately) as the Bankruptcy Court may direct for cause. Upon removal of the Liquidation Trustee in accordance with this Section 4.2 other than for cause, the Liquidation Trustee shall be entitled to all compensation that has accrued through the effective date of termination, but remains unpaid as of such date which payment shall be made promptly from the Liquidation Trust Assets. For the purposes of this Agreement, "cause" shall mean (a) the willful and continued refusal by the Liquidation Trustee to perform his duties as set forth herein; (b) gross negligence, gross misconduct, fraud, embezzlement or theft; or (c) such other cause as a majority of the Trust Beneficiaries shall in good faith determine.

4.3 Appointment of Successor Liquidation Trustee. In the event of the death, resignation, termination, incompetence or removal of the Liquidation Trustee, any Trust Beneficiary, or the outgoing Liquidation Trustee may petition the Bankruptcy Court to appoint a successor Liquidation Trustee. The Bankruptcy Court shall retain jurisdiction to resolve any disputes in connection with the service of the Liquidation Trustee or his successor. Every successor Liquidation Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the predecessor Liquidation Trustee (if practicable) an instrument accepting such appointment and the terms and provisions of this Agreement, and thereupon such

successor Liquidation Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers and duties of the retiring Liquidation Trustee.

4.4 Continuity. Unless otherwise ordered by the Bankruptcy Court, the death, resignation, incompetence or removal of the Liquidation Trustee shall not operate to terminate or to remove any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Liquidation Trustee. In the event of the resignation or removal of the Liquidation Trustee, the Liquidation Trustee shall promptly execute and deliver such documents, instruments, final reports, and other writings as may be reasonably requested from time to time by the Bankruptcy Court or the successor Liquidation Trustee.

4.5 Amendment of Agreement. This Agreement may be amended, modified, terminated, revoked or altered only upon order of the Bankruptcy Court.

V TERMINATION OF TRUST

The Liquidation Trust shall terminate upon the earliest to occur of (a) the fulfillment of the Liquidation Trust's purpose by the liquidation of all of the Trust Assets and the distribution of the proceeds of the liquidation thereof in accordance with the Plan; or (b) five years after the Effective Date (the "Termination Date"). Reasonable efforts shall be made to see to it that the Termination Date shall be no later than the time reasonably necessary to accomplish the Liquidation Trust's purpose of liquidating assets and satisfying liabilities under the Plan. Notwithstanding the foregoing, however, if warranted by the facts and circumstances, upon proper notice to interested parties who have requested such notice and with an explanation of why the extension is necessary to the purpose of the Liquidation Trust, the term of the Liquidation Trust may be extended for a finite term based on its particular facts and circumstances.

VI RETENTION OF JURISDICTION

Subject to the following sentence, the Bankruptcy Court shall have exclusive jurisdiction over the Liquidation Trust, the Liquidation Trustee and the Trust Assets as provided in the Plan, including the determination of all controversies and disputes arising under or in connection with the Liquidation Trust or this Agreement. However, if the Bankruptcy Court abstains or declines to exercise such jurisdiction or is without jurisdiction under applicable law, any other court of competent jurisdiction may adjudicate any such matter. All Trust Beneficiaries consent to the jurisdiction of the U.S. District Court for the Northern District of Texas, Dallas Division and the state district courts sitting in Dallas, Texas over all disputes related to this Agreement.

VII MISCELLANEOUS

7.1 Applicable Law. The Liquidation Trust created by this Agreement shall be construed in accordance with and governed by the laws of the State of Texas without giving effect to principles of conflict of laws, but subject to any applicable federal law.

7.2 Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

7.3 Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

7.4 Interpretation. Section and paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision hereof.

7.5 Savings Clause. If any clause or provision of this Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court, such invalidity or unenforceability shall not affect any other clause or provision hereof, but this Agreement shall be construed, insofar as reasonable to effectuate the purpose hereof, as if such invalid or unenforceable provision had never been contained herein.

7.6 Entire Agreement. This Agreement and the Plan constitute the entire agreement by and among the parties and there are no representations, warranties, covenants or obligations with respect to the subject matter hereof except as set forth herein or therein. This Agreement together with the Plan supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to such subject matter. Except as otherwise authorized by the Bankruptcy Court or specifically provided in this Agreement or in the Plan, nothing in this Agreement is intended or shall be construed to confer upon or to give any Person other than the parties hereto and the Trust Beneficiaries any rights or remedies under or by reason of this Agreement.

7.7 Counterparts. This Agreement may be executed by facsimile or electronic transmission and in counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts shall together constitute one and the same instrument.

7.8 Notices.

(a) All notices, requests or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be deemed given five Business Days after first-class mailing, one Business Day after sending by overnight courier, or on the first Business Day after facsimile or electronic transmission.

(i) if to the Liquidation Trust or Liquidation Trustee:

with a copies to:

-and-

(ii) if to any Trust Beneficiary, to such address as such Trust Beneficiary shall have furnished to the Debtor in writing prior to the Effective Date.

(b) Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice to the Liquidation Trustee in the same manner as above.

7.9 Effective Date. This Agreement shall become effective as of the Effective Date.

7.10 Tax Identification Numbers. The Liquidation Trustee may require any Trust Beneficiary to furnish to the Liquidation Trustee its employer or taxpayer identification number as assigned by the Internal Revenue Service, and the Liquidation Trustee may condition any distribution to any Trust Beneficiary upon such receipt of such identification number and any other information required for the Liquidation Trustee to comply with Internal Revenue Service requirements.

7.11 Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties, the Trust Beneficiaries and, subject to the provisions hereof, their respective successors and assigns.

7.12 Conflict with the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Agreement shall govern.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed as of the day and year first above written.

CENTENNIAL BEVERAGE GROUP LLC

By: _____
Name: Greg Wonsmos
Title: President

TRUSTEE OF THE CENTENNIAL BEVERAGE
GROUP LLC LIQUIDATION TRUST

_____, as Liquidation Trustee

SCHEDULE A

**TERMS OF COMPENSATION AND REIMBURSEMENT OF EXPENSES OF THE
LIQUIDATION TRUSTEE**

1. COMPENSATION

- (a) Beginning at the Effective Date (as defined in the Plan), the Liquidation Trustee shall be employed and compensated at the rate of \$_____ per hour, such that fees incurred thereafter shall not exceed the compensation allowed for trustees under 11 U.S.C. § 326.

2. COMPUTATION OF HOURS; RECORDKEEPING

- (a) For the purpose of calculating the days and hours in respect of which the Liquidation Trustee may receive compensation under Section 1 above, travel times shall be included in the number of hours expended at one-half otherwise applicable rates, but only if such travel is for the purpose of conducting Liquidation Trustee activities. Travel by the Liquidation Trustee for personal reasons, including travel to and from any residence of the Liquidation Trustee, shall not be included in the number of hours expended.
- (b) The Liquidation Trustee shall maintain a record of his time expended in his capacity as Liquidation Trustee, which shall include a brief description of such activities.

3. REIMBURSEMENT OF EXPENSES

The Liquidation Trustee shall be entitled to reimbursement for documented actual and reasonable expenses incurred in performing his duties as the Liquidation Trustee.