

CRAFT BREWERS ALLIANCE, INC.
Form SC 13D/A
March 28, 2011

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 9)*

Craft Brewers Alliance, Inc

(Name of Issuer)

Common Stock, par value \$0.005
(Title of Class of Securities)

757473 10 3
(CUSIP Number)

Thomas Larson

Anheuser-Busch Companies, Inc.

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One Busch Place

St. Louis, MO 63118-1852

Telephone: (314) 577-2000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 25, 2011

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. "

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page. The information required on the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 (Act) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 757473 10 3

1. Names of Reporting Persons.

Anheuser-Busch Companies, Inc.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) (b)

3. SEC Use Only

4. Source of Funds (See Instructions)

WC

5. Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

Delaware

Number of 7. Sole Voting Power

Shares

Beneficially 6,069,047 *

Owned by 8. Shared Voting Power

Each

Reporting - 0 -

9. Sole Dispositive Power

Person

With

6,069,047 *
10. Shared Dispositive Power

- 0

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* Shares are subject to contractual restrictions on transfer. See Item 4

11. Aggregate Amount Beneficially Owned by Each Reporting Person

6,069,047

12. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) "

13. Percent of Class Represented by Amount in Row (11)

32.5%

14. Type of Reporting Person (See Instructions)

CO

CUSIP No. 757473 10 3

Pursuant to Rule 13d-2(a) under the Securities Exchange Act of 1934, this Amendment No. 9 amends the Schedule 13D dated August 22, 1995, amended by Amendment No. 1 dated May 19, 2004, Amendment No. 2 dated June 30, 2004, Amendment No. 3 dated September 13, 2005, Amendment No. 4 dated January 3, 2007, Amendment No. 5 dated November 13, 2007, Amendment No. 6 dated June 20, 2008, Amendment No. 7 dated August 12, 2010 and Amendment No. 8 dated December 3, 2010. Unless indicated otherwise, all items left blank remain unchanged and any items that are reported are deemed to amend and supplement, rather than supersede, the existing items in the Schedule 13D (as previously amended). All defined terms shall have the same meaning as previously ascribed to them in the Schedule 13D (as previously amended), unless otherwise noted.

Item 1. Security and Issuer.

Item 2. Identity and Background.

Item 3. Source and Amount of Funds or Other Consideration.

Item 4. Purpose of Transaction.

On March 27, 2011, Anheuser-Busch, Incorporated (**ABI**), a subsidiary of Anheuser-Busch Companies, Inc., and Craft Brewers Alliance, Inc. (**CBA**) entered into a binding term sheet by which **ABI** will purchase the 42% interest in Fulton Street Brewery, LLC (**FSB**) owned by **CBA** (the **CBA Interest**) for a purchase price of \$16,300,000 in cash, reductions in the distribution fees to be paid by **CBA** to **ABI** under the existing distribution arrangements between the parties, amendments to the minority rights held by **ABI** and additional commercial considerations described below. **FSB** is a Chicago-based brewer of malt beverage products under the **Goose Island** brand.

ABI had previously entered into an equity purchase agreement (the **GHI Proposal**) with **Goose Holdings, Inc.** (**GHI**) to purchase **GHI** 's 58% interest (the **GHI Interest**) in **FSB** for a purchase price of \$22,500,000. Pursuant to the **FSB** operating agreement between **GHI** and **CBA**, **GHI** notified **CBA** that **CBA** was required either (i) to match the **GHI Proposal** on the same terms provided in the equity purchase agreement or (ii) to sell the **CBA Interest** in **FSB** to **ABI** for a purchase price of \$16,300,000 (being 42% of the aggregate price that would be paid by **ABI** for all of **FSB**). The **GHI Proposal** conditioned the obligations of each of **GHI** and **ABI** to consummate the transaction on **CBA** 's agreement to sell the **CBA Interest** to **ABI**. Although the exchange and recapitalization agreement between **ABI** and **CBA** (**Exchange and Recapitalization Agreement**) prohibited **CBA** from acquiring the **GHI Interest** without the consent of **ABI** or the waiver by **ABI** of certain provisions of that agreement, **ABI** advised **CBA** on March 25, 2011 that should the **CBA** board of directors determine to purchase the **GHI Interest**, **ABI** would provide the necessary waiver.

CBA had initially indicated to **ABI** its intention to exercise its right to match the **GHI Proposal** and purchase the **GHI Interest**. On March 25, 2011, **ABI** made an oral proposal to **CBA** 's representatives for **CBA** to sell its **CBA Interest** to **ABI**, which was formalized in a letter dated March 27, 2011. **ABI** also described its concerns regarding execution, leverage and other risks relating to **CBA** 's potential exercise of its match rights. On March 25, as detailed in the letter, **ABI** offered to (i) pay **CBA** \$14,700,000 in cash for its agreement to sell the **CBA Interest** (in addition to the \$16,300,000 provided by the equity purchase agreement), (ii) provide enhanced assistance to **CBA** in marketing its products to retailers and (iii) permit **CBA** to refrain from using **ABI** as a master distributor for products subsequently acquired by **CBA**. Following receipt of the **ABI** letter on March 27, 2011, after a meeting of its Board of Directors (the **CBA Board**) at which the director designated by **ABI** did not participate, the **CBA Board** authorized **CBA** 's chief executive officer to negotiate and approve a transaction with **ABI** on the terms specified by the **CBA Board**. During those negotiations, the chief executive officer informed **ABI** that **CBA** valued ongoing reductions in the distribution fees currently paid by **CBA** to **ABI** more than the \$14,700,000 additional cash offered by **ABI**. On March 28, 2011, **ABI** and **CBA** executed a term sheet by which **CBA** agreed to join the equity purchase agreement and sell the **CBA Interest** to **ABI** pursuant to its terms and **ABI** agreed to (a) reduce the distribution fees payable by **CBA** to **ABI** during the current term of the distribution agreement between **ABI** and **CBA** to no more than 25 cents per case, (b) reduce the distribution fees during any renewal term of the distribution agreement to no more than 75 cents per case, (c) the concessions described in (ii) and (iii) above, (d) amendments to the **Exchange and Recapitalization Agreement** increasing the threshold for **CBA** acquisitions that do not require **ABI** 's consent to \$30,000,000, increasing the threshold for **CBA** divestitures that do not require **ABI** 's consent to \$30,000,000 and eliminating **ABI** 's right to require **CBA** to consider change of control transactions under specified circumstances and (e) pay to **CBA** \$150,000 in respect of **CBA** 's transaction costs (in addition to the \$16,300,000 prescribed in the equity purchase agreement).

CBA and **ABI** expect to complete the documentation implementing the term sheet shortly.

ABI 's purchase of **FSB** is subject to customary closing conditions, including obtaining required regulatory approvals. **ABI** expects to close the transaction in the second quarter of 2011.

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A copy of the equity purchase agreement between ABI and GHI is attached as exhibit 99.1 to this amendment and a copy of the term sheet between ABI and CBA is attached as exhibit 99.2 to this amendment.

Page 3 of 6

Item 5. Interest in Securities of the Issuer.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1 Equity Purchase Agreement between Anheuser-Busch, Incorporated and Goose Holdings, Inc.

Exhibit 99.2 Term sheet between Anheuser-Busch, Incorporated and Craft Brewers Alliance, Inc.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: March 28, 2011

ANHEUSER-BUSCH COMPANIES, INC.

By: /s/ Thomas Larson

Name: Thomas Larson

Title: Assistant Secretary

Page 5 of 6

Exhibit Index

Item 7. Material to be filed as Exhibits

Exhibit 99.1 Equity Purchase Agreement between Anheuser-Busch, Incorporated and Goose Holdings, Inc.

Exhibit 99.2 Term sheet between Anheuser-Busch, Incorporated and Craft Brewers Alliance, Inc.

Page 6 of 6