

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF LOUISIANA

In re:

HECK INDUSTRIES, INC.

Debtor

Case No. 16-10516

Chapter 11

**ORDER AUTHORIZING SALE OF GONZALES BATCH PLANT
FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTERESTS**

The Motion for Order Approving Sale Pursuant to Sections 363(b) and 363(f) of the Bankruptcy Code, as amended (P-42, P-83, the “Sale Motion”) came before the Court on May 12, 2016.

Considering the Sale Motion, the record of this case, the appearance of all appearing interested parties and all responses and objections made, the proffer, the arguments of those appearing at the hearing, the stipulations made at the hearing, that the relief granted in this order is in the best interests of the Debtor, its estate, the creditors, and the other parties in interest and is in accordance with applicable provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), and the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”),

IT IS ORDERED, ADJUDGED AND DECREED THAT:

Approval of the APA and the Sale; Sale and Transfer Free and Clear of Claims

1. The Asset Purchase Agreement attached as Exhibit 1 to this order (the “APA”) with Cajun Ready Mix Concrete, LLC (“Cajun”) for the sale of the cement batch plant and related assets located on property bearing municipal address 38429 LA-30, Gonzales, Louisiana 70737 (the “Gonzales Batch Plant”) is approved and/or ratified; and further, that the Debtor is

authorized to execute bills of sale, assignments, conveyances, and related documents and take any and all actions necessary or appropriate to consummate and implement the APA and close the sale of the Assets (the “Sale”) to Cajun.

2. The Sale of the Gonzales Batch Plant to Cajun meets the applicable provisions of Bankruptcy Code section 363(f) and is free and clear of any and all claims, liens, encumbrances, liabilities, rights, and commitments whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, whether arising prior to or subsequent to this case and whether imposed by agreement, understanding, law, equity, or otherwise arising under any theory or law including the law or doctrine of successor liability (all of the foregoing collectively being referred to as “Claims”). The transfer of the Gonzales Batch Plant to Cajun under the APA will be a legal, valid and effective transfer of all of the Debtor’s legal, equitable and beneficial right, title and interest in and to the Gonzales Batch Plant free and clear of all Claims.

3. Any and all Claims, if any, shall attach to the proceeds of the Sale ultimately attributable to the property against or in which they assert a Claim, in the same order of priority and with the same validity, force and effect that such Claim holder had prior to the Sale, subject to any rights, claims and defenses of the Debtor or the estate as applicable.

4. At the closing of the Sale, all of the Debtor’s right, title, and interest in and to, and possession of, the Gonzales Batch Plant shall immediately vest in Cajun pursuant to Bankruptcy Code sections 105(a), 363(b) and 363(f), free and clear of all Claims. Such transfer shall constitute a legal, binding, and effective transfer of, and shall vest Cajun with good and marketable title to, the Gonzales Batch Plant.

No Successor or Transferee Liability

5. Cajun shall not be deemed, as result of any action taken in connection with the APA, the consummation of the Sale, or the transfer of the Gonzales Batch Plant, (a) to be a successor to the Debtor or the estate under any theory of law or equity, (b) to have *de facto* or otherwise merged into or with the Debtor, (c) to be a consolidation, alter ego, or mere continuation of the Debtor, within the meaning of any state, federal, or local law or regulation of any nature (all of the foregoing being referred to as “Successor/Transferee Liability”). Neither Cajun nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of the Debtor or its estate.

6. The Debtor is authorized to execute all documents that may be necessary to release any Claims of any kind against the Gonzales Batch Plant as such Claims may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanic's Claims, *lis pendens* or other documents or agreements evidencing Claims against or in the Gonzales Batch Plant (in whole or any part thereof) or which include more broadly property of which the Gonzales Batch Plant is a part, shall not have delivered to the Debtor prior to the closing in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims that the person or entity has with respect to the Gonzales Batch Plant or any part thereof, (a) the Debtor is authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Gonzales Batch Plant; (b) Cajun is authorized to file, register or otherwise record a certified copy of this order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims against Cajun and the applicable Gonzales Batch Plant (and all parts thereof); and (c) Cajun may seek in this court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such Claims with respect to the Gonzales Batch Plant, or any part

thereof. This order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office. Notwithstanding the foregoing, this order shall be self-executing and the Debtor and Cajun shall not be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this order.

7. This order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale and transaction contemplated by the APA.

8. All persons and entities are prohibited from taking any action to prevent, adversely affect, or interfere with, or which would be inconsistent with, the ability of the Debtor to transfer the Gonzales Batch Plant.

Good Faith; Arms' Length Sale

9. Cajun is a good faith buyer within the meaning of Bankruptcy Code section 363(m) and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding.

Miscellaneous

10. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the court; provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate.

11. The court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the transactions and Sale approved in this order. Further, this court retains jurisdiction to protect Cajun, its assets, and the Gonzales Batch Plant being purchased, against any Claims and Successor/Transferee Liability and to enter orders, as appropriate to effectuate this order.

12. This order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rule 6004(h) or any other provision of the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules is expressly waived and abrogated. The Debtor is not subject to any stay in the implementation, enforcement or realization of the relief granted in this order, and may, in its sole discretion and without further delay, take any action and perform any act authorized or approved under this order.

13. This order constitutes a final and appealable order within the meaning of 28 U.S.C. §158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d) and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Federal Rule of Civil Procedure 54(b), made applicable by Bankruptcy Rule 7054, this court expressly finds that there is no just reason for

delay in the implementation of this order and expressly directs entry of this order.

Baton Rouge, Louisiana, May 12, 2016.

s/ Douglas D. Dodd
DOUGLAS D. DODD
UNITED STATES BANKRUPTCY JUDGE

Exhibits

Asset Purchase Agreement

4833-9417-1441, v. 1

AGREEMENT TO PURCHASE ASSETS

This AGREEMENT TO PURCHASE ASSETS (hereinafter "Agreement") is entered into this 7th day of April, 2016, by and between HECK INDUSTRIES, INC., a Louisiana corporation with a domicile address of 5415 Choctaw Dr., Baton Rouge, LA 70805 ("Seller"), represented herein by its duly authorized representative, Lawrence H. Hahn, Jr.; and CAJUN READY MIX CONCRETE, LLC, a Louisiana limited liability company with a domicile address of 7950 Airline Highway, Baton Rouge, LA 70815 ("Purchaser"), represented herein by its duly authorized representative, Steven Cheatham. (Seller and Purchaser are hereinafter, collectively, the "Parties").

Purchaser does hereby agree to purchase, and Seller does hereby agree to sell, convey, transfer and assign, with full warranty of title, the assets listed on the attached Schedule A (collectively, the "Assets").

The Assets shall be sold and purchased for the price of Three Hundred Thousand and No/100 (\$300,000.00) Dollars, and other valuable consideration (the "Purchase Price").

Each of the Parties agree to retain and pay for their own attorney, and each Party shall bear its own closing costs in connection with the closing of the transaction contemplated herein.

All personal property ad valorem taxes, assessments, rents, charges, other similar charges or fees, and all prepaid expenses and prepaid revenue, relating to the Assets, are to be prorated to date of closing, with Seller to be responsible for all such expenses and entitled to all revenue attributable to the Assets and earned up to and as of the day of closing, and Purchaser to be responsible for all such expenses and entitled to all revenue attributable to the Assets after the day of closing.

Seller hereby represents, warrants and agrees that prior to closing of the transaction contemplated herein:

1. All statements and other information furnished relative to this Agreement and/or the transaction contemplated herein, have and/or shall fairly reflect the ownership, transferability, condition, and encumbrances if any, of the Assets.
2. There are no, nor shall there be any, undisclosed liabilities, claims or pending or threatened litigation, and Seller will defend and hold Purchaser harmless from same (including attorney fees and expenses of litigation) if any shall arise from actions which took place prior to closing as relates to the Assets.
3. The Assets comply, and/or shall comply at closing, with all zoning, building, ^{with} environmental and other applicable codes. The cost of remedying any non-compliance shall be borne by Seller.

4. The Assets are to be conveyed herein free and clear of any and all defects, liens and encumbrances except such may be otherwise herein expressly assumed by Purchaser. Seller agrees to pay for any action required to remove any defects from title or bill of sale or other instrument in order to make it good and marketable. Seller represents and warrants there are no brokers involved in this transaction and agrees to pay any brokerage fees or commissions which may be claimed by any broker engaged by Seller which may be due on the Agreement.

5. Seller has or shall have good and marketable title to all of the Assets to be sold by the transaction contemplated herein; and, if Seller is a corporation or limited liability company, that the corporation or company is duly organized, existing, and in good standing under the laws of the State of Louisiana; and the execution and delivery of this Agreement has been duly authorized by the board of directors and by the shareholders and/or members and/or managers respectively.

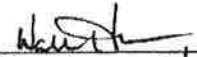
6. Seller shall provide full and complete disclosure to Purchaser of all information as may be material to a purchaser's decision to acquire the Assets.

Prior to the closing of the transaction contemplated herein, Purchaser and Seller shall execute an act evidencing Seller's right to load its trucks from the premises bearing the municipal address of 38429 LA-30, Gonzales, LA 70737, for such period of time that Wallace Heck Jr., Wallace Heck III, and/or any of their respective heirs collectively own at least 51% of HECK INDUSTRIES, INC., or its successors or assigns, the cost of such loading to be Cost of Goods Manufactured plus an overhead fee presently set at Eight and No/100 Dollars (\$8.00) per yard. The Parties shall have the opportunity to re-evaluate the overhead fee every five years to accommodate for changes in business operation costs.


This Agreement constitutes the sole and entire agreement between the Parties hereto and no modification or amendment shall be binding unless in writing and attached hereto and signed by all Parties to this agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

WITNESS the hands and seals of Purchaser and Seller this day, month and year below written who each sign below through their respective authorized representative. Each Party acknowledges that each has read this Agreement in its entirety, understands its contents, and has had the opportunity to seek legal counsel and to contribute to its drafting.

SELLER:
HECK INDUSTRIES, INC.


By: Wallace Heck Jr.
Its: President

PURCHASER:
CAJUN READY MIX CONCRETE, LLC


By: Steven Cheatham
Its: Member

Plant #3

- 1) 800T0850 BBL Silo
 - 2) 300T0350 BBL Silos
- Cement Weigh Batcher
- Weighed Water, with Holding Tank
- 3 Compartment O.H. Agg Bin
- Agg Weigh Batcher
- 30 Inch Batch Cono
- Radial Stacker with Ground Hopper
- Top Mounted Dust Collectors
- T-30 Air Compressor
- Work Platforms Cement Deck & Silos

	Plant	145,000
Electrical		35,000
Waterwell Storage Tanks and Plant Pump		15,000
Wash Out Pit System		20,000
Plant Foundation		20,000
Batch House		25,000
	Total	260,000