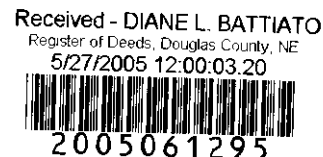
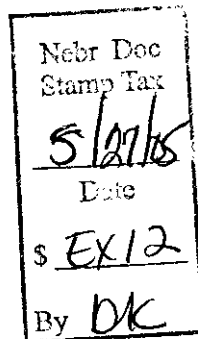




DEED 2005061295



MAY 27 2005 12:00 P 9



SPECIAL WARRANTY DEED

NEW WORLD PASTA COMPANY, a Delaware corporation, Debtor-in-Possession, formerly HERSHEY PASTA MANUFACTURING COMPANY, GRANTOR, in consideration of Two Dollars and other good and valuable consideration received from GRANTEE, FIDEGAL CORPORATION, a Delaware corporation, conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

See Exhibit "A" attached hereto.

GRANTOR covenants with GRANTEE that GRANTOR:

(1) is lawfully seised of such real estate and that it is free from encumbrances, subject to the permitted exceptions listed on Exhibit "B" attached hereto and subject to real estate taxes and special assessments, except those levied or assessed subsequent to date hereof;

(2) has legal power and lawful authority to convey the same;

(3) warrants and will defend title to the real estate against the lawful claims of all persons claiming the same or any part thereof through, by or under Grantor.

This Deed is given pursuant to the Order Approving Sale of Real Property Free and Clear of All Interests pursuant to 11 U.S.C. Section 363, dated May 5, 2005, from the United States Bankruptcy Court for the Middle District of Pennsylvania, Case No. 1-04-bk-02817 (MDF), a certified copy of which order is attached hereto.

Executed AS OF MAY 27, 2005

NEW WORLD PASTA COMPANY, a Delaware corporation,
Debtor-in-Possession, formerly known as HERSHEY PASTA
MANUFACTURING COMPANY

By: Canfo

Its: SVP

Deed

47-15885

FEE 46.00 FB 01.60000

BKP 36.1512 COMP _____

2 DEL _____ SCAI _____ FY _____

16

STATE OF Pennsylvania)
COUNTY OF Dauphin) s.s.

The foregoing instrument was acknowledged before me on May 19, 2005
by Cary A. Metz, as Sen. Vice President of
New World Pasta Company, a Delaware corporation, Debtor-in-Possession, formerly
known as Hershey Pasta Manufacturing Company, for and on behalf of the company.

Susan E. Ritty
NOTARY PUBLIC

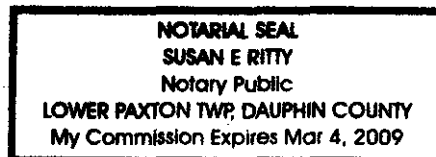


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: Lot 1, in HAWKINS ADDITION, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

PARCEL 2: That part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 36, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, described as follows:

Beginning at a point 33 feet North and 1,407.6 feet East of the Southwest corner of such Section 36; thence North, along a line parallel with the West line of such Section, a distance of 400.5 feet; thence East, along a line parallel with the South line of such Section, a distance of 500 feet; thence South, along a line parallel with the West line of such Section, a distance of 400.5 feet; thence West, along a line parallel with the South line of such Section, a distance of 500 feet, to the Point of Beginning.

PARCEL 3: A strip of land 2.0 feet wide situate in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 36, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, bounded and described as follows:

Commencing at the Southwest corner of that certain first described parcel of land which was heretofore conveyed by Union Pacific Railroad Company to Skinner Manufacturing Company by Warranty Deed dated March 7, 1961, which is a point 33.0 feet North and 1,407.6 feet East from the Southwest corner of said Section 36; thence North, along the West boundary line of said parcel heretofore conveyed, which is a straight line parallel with the West line of said Section 36, a distance of 400.5 feet, to the Northwest corner of said parcel heretofore conveyed, which is the true Point of Beginning of the strip of land hereby described; thence East, along the North boundary line of said first described parcel of land heretofore conveyed to Skinner Manufacturing Company, and along the extension of said North line, which is a straight line parallel with the South line of said Section 36, a distance of 500.0 feet; thence North, along a straight line parallel with the West line of said Section 36, a distance of 2.0 feet; thence West, along a straight line parallel with the South line of said Section 36, a distance of 500.0 feet; thence South, along a straight line parallel with the West line of said Section 36, a distance of 2.0 feet, to the true Point of Beginning.

EXHIBIT "B"
PERMITTED EXCEPTIONS

Covenants, conditions, restrictions and reservation of minerals and mineral rights contained in Warranty Deed dated March 7, 1961 and recorded April 4, 1961, in Book 1113 at page 235 of the Deed Records of Douglas County, Nebraska.

Notice of Claim to Mineral Interest dated July 20, 1992 and recorded August 27, 1992, in Book 1028 at Page 365 of the Miscellaneous Records of Douglas County, Nebraska, by Union Pacific Land Resources Corporation.

Covenants, conditions, restrictions and reservation of minerals and mineral rights contained in Warranty Deed dated January 9, 1962 and recorded January 29, 1962, in Book 1139 at page 95 of the Deed Records of Douglas County, Nebraska.

Notice of Claim to Mineral Interest dated October 10, 1969 and recorded October 21, 1969, in Book 482 at Page 261 of the Miscellaneous Records of Douglas County, Nebraska, by Union Pacific Railroad Company, a Utah corporation.

Notice of Claim to Mineral Interest dated July 20, 1992 and recorded August 27, 1992, in Book 1028 at Page 365 of the Miscellaneous Records of Douglas County, Nebraska, by Union Pacific Land Resources Corporation.

Right-of-Way Easement granted to Omaha Public Power District and Northwestern Bell Telephone Company by instrument dated August 15, 1975 and recorded October 29, 1975, in Book 557 at Page 90 of the Miscellaneous Records of Douglas County, Nebraska, to install, operate and maintain electric and telephone facilities over, upon, above, along, under, in and across a portion of subject property.

Covenants, conditions, restrictions and reservation of minerals and mineral rights contained in Warranty Deed dated January 27, 1966 and recorded January 3, 1979, in Book 1614 at page 569 of the Deed Records of Douglas County, Nebraska.

Notice of Claim to Mineral Interest dated July 20, 1992 and recorded August 27, 1992, in Book 1028 at Page 365 of the Miscellaneous Records of Douglas County, Nebraska, by Union Pacific Land Resources Corporation.

Terms, conditions, agreements and limitations contained in an unrecorded Industry Track Contract dated August 1, 1963, executed by and among Union Pacific Railroad Company, a Utah corporation, Building Real Estate Development Company, a Nebraska corporation, and General Electric Company, a New York corporation.

The interest of Building Real Estate Development Company under the above Contract was assigned to Hershey Foods Corporation, a Delaware corporation, by Assignment and by Assignment and Assumption Agreement both dated May 19, 1993.

Easements granted by the Plat and Dedication of Hawkins Addition recorded May 11, 1993, in Book 1950 at Page 194 of the Deed Records of Douglas County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting the front and East side boundary lot lines, and, a sixteen foot wide strip of land abutting the rear boundary lot line.

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

In re:

NEW WORLD PASTA COMPANY, PASTA
ACQUISITION CORP., THE PRINCE
COMPANY, INC., RONZONI FOODS
INTERNATIONAL CORPORATION, and
NWP DELAWARE, LLC,

Debtors-in-Possession

Chapter 11

Case No. 1-04-bk-02817 (MDF)

Jointly Administered

**ORDER APPROVING SALE OF REAL PROPERTY FREE AND CLEAR OF
ALL INTERESTS PURSUANT TO 11 U.S.C. § 363**

AND NOW, upon consideration of Debtors' Motion for Order Approving Sale of Real Property Free and Clear of Liens, Claims, and Other Interests (the "Sale Motion"),¹ adequate notice thereof having been given and the Court having conducted a hearing and considered any objections which have been filed and any competing bids which have been submitted,

THE COURT HEREBY FINDS AS FOLLOWS:

A. In the Sale Motion, the Debtors propose to convey that certain real property, improvements, and related real and personal property located at 6636-6848 F Street, Omaha, Douglas County, Nebraska 68117, consisting of approximately 8.591 acres of land improved with a manufacturing-warehouse industrial facility (together, the "Real Property").

B. Following notice of the Sale Motion, submission of any higher and better offers, and consideration of all competing offers at a hearing, the following is hereby determined to constitute the highest and best offer for the purchase of the Real Property:

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Sale Motion.

CERTIFIED FROM THE RECORD this 9th
day of May, 2005
Clerk, U.S. Bankruptcy Court
Per [Signature]
Deputy Clerk

Purchaser (the "Purchaser"): Molinos y Establecimientos Harineros Bruning S.A

Sale Price: \$4,000,000.00

C. The sale of the Real Property is in the best interests of the Debtors, their estates,

and their creditors, and satisfies the requirements for a sale pursuant to 11 U.S.C. § 363. The sale is supported by sound business justifications. The sale is necessary at this time and will result in greater distribution to unsecured creditors than any other course of action. No insiders of the Debtors will receive any benefit from or on account of the sale.

D. The purchase of the Real Property by the Purchaser constitutes a purchase in good faith for fair and reasonable value within the meaning of 11 U.S.C. § 363(m) and *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 142 (3d Cir. 1996). The Purchaser has agreed to purchase the Real Property as part of an arm's length transaction and without any improper incentives for the Debtors' management. The Purchaser has no connection to the Debtors other than the transaction approved herein, except as disclosed in the Sale Motion.

E. Good cause exists for such sale and approval, and the Debtors and the Purchaser have acted in good faith with respect to such sale.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. The Sale Motion is approved. The Debtors may convey the Real Property to the Purchaser for the consideration set forth above.

1. The transfer of the Real Property by the Debtors to the Purchaser pursuant to this Order is a legal, valid and effective transfer of the Real Property.

2. The transfer of the Real Property by the Debtors to the Purchaser pursuant to this Order vests the Purchaser with good title to the Real Property, including good and marketable

title to any and all leases and executory contracts assumed by the Debtors and assigned to the Purchaser, free and clear of all interests in such property.

3. The consideration received by the Debtors hereunder constitutes value, and is the highest and best offer received by the Debtors for the Real Property.

4. The Real Property shall be transferred to the Purchaser free and clear of all interests. Accordingly, the Purchaser shall not be liable for any claims against the Debtors unless expressly provided herein, and the transfer of the Real Property by the Debtors to the Purchaser does not and will not subject the Purchaser (or any of its affiliates) to any liability as a successor of the Debtors. The Court finds as an integral part of this Order that the Purchaser is not continuing the business of the Debtors and shall not be deemed to be continuing the Debtors' business for any purpose.

5. Pursuant to 11 U.S.C. §§ 363(f) and 105(a), the Real Property shall be conveyed free and clear of any and all interests, including all liens, claims, security interests, mortgages, pledges, charges, indentures, loan agreements, options, rights of first refusal, offsets, recoupments, rights of recovery, judgments, orders and decrees of any court or governmental entity, successor, product, environmental, tax and other liabilities and claims against the Debtors or their property, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, known or unknown and interests of any kind, including without limitation (a) state and local taxes on real estate and transfers thereof, of any kind or nature, (b) claims of secured creditors, and (c) claims of any other lien claimant unless expressly provided herein. Each state or local recorder's office or other state or local entity

charged with recording, docketing, or organizing the filing of any liens, claims, and security interests affecting the Real Property, whether against persons or real or personal property, is hereby authorized and directed to forthwith mark all liens, claims, and security interests satisfied and/or deem all liens, claims, and security interests terminated and to take any and all steps necessary or appropriate under local or state law or practice to accomplish the satisfaction and/or termination of the liens, claims, and security interests. Further, any party asserting a lien on the Real Property as of closing shall execute any documents reasonably required by Purchaser to evidence the satisfaction and termination of any such liens on the Real Property.

6. All valid and enforceable liens and interests in and against the Real Property for liabilities not assumed by the Purchaser shall attach to the proceeds of sale in order of priority, and shall follow the proceeds into the hands of the distributee as if the funds had not been distributed to the extent that the Court determines that the holder of such lien has priority over the rights of the person receiving distribution.

7. The Court shall retain jurisdiction with respect to any matter, issue, claim or controversy arising out of or resulting from the Sale Motion, this Order, the sale of the Real Property, or any of the transactions contemplated thereby or associated therewith, including any matter, issue, claim or controversy relating to the Purchaser's right to have received or receipt of the Property free and clear of any and all liens, claims, and security interests.

8. The sale of the Real Property pursuant to this Order represents a good faith transaction which shall be entitled to the protection afforded by 11 U.S.C. § 363(m) in the event of a reversal or modification on appeal of this Order.

9. The provisions of this Order are non-severable and mutually dependant.

11. The terms of this Order shall be binding upon the Debtors, their creditors, parties with any claims against the Debtors, and other parties in interest, and any successors of such parties, including any trustee or examiner appointed in this case or any subsequent or converted case of the Debtors under Chapter 7 or Chapter 11 of the Bankruptcy Code.

BY THE COURT,


Bankruptcy Judge

Date: May 5, 2005

This electronic order is signed and filed on the same date.