

Peach State Fire, Inc.
Peerless Manufacturing
Pellegrino, Donna
Penn Tool
Pension Benefit Guaranty Corporation
Pentagon Freight Services, Inc.
Perdido Creek, Inc.
Perimeter Office Products
Peterson, John F.
Petro Miljo AB
PHS Industries, Inc.
Pierce, John D
Pitney Bowes Global Financial Services LLC
Pitney Bowes Inc.
Pittman, George E
Power Consulting Engineers, LLC
PPC Industries
Praxair Distribution, Inc
Principal Financial Group
Procon Engineering, LTD
Profitool, Inc.
ProTech Inspections, Inc
Pruce Newman Pipework Ltd.
Pruett, Beverly
Purchase Power
R W McNair, Inc.
Radical Support
Rainham Industrial Service Ltd.
Reaction Engineering Interna
Red Ball Oxygen - LA
Reno Construction Co LLC
Reno Refractories, Inc.
Rentalservice Corp.
Republic Servicés
RF Gansereit & Associates, I
Rice Lake Construction Group
Ridge Land Planning
Rio Grande Valley Sugar Growers
Robert V. Seibel
Rosemount Analytical, Inc.
Rosemount Inc.

Rotary Club Atlanta
Ryder Truck Rental, Inc.
S&ME, Inc.
S.M.K. Machine & Fabrication
Sago Networks Corporation
Salary Payroll Direct Deposit
Sandmann, John D.
Sandy's Industrial Glass of Georgia
Sara Lee Coffee & Tea USA
SC McBurney BioEnergy SRL
SCANA Energy
SeayCo Integrators, Inc.
Seibel, Robert V.
Sheppard, James D
Shook & Fletcher Insulation Co.
Siemens Industrial Turbomachinery, Inc.
Sierra Pacific Industries
Simco Technologies
Sir Speedy
Softchoice Corporation
South Carolina Department of Revenue
South Carolina Employment Services
Southeastern Freight Lines
Southeastern Hose, Inc.
Southern Environmental, Inc.
Spirax Sarco
Standard Office System
Stat Pads, LLC
State of New Jersey Department of Treasury
Steel Deals, Inc.
Stephen H. Burand, P.E.
Still, Mary F.
Sunbelt Fabricators, Inc.
Sunbelt Rentals
SunTrust Bank - MCB 401K Plan
SVN Gwinnett Park, LLC
Swerdlin & Company
T & G Controls, Inc.
T&L Sugars Ltd.
Tate & Lyle Sugars Europe
Tate and Lyle Industries Limited

Tate-Jones, Inc.
TBF Financial LLC
Tech Standards & Safety Auth
Telogia Power LLC
Tennessee Department of Revenue
Tennessee Treasurer of State
Testo, Inc.
The Bigelow Company, Inc.
The McBurney Corporation of California
The Working Forest Newspaper
Thomas Industrial Network
Thomas Publishing Co., LLC
Thomasnet.Com
Tidwell, Ellis R
TMF Romania
Tol-Co, Inc.
Tool Smith Company Inc
Trans Dynamics, Inc.
Trenergy
Truck Pro
Turner Bros. Crane & Rigging, LLC
Twin City Clarage Inc.
Uline-Duluth
United Airlines
United Parcel Service
United Rentals Southeast, LP
United States Sugar Corporation
United States Treasury-UT
Universal Limited, Inc.
UPS Supply Chain Solutions, Inc.
US Bancorp Equipment Finance, Inc.
Vanran Communication Services.
Vistage Worldwide, Inc.
Wallace, Raymond M
WebEx*WebEx.Com
Wechsler Engineering & Consulting, Inc.
Wells Fargo Insurance Services
Wells Fargo Insurance Services
WennSoft, Inc
West Point Industries
West Virginia Dept of Tax

West Virginia Secretary of State
Western Logistics Express, LLC
Wet Systems
Weyerhaeuser Company
William W Meyer & Son, Inc.
Windstream Arkansas, Inc.
Winemiller, Timothy J
WLX, LLC
WPS Business Products
Wright Engineering
YRC

EXHIBIT D

Four-Year Projections

Exhibit 2

Form of Notice of Non-Voting Status

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re)
) Chapter 11
)
THE McBURNEY CORPORATION,)
) Case No. 11-70684-jrs
)
Debtor.)
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**NOTICE OF NON-VOTING STATUS FOR THE PLAN OF REORGANIZATION FOR
HOLDERS OF ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS AND CLAIMS
IN CLASSES A AND B, AND ALL PARTIES TO EXECUTORY CONTRACTS AND
UNEXPIRED LEASES WHO DO NOT HOLD FILED OR SCHEDULED CLAIMS**

PLEASE TAKE NOTICE THAT:

1. On May 2, 2012, the debtor and debtor in possession, The McBurney Corporation (the “Debtor”) filed its *Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* (as at any time amended, the “Plan”) [Doc. No.214] under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). On May __, 2012, the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Bankruptcy Court”) approved the *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* (the “Disclosure Statement”) submitted by the Debtor as containing adequate information within the meaning of Section 1125 of the Bankruptcy Code [Doc. No. __]. All capitalized terms used in this Notice, unless otherwise defined herein, shall have the meaning ascribed to them in the Plan.

2. **IF YOU HOLD AN ADMINISTRATIVE CLAIM**, the Plan provides as follows: “Any Person who asserts an Administrative Claim that arises before the Confirmation Date, excluding Claims of Debtor Professionals for the payment of Debtor Professional Compensation and Claims described in Sections 3.2 or 3.3 of this Plan, shall, on or before the Administrative Claims Bar Date, file an application with the Bankruptcy Court for allowance of such Claim as an Administrative Claim (specifying the amount of and basis for such Claim) and serve such application on counsel for the Debtor and the United States Trustee; provided, however, that Persons who have filed an application with the Bankruptcy Court before the Administrative Claims Bar Date need not file a new application. Failure to file a timely application for allowance pursuant to this Section shall bar a claimant from seeking recovery on such Administrative Claim. The Debtor shall have sixty (60) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the Administrative Claims Bar Date to review and object to any Administrative Claim. An Administrative Claim that is allowed under applicable provisions of the Bankruptcy Code shall be Paid in Full in the form of a Cash

payment on the thirtieth (30th) day following the later to occur of the Effective Date or entry of a Final Order by the Bankruptcy Court allowing the Administrative Claim, unless the Holder agrees in writing with the Debtor to a different and less favorable treatment of such Administrative Claim. Notwithstanding the foregoing, the Debtor shall have the right to satisfy any Administrative Claim that arises from obligations incurred by the Debtor in the ordinary course of business from the Petition Date through the Confirmation Date, and that the Debtor does not dispute, by payment or performance in accordance with the agreement giving rise to such Claim or with applicable law.” AS A HOLDER OF AN UNIMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO HAVE ACCEPTED THE PLAN PURSUANT TO SECTION 1126(f) OF THE BANKRUPTCY CODE AND ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

3. **IF YOU HOLD A PRIORITY TAX CLAIM**, the Plan provides as follows: “Each Holder of a Priority Tax Claim that is an Allowed Claim shall receive, in full satisfaction of such Claim, Cash in the amount of such Claim on the thirtieth (30th) day after the later to occur of the Effective Date or the date on which such Priority Tax Claim becomes an Allowed Claim by Final Order of the Bankruptcy Court, unless the Holder of such Priority Tax Claim agrees in writing to a different and less favorable treatment of such Priority Tax Claim.” AS A HOLDER OF AN UNIMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO HAVE ACCEPTED THE PLAN PURSUANT TO SECTION 1126(f) OF THE BANKRUPTCY CODE AND ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

4. **IF YOU HOLD A CLASS A PRIORITY NON-TAX CLAIM**, the Plan provides as follows: “Unless the Holder of such Claim agrees in writing with the Debtor to different treatment, each Holder of an Allowed Claim in Class A shall receive, on account of such Claim and in full satisfaction thereof, Cash on the Initial Distribution Date in the allowed amount of such Claim.” AS A HOLDER OF AN UNIMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO HAVE ACCEPTED THE PLAN PURSUANT TO SECTION 1126(f) OF THE BANKRUPTCY CODE AND ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

5. **IF YOU HOLD A CLASS B (SECURED CLAIM)**, the Plan provides as follows: “Unless the Holder of such Claim agrees in writing with the Debtor to different treatment, each Holder of an Allowed Claim in Class B shall receive, on account of such Claim and in full satisfaction thereof, either (at the Debtor’s option) (a) abandonment from the Estate of the collateral securing such Claim or (b) Cash in the allowed amount of such Claim (including any interest on such Claim that the Bankruptcy Court determines is required to be paid to such Holder pursuant to Section 506(b) of the Bankruptcy Code) until such Claim B is Paid in Full. Distributions on account of a Claim in Class B shall be made on the later to occur of (a) the Initial Distribution Date or (b) thirty (30) days after the date on which such Claim becomes an Allowed Claim.” AS A HOLDER OF AN UNIMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO HAVE ACCEPTED THE PLAN PURSUANT TO SECTION 1126(f) OF THE BANKRUPTCY CODE AND ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

6. **IF YOU ARE A MEMBER OF CLASS G (EQUITY INTERESTS)**, the Plan Provides as follows: “Holders of Equity Interests in Class G shall not receive or retain any property on account of such Equity Interests under this Plan. On the Effective Date, all Equity

Interests in Class G shall be deemed canceled and shall have no further legal force or effect. Accordingly, Class G is deemed not to have accepted this Plan, and the Debtor will not solicit ballots from the Holders of Equity Interests in Class G, provided that, as set forth below, the Holders of Equity Interests in Class G shall be entitled to bid on the new common, voting equity interests of the Reorganized Debtor." AS A HOLDER OF AN IMPAIRED CLAIM UNDER THE PLAN, YOU ARE DEEMED TO HAVE REJECTED THE PLAN PURSUANT TO SECTION 1126(G) OF THE BANKRUPTCY CODE AND ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

7. IF YOU ARE A PARTY TO AN EXECUTORY CONTRACT OR AN UNEXPIRED LEASE WHO DOES NOT HOLD A FILED OR SCHEDULED CLAIM, the Plan provides as follows: "Except as otherwise provided herein, or in any contract, instrument, release, indenture or other agreement or document entered into in connection herewith, as of the Effective Date, the Reorganized Debtor shall be deemed to have assumed each executory contract and unexpired lease to which it is a party, unless such contract or lease (i) was assumed or rejected by the Debtor prior to the Effective Date, (ii) expired or terminated pursuant to its own terms prior to the Effective Date, or (iii) is identified in a schedule of executory contracts or unexpired leases to be rejected, which schedule will be filed no later than one (1) Business Day before the Confirmation Hearing. The Debtor reserves the right to change the election with respect to the acceptance or rejection of any executory contract or unexpired lease at any time prior to the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court under Section 365 and 1123 of the Bankruptcy Code approving the contract and lease assumptions or rejections described above, as of the Effective Date."

8. The Debtor will not provide you with copies of the Disclosure Statement and/or the Plan. You may obtain copies of these documents by requesting, in writing, to receive copies of these documents. If you wish to receive copies of the Disclosure Statement and/or the Plan, then please direct your written request to: Parker, Hudson, Rainer & Dobbs LLP, 1500 Marquis Two Tower, 285 Peachtree Center Avenue, N.E. Atlanta, Georgia 30303, Attention: Tyronia M. Smith; Email: tmsmith@phrd.com. If, notwithstanding this Notice of Non-Voting Status, you believe that you may have a claim against or an equity interest in the Debtor which entitles you to vote on the Plan, you should immediately request copies of the Disclosure Statement, the Plan and a ballot.

Dated: May _____, 2012.

PARKER, HUDSON, RAINER & DOBBS LLP
Counsel for The McBurney Corporation

By: /s/ Tyronia M. Smith
C. Edward Dobbs (Georgia Bar No. 223450)
James S. Rankin, Jr. (Georgia Bar No. 594620)
Tyronia M. Smith (Georgia Bar No. 141320)

1500 Marquis Two Tower
285 Peachtree Center Avenue NE
Atlanta, Georgia 30303
Telephone No.: (404) 523-5300
Telecopier No.: (404) 522-8409

Exhibit 3

Form of Debtor Cover Letter

The McBurney Corporation
Case No. 11-70684-jrs

May ___, 2012

To Whom It May Concern:

As you may know, on July 15, 2011, The McBurney Corporation (the "Debtor") filed for bankruptcy protection with the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court"), styled as In re The McBurney Corporation, Case No. 11-70684-jrs (the "Bankruptcy Case"). On May 2, 2012, the Debtor filed its proposed *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* (as at any time amended, the "Disclosure Statement"), together with its proposed *Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* (as at any time amended, the "Plan"). The Bankruptcy Court approved the Disclosure Statement by Order entered on May ___, 2012 (the "Approval Order").

You have received this letter and the enclosed documents because you are entitled to vote on the Plan. The enclosed documents constitute the "Solicitation Package," which, in addition to this letter, consists of the following:

- (i) notice of the confirmation hearing on confirmation of the Plan and related matters, setting forth the time fixed for filing acceptances and rejections to the Plan, the time fixed for filing objections to confirmation of the Plan, and the date and time of the confirmation hearing;
- (ii) a copy of the Disclosure Statement (with all exhibits, including the Plan);
- (iii) a Ballot (with instructions); and
- (iv) the Approval Order (without the exhibits).

In the Approval Order, the Bankruptcy Court authorized the Debtor to send each of the enclosed documents to you and to solicit your vote to accept the Plan. You should review each of these documents carefully.

The Debtor believes that the proposed Plan provides the best recovery for creditors as a whole and is in the best interests of the Debtor's bankruptcy estate and its creditors. The Debtor believes that alternatives to the Plan would involve significant risk, delay, uncertainty, and additional administrative costs. Therefore, **the Debtor urges you to vote in favor of the Plan.** To do this, you must return the enclosed Ballot by the deadline specified in the Ballot instructions. Please make sure to fully and accurately complete the Ballot and sign your name where indicated. To be counted, the Ballot must be received at the location and by the Voting Deadline indicated on your Ballot. Your vote to accept the Plan is crucial, no matter how large or small your claim may be.

While the Debtor believes that confirmation of the Plan is in the best interests of all creditors, and urges you to vote to accept the Plan, you must make your own independent determination as to whether the Plan is acceptable and should consult with your own legal and/or financial advisor(s).

If you have any questions regarding voting procedures or otherwise, you may contact the undersigned at (770) 925-7100 or Tyronia Smith of Parker, Hudson, Rainer & Dobbs LLP, the Debtor's bankruptcy counsel, at (404) 880-4769 or tmsmith@phrd.com.

Very truly yours,

The McBurney Corporation

Franklin Blakeslee McBurney
President

Exhibit 4

Form of Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re)	Chapter 11
)	
THE McBURNEY CORPORATION,)	Case No. 11-70684-jrs
)	
Debtor.)	
)	
)	
)	
)	

**NOTICE OF HEARING TO CONSIDER CONFIRMATION
OF CHAPTER 11 PLAN OF REORGANIZATION**

TO: ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR, THE
McBURNEY CORPORATION

PLEASE TAKE NOTICE that pursuant to an Order dated May __, 2012 (the "Approval Order"), the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court"), approved the *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* dated May 2, 2012 (as at any time amended, the "Disclosure Statement"), pursuant to Section 1125 of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") for The McBurney Corporation, as debtor and debtor-in-possession (the "Debtor") in the above-captioned case. The Bankruptcy Court authorized the Debtor to solicit votes with regard to acceptance or rejection of the *Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* dated April 25, 2012 (as at any time amended, the "Plan").

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan on June 14, 2012, at 10:00 a.m. (prevailing Eastern time), in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, in Courtroom 1404 of the United States Courthouse, 75 Spring Street, Atlanta, Georgia 30303 (the "Confirmation Hearing").

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has directed that objections to confirmation of the Plan, if any, must be in writing, state the name and address of the objecting party and the nature of the claim or equity interest asserted by such party, state with particularity the basis and nature of each objection and the specific ground for each objection, and be filed, together with proof of service, with the Bankruptcy Court and served so that any such objection is received no later than 4:00 p.m. (prevailing Eastern time) on June 7, 2012 (the "Objection Deadline"), by (a) the Bankruptcy Court, (b) Tyronia M. Smith, Esq.,

Parker, Hudson, Rainer & Dobbs LLP, 1500 Marquis Two Tower, 285 Peachtree Center Avenue N.E., Atlanta, Georgia 30303, counsel to the Debtor, and (c) United States Trustee, 362 Richard B. Russell Building, 75 Spring Street, Atlanta, Georgia 30303, Attention: David Wiedenbaum, Esq. The address of the Bankruptcy Court for filing objections is: Clerk of U.S. Bankruptcy Court, Northern District of Georgia, 75 Spring Street, Atlanta, Georgia 30303.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than an announcement in the Bankruptcy Court of such adjournment on the date scheduled for the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE that upon entry of the Approval Order, the Bankruptcy Court approved certain vote solicitation and tabulation procedures (the "Voting Procedures") that govern the voting process with respect to the Plan.

PLEASE TAKE FURTHER NOTICE that in the Approval Order the Bankruptcy Court has established a deadline by which all persons and entities entitled to vote on the Plan must submit their ballots for their votes to be counted. This deadline and the address to which each ballot must be sent are set forth in each ballot. Each ballot contains instructions for completing and submitting the ballot in accordance with the Voting Procedures, and these instructions should be read carefully. Failure to comply with the Voting Procedures may mean that a ballot will not be counted.

PLEASE TAKE FURTHER NOTICE that electronic copies of the Disclosure Statement, the Plan and the Approval Order may be obtained at no charge by contacting Tyronia M. Smith, one of the attorneys for the Debtor, at (404) 880-4769 or tmsmith@phrd.com.

Dated: May __, 2012.

PARKER HUDSON RAINER & DOBBS LLP
Tyronia M. Smith, Esq.
285 Peachtree Center Avenue
Suite 1500
Atlanta, Georgia 30303
(404) 523-5300

Attorneys for the Debtor The McBurney
Corporation

Exhibit 5 - 1

Form of Ballot for Class C

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re)	Chapter 11
)	
THE McBURNEY CORPORATION,)	Case No. 11-70684-jrs
)	
Debtor.)	
)	
)	
)	
)	

**BALLOT FOR ACCEPTING OR REJECTING DEBTOR'S
CHAPTER 11 PLAN OF REORGANIZATION**

CLASS C – PBGC CLAIMS

The McBurney Corporation, as debtor and debtor in possession herein (the "Debtor"), is soliciting votes with respect to the *Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* (as at any time amended, the "Plan") [Doc. No. 214] under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") from the holders of certain impaired claims in its Chapter 11 bankruptcy case. If you have any questions after reviewing the attached instructions on how properly to complete this document, please call Garden City Group at (800) 327-3664.

THIS DOCUMENT IS INTENDED TO BE USED BY HOLDERS OF CLAIMS IN CLASS C (PBGC CLAIMS) TO VOTE TO ACCEPT OR REJECT THE PLAN. YOU SHOULD REVIEW THE ATTACHED INSTRUCTIONS CAREFULLY BEFORE DECIDING HOW TO VOTE YOUR CLASS C CLAIM.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE PROPERLY COMPLETED, SIGNED AND RETURNED SO THAT IT IS RECEIVED AT GCG, INC., ATTN: THE McBURNEY CORPORATION BALLOT PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017, BY 4:00 P.M., EASTERN TIME, ON JUNE 7, 2012 (THE "VOTING DEADLINE"), UNLESS SUCH TIME IS EXTENDED BY THE DEBTOR.

IF THE COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU VOTE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION OTHER THAN THE INFORMATION

THAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

Your rights are described in the *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation*, dated May 2, 2012 (the "Disclosure Statement"). The Plan and Disclosure Statement are included in the mailing that you are receiving with this Ballot. You should carefully review the Plan and Disclosure Statement before you vote, and you may wish to seek legal advice concerning the Plan and its classification and treatment of your claim.

This Ballot does not constitute and shall not be deemed to be a proof of claim or interest or an assertion or admission with respect to any claim or interest.

Your Ballot will not be counted in determining the acceptance or rejection of the Plan if (i) it is illegible or contains insufficient information to permit your identification; (ii) your Ballot is unsigned; (iii) your Ballot is not marked to accept or reject the Plan, or is marked both to accept and reject the Plan; and/or (iv) you do not hold a claim or interest against the Debtor that is in Class C.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claim.

For purposes of voting to accept or reject the Plan, please insert the amount of the claim you believe you hold in the following space: \$ _____.

Item 2. Vote on the Plan.

The undersigned holder of a claim in Class C (PBGC Claim) in the amount set forth in Item 1 above hereby votes to:

Check one box:

Accept the Plan

Reject the Plan

Item 3. Certification.

By signing this Ballot, the undersigned certifies that (i) the undersigned has been provided with a copy of the Plan and Disclosure Statement; (ii) the undersigned is the holder of a claim in Class C (PBGC Claim); (iii) the undersigned has not relied on any statement made or other information received from any person with respect to the Plan other than the information that is publicly available or contained in the Disclosure Statement; (iv) the undersigned is eligible for treatment as the holder of a claim in Class C (PBGC Claim) set forth in Item 1 of this Ballot for the purpose of voting on the Plan; and (v) any person signing below as agent for the undersigned has full power and authority to vote to accept or reject the Plan on behalf of the undersigned.

Item 4. Address of Claimant.

Unless you notify the Debtor of a corrected or different address, any payment made to you pursuant to the Plan as confirmed by the Bankruptcy Court will be sent to the same address to which the Debtor sent this Ballot. If that address is incorrect, please print or type the correct address in the spaces provided below:

Name of Claimant: _____
(Print or Type)

Signature of Claimant: _____

Date Completed: _____

If above signature is on behalf of claimant by an authorized agent (e.g., president, partner, executor, attorney-in fact, managing member), complete the following:

Name of Agent: _____

Title of Agent: _____

Address of Agent:

Agent's Phone No.: _____

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re

THE McBURNEY CORPORATION,

Debtor.

)
)
)
)
)
)
)
)

Chapter 11

Case No. 11-70684-jrs

INSTRUCTIONS FOR COMPLETING THE BALLOT

1. This attached Ballot for Accepting or Rejecting Debtor’s Chapter 11 Plan of Reorganization (the “Ballot”) is submitted to you for the purpose of enabling you to cast your vote to accept or reject the *Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation*, dated May 2, 2012 (the “Plan”), which is described in the *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation*, dated May 2, 2012 (the “Disclosure Statement”). All capitalized terms used but not defined herein or in the Ballot have the meanings ascribed in the Plan or the Disclosure Statement. PLEASE READ THE PLAN, THE DISCLOSURE STATEMENT, AND THESE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BALLOT.

2. As for voting on the Plan by holders of claims in Class C (PBGC Claims), the Plan will be accepted by Class C if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in Class C voting on the Plan. In the event that Class C rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan accords fair and equitable treatment to the Class or Classes rejecting it and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of interests in, and any and all holders of Claims against, the Debtor (including those who abstain or reject the Plan or are not entitled to vote), will be bound by the confirmed Plan.

3. To have your vote counted, you must complete, sign and return this Ballot to the Voting Agent by 4:00 p.m. (Eastern Time) on June 7, 2012, unless such time is extended in the sole discretion of the Debtor (the “Voting Deadline”). Deliveries of Ballots by mail, overnight courier or hand delivery should be sent to the address of the Voting Agent specified below. Ballots WILL NOT be accepted by telecopy or facsimile transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

- (a) make sure that the information required in Item 1 is correct;
- (b) in Item 2, mark the Ballot to cast a vote to accept or reject the Plan by checking the appropriate box, **but not both**;
- (c) if you are completing this Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
- (d) please use additional sheets of paper if additional space is required to respond to any item on the Ballot (clearly marked to indicate the applicable item of the Ballot);
- (e) sign and date your Ballot; and
- (f) if you submit more than one Ballot voting the same Claim prior to the Voting Deadline, then the last timely filed Ballot shall be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT THE FOLLOWING ADDRESS AND TELEPHONE NUMBER:

GCG, Inc.
Attn: The McBurney Corporation Ballot Processing
5151 Blazer Parkway, Suite A
Dublin, OH 43017
Telephone No.: (800) 327-3664

THE BALLOT SHALL NOT CONSTITUTE OR BE DEEMED A PROOF OF CLAIM OR PROOF OF EQUITY INTEREST.

EXHIBIT 5 - 2

Form of Ballot for Class D

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re)
)
THE McBURNEY CORPORATION,)
)
 Debtor.)
)
)
)
)
)

Chapter 11
Case No. 11-70684-jrs

**BALLOT FOR ACCEPTING OR REJECTING DEBTOR'S
CHAPTER 11 PLAN OF REORGANIZATION**

CLASS D – CONVENIENCE CLAIMS

The McBurney Corporation, as debtor and debtor in possession herein (the "Debtor"), is soliciting votes with respect to the *Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* (as at any time amended, the "Plan") [Doc. No. 214] under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") from the holders of certain impaired claims in its Chapter 11 bankruptcy case. If you have any questions after reviewing the attached instructions on how properly to complete this document, please call Garden City Group at (800) 327-3664.

THIS DOCUMENT IS INTENDED TO BE USED BY HOLDERS OF CLAIMS IN CLASS D (CONVENIENCE CLAIMS) TO VOTE TO ACCEPT OR REJECT THE PLAN. YOU SHOULD REVIEW THE ATTACHED INSTRUCTIONS CAREFULLY BEFORE DECIDING HOW TO VOTE YOUR CLASS D CLAIM.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE PROPERLY COMPLETED, SIGNED AND RETURNED SO THAT IT IS RECEIVED AT GCG, INC., ATTN: THE McBURNEY CORPORATION BALLOT PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017, BY 4:00 P.M., EASTERN TIME, ON JUNE 7, 2012 (THE "VOTING DEADLINE"), UNLESS SUCH TIME IS EXTENDED BY THE DEBTOR.

IF THE COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU VOTE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR

ADVICE, OR TO MAKE ANY REPRESENTATION OTHER THAN THE INFORMATION THAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

Your rights are described in the *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation*, dated May 2, 2012 (the "Disclosure Statement"). The Plan and Disclosure Statement are included in the mailing that you are receiving with this Ballot. You should carefully review the Plan and Disclosure Statement before you vote, and you may wish to seek legal advice concerning the Plan and its classification and treatment of your claim.

This Ballot does not constitute and shall not be deemed to be a proof of claim or interest or an assertion or admission with respect to any claim or interest.

Your Ballot will not be counted in determining the acceptance or rejection of the Plan if (i) it is illegible or contains insufficient information to permit your identification; (ii) your Ballot is unsigned; (iii) your Ballot is not marked to accept or reject the Plan, or is marked both to accept and reject the Plan; and/or (iv) you do not hold a claim or interest against the Debtor that is in Class D.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claim.

For purposes of voting to accept or reject the Plan, please insert the amount of the claim you believe you hold in the following space: \$_____.

Item 2. Vote on the Plan.

The undersigned holder of a claim in Class D (Convenience Claim) in the amount set forth in Item 1 above hereby votes to:

Check one box:

Accept the Plan

Reject the Plan

Item 3. Certification.

By signing this Ballot, the undersigned certifies that (i) the undersigned has been provided with a copy of the Plan and Disclosure Statement; (ii) the undersigned is the holder of a claim in Class D (Convenience Claim); (iii) the undersigned has not relied on any statement made or other information received from any person with respect to the Plan other than the information that is publicly available or contained in the Disclosure Statement; (iv) the undersigned is eligible for treatment as the holder of a claim in Class D (Convenience Claim) set forth in Item 1 of this Ballot for the purpose of voting on the Plan; and (v) any person signing below as agent for the

undersigned has full power and authority to vote to accept or reject the Plan on behalf of the undersigned.

Item 4. Address of Claimant.

Unless you notify the Debtor of a corrected or different address, any payment made to you pursuant to the Plan as confirmed by the Bankruptcy Court will be sent to the same address to which the Debtor sent this Ballot. If that address is incorrect, please print or type the correct address in the spaces provided below:

Name of Claimant: _____
(Print or Type)

Signature of Claimant: _____

Date Completed: _____

If above signature is on behalf of claimant by an authorized agent (e.g., president, partner, executor, attorney-in fact, managing member), complete the following:

Name of Agent: _____

Title of Agent: _____

Address of Agent:

Agent's Phone No.: _____

- (a) make sure that the information required in Item 1 is correct;
- (b) in Item 2, mark the Ballot to cast a vote to accept or reject the Plan by checking the appropriate box, **but not both**;
- (c) if you are completing this Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
- (d) please use additional sheets of paper if additional space is required to respond to any item on the Ballot (clearly marked to indicate the applicable item of the Ballot);
- (e) sign and date your Ballot; and
- (f) if you submit more than one Ballot voting the same Claim prior to the Voting Deadline, then the last timely filed Ballot shall be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT THE FOLLOWING ADDRESS AND TELEPHONE NUMBER:

GCG, Inc.
Attn: The McBurney Corporation Ballot Processing
5151 Blazer Parkway, Suite A
Dublin, OH 43017
Telephone No.: (800) 327-3664

THE BALLOT SHALL NOT CONSTITUTE OR BE DEEMED A PROOF OF CLAIM OR PROOF OF EQUITY INTEREST.

Exhibit 5-3

Form of Ballot for Class E

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION OTHER THAN THE INFORMATION THAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

Your rights are described in the *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation*, dated May 2, 2012 (the "Disclosure Statement"). The Plan and Disclosure Statement are included in the mailing that you are receiving with this Ballot. You should carefully review the Plan and Disclosure Statement before you vote, and you may wish to seek legal advice concerning the Plan and its classification and treatment of your claim.

This Ballot does not constitute and shall not be deemed to be a proof of claim or interest or an assertion or admission with respect to any claim or interest.

Your Ballot will not be counted in determining the acceptance or rejection of the Plan if (i) it is illegible or contains insufficient information to permit your identification; (ii) your Ballot is unsigned; (iii) your Ballot is not marked to accept or reject the Plan, or is marked both to accept and reject the Plan; and/or (iv) you do not hold a claim or interest against the Debtor that is in Class E.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claim.

For purposes of voting to accept or reject the Plan, please insert the amount of the claim you believe you hold in the following space: \$_____.

Item 2. Vote on the Plan and Convenience Class Election.

You must cast your vote to accept or reject the Plan by marking the appropriate box below. If you elect to be treated as the holder of a claim in Class D (Convenience Claims), please cast your vote to accept or reject the Plan. If you would like your Claim to be treated as a Class D Convenience Claim, you must mark the appropriate box below to elect to be treated in Class D (Convenience Claims).

The undersigned holder of a claim in Class E (General Unsecured Claims) in the amount set forth in Item 1 above hereby votes to:

Check one box:

Accept the Plan

Reject the Plan

By checking the box below, the undersigned holder of a Claim in Class E (General Unsecured Claim) (i) elects to have such claim treated as a claim within Class D (Convenience Claims), (ii) acknowledges that, by opting in to Class D (Convenience Claims), the undersigned is agreeing to reduce the amount of such claim to \$10,000.00, and (iii) further acknowledges that the decision to opt into Class D (Convenience Claims) is final and will be binding on the undersigned holder for all purposes, including, without limitation, for voting to accept or reject any proposed plan of Reorganization for the Debtor and for any distribution on allowed claims under a confirmed plan.

Elects to be treated in Class D (Convenience Claims)

Item 3. Certification.

By signing this Ballot, the undersigned certifies that (i) the undersigned has been provided with a copy of the Plan and Disclosure Statement; (ii) the undersigned is the holder of a claim in Class E (General Unsecured Claims); (iii) the undersigned has not relied on any statement made or other information received from any person with respect to the Plan other than the information that is publicly available or contained in the Disclosure Statement; (iv) the undersigned is eligible for treatment as the holder of a claim in Class E (General Unsecured Claims) set forth in Item 1 of this Ballot for the purpose of voting on the Plan; and (v) any person signing below as agent for the undersigned has full power and authority to vote to accept or reject the Plan and to make the election to be treated in Class D (Convenience Claims), if applicable, on behalf of the undersigned.

Item 4. Address of Claimant.

Unless you notify the Debtor of a corrected or different address, any payment made to you pursuant to the Plan as confirmed by the Bankruptcy Court will be sent to the same address to which the Debtor sent this Ballot. If that address is incorrect, please print or type the correct address in the spaces provided below:

[Signature on the following page]

Name of Claimant: _____
(Print or Type)

Signature of Claimant: _____

Date Completed: _____

If above signature is on behalf of claimant by an authorized agent (e.g., president, partner, executor, attorney-in fact, managing member), complete the following:

Name of Agent: _____

Title of Agent: _____

Address of Agent:

Agent's Phone No.: _____

of your claim will be reduced to \$10,000, and your claim will be treated as a Convenience Claim for all purposes, including for any distribution under the Plan, if confirmed. Please note that if you elect to be treated as Convenience Claim, this election will be binding upon you and cannot be changed later.

3. As for voting on the Plan by Holders of Claims in any Class, the Plan will be accepted by such Class if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in the Class voting on the Plan. In the event that Class rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan accords fair and equitable treatment to the Class or Classes rejecting it and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all Holders of interests in, and any and all Holders of Claims against, the Debtor (including those who abstain or reject the Plan or are not entitled to vote), will be bound by the confirmed Plan.

4. **To have your vote counted, you must complete, sign and return this Ballot to the Voting Agent by 4:00 p.m. (Eastern Time) on June 7, 2012, unless such time is extended in the sole discretion of the Debtor (the “Voting Deadline”). Deliveries of Ballots by mail, overnight courier or hand delivery should be sent to the address of the Voting Agent specified below. Ballots WILL NOT be accepted by telecopy or facsimile transmission.**

5. To properly complete the Ballot, you must follow the procedures described below:

- (a) make sure that the information required in Item 1 is correct;
- (b) in Item 2, mark the Ballot to cast a vote to accept or reject the Plan by checking the appropriate box.
- (c) If you wish to make the election to have your claim treated in Class D (Convenience Claims), mark the appropriate box in Item 2 on page 3;
- (d) if you are completing this Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
- (e) please use additional sheets of paper if additional space is required to respond to any item on the Ballot (clearly marked to indicate the applicable item of the Ballot);
- (f) sign and date your Ballot; and
- (g) if you submit more than one Ballot voting the same Claim prior to the Voting Deadline, then the last timely filed Ballot shall be counted; however, an election at any time to have your claim treated in Class D

(Convenience Claims) will be deemed final.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT THE FOLLOWING ADDRESS AND TELEPHONE NUMBER:

GCG, Inc.
Attn: The McBurney Corporation Ballot Processing
5151 Blazer Parkway, Suite A
Dublin, OH 43017
Telephone No.: (800) 327-3664

THE BALLOT SHALL NOT CONSTITUTE OR BE DEEMED A PROOF OF CLAIM OR PROOF OF EQUITY INTEREST.

Exhibit 5-4

Form of Ballot for Class F

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re)
) Chapter 11
)
THE McBURNEY CORPORATION,) Case No. 11-70684-jrs
)
Debtor.)
)
)
)
_____)

**BALLOT FOR ACCEPTING OR REJECTING DEBTOR'S
CHAPTER 11 PLAN OF REORGANIZATION**

CLASS F – INTERCOMPANY CLAIMS

The McBurney Corporation, as debtor and debtor in possession herein (the “Debtor”), is soliciting votes with respect to the *Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* (as at any time amended, the “Plan”) [Doc. No. 214] under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) from the holders of certain impaired claims in its Chapter 11 bankruptcy case. If you have any questions after reviewing the attached instructions on how properly to complete this document, please call Garden City Group at (800) 327-3664.

THIS DOCUMENT IS INTENDED TO BE USED BY HOLDERS OF CLAIMS IN CLASS F (INTERCOMPANY CLAIMS) TO VOTE TO ACCEPT OR REJECT THE PLAN. YOU SHOULD REVIEW THE ATTACHED INSTRUCTIONS CAREFULLY BEFORE DECIDING HOW TO VOTE YOUR CLASS F CLAIM.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE PROPERLY COMPLETED, SIGNED AND RETURNED SO THAT IT IS RECEIVED AT GCG, INC., ATTN: THE McBURNEY CORPORATION BALLOT PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017, BY 4:00 P.M., EASTERN TIME, ON JUNE 7, 2012 (THE “VOTING DEADLINE”), UNLESS SUCH TIME IS EXTENDED BY THE DEBTOR.

IF THE COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU VOTE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION OTHER THAN THE INFORMATION THAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

Your rights are described in the *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation*, dated May 2, 2012 (the "Disclosure Statement"). The Plan and Disclosure Statement are included in the mailing that you are receiving with this Ballot. You should carefully review the Plan and Disclosure Statement before you vote, and you may wish to seek legal advice concerning the Plan and its classification and treatment of your claim.

This Ballot does not constitute and shall not be deemed to be a proof of claim or interest or an assertion or admission with respect to any claim or interest.

Your Ballot will not be counted in determining the acceptance or rejection of the Plan if (i) it is illegible or contains insufficient information to permit your identification; (ii) your Ballot is unsigned; (iii) your Ballot is not marked to accept or reject the Plan, or is marked both to accept and reject the Plan; and/or (iv) you do not hold a claim or interest against the Debtor that is in Class F.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claim.

For purposes of voting to accept or reject the Plan, please insert the amount of the claim you believe you hold in the following space: \$_____.

Item 2. Vote on the Plan.

The undersigned holder of a claim in Class F (Intercompany Claims) in the amount set forth in Item 1 above hereby votes to:

Check one box:

Accept the Plan

Reject the Plan

Item 3. Certification.

By signing this Ballot, the undersigned certifies that (i) the undersigned has been provided with a copy of the Plan and Disclosure Statement; (ii) the undersigned is the holder of a claim in Class F (Intercompany Claims); (iii) the undersigned has not relied on any statement made or other information received from any person with respect to the Plan other than the information that is publicly available or contained in the Disclosure Statement; (iv) the undersigned is eligible for treatment as the holder of a claim in Class F (Intercompany Claims) set forth in Item 1 of this Ballot for the purpose of voting on the Plan; and (v) any person signing below as agent for the undersigned has full power and authority to vote to accept or reject the Plan on behalf of the undersigned.

Item 4. Address of Claimant.

Unless you notify the Debtor of a corrected or different address, any payment made to you pursuant to the Plan as confirmed by the Bankruptcy Court will be sent to the same address to which the Debtor sent this Ballot. If that address is incorrect, please print or type the correct address in the spaces provided below:

Name of Claimant: _____
(Print or Type)

Signature of Claimant: _____

Date Completed: _____

If above signature is on behalf of claimant by an authorized agent (e.g., president, partner, executor, attorney-in fact, managing member), complete the following:

Name of Agent: _____

Title of Agent: _____

Address of Agent:

Agent's Phone No.: _____

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re)
) Chapter 11
)
THE McBURNEY CORPORATION,)
) Case No. 11-70684-jrs
)
Debtor.)
)
)
)
)
)
)

INSTRUCTIONS FOR COMPLETING THE BALLOT

1. This attached Ballot for Accepting or Rejecting Debtor's Chapter 11 Plan of Reorganization (the "Ballot") is submitted to you for the purpose of enabling you to cast your vote to accept or reject the *Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation*, dated May 2, 2012 (the "Plan"), which is described in the *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation*, dated May 2, 2012 (the "Disclosure Statement"). All capitalized terms used but not defined herein or in the Ballot have the meanings ascribed in the Plan or the Disclosure Statement. PLEASE READ THE PLAN, THE DISCLOSURE STATEMENT, AND THESE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BALLOT.

2. As for voting on the Plan by holders of claims in Class F (Intercompany Claims), the Plan will be accepted by Class F if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in Class F voting on the Plan. In the event that Class F rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan accords fair and equitable treatment to the Class or Classes rejecting it and otherwise satisfies the requirements of Section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of interests in, and any and all holders of Claims against, the Debtor (including those who abstain or reject the Plan or are not entitled to vote), will be bound by the confirmed Plan.

3. To have your vote counted, you must complete, sign and return this Ballot to the Voting Agent by 4:00 p.m. (Eastern Time) on June 7, 2012, unless such time is extended in the sole discretion of the Debtor (the "Voting Deadline"). Deliveries of Ballots by mail, overnight courier or hand delivery should be sent to the address of the Voting Agent specified below. Ballots WILL NOT be accepted by telecopy or facsimile transmission.

4. To properly complete the Ballot, you must follow the procedures described below:

- (a) make sure that the information required in Item 1 is correct;

- (b) in Item 2, mark the Ballot to cast a vote to accept or reject the Plan by checking the appropriate box;
- (c) if you are completing this Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
- (d) please use additional sheets of paper if additional space is required to respond to any item on the Ballot (clearly marked to indicate the applicable item of the Ballot);
- (e) sign and date your Ballot; and
- (f) if you submit more than one Ballot voting the same Claim prior to the Voting Deadline, then the last timely filed Ballot shall be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT THE FOLLOWING ADDRESS AND TELEPHONE NUMBER:

GCG, Inc.
Attn: The McBurney Corporation Ballot Processing
5151 Blazer Parkway, Suite A
Dublin, OH 43017
Telephone No.: (800) 327-3664

THE BALLOT SHALL NOT CONSTITUTE OR BE DEEMED A PROOF OF CLAIM OR PROOF OF EQUITY INTEREST.

Filed in Clerk's Office and
a true copy certified this
4 day of April 2022
M. REGINA THOMAS, CLERK
By: [Signature]
Deputy Clerk

SCHEDULE "C" – CONFIRMATION ORDER



IT IS ORDERED as set forth below:

Date: June 20, 2012

James E. Massey

James E. Massey
U.S. Bankruptcy Court Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:)	
)	Chapter 11
THE MCBURNEY CORPORATION,)	
)	Case No. 11-70684-jrs
Debtor.)	
)	
)	

ORDER CONFIRMING THIRD AMENDED CHAPTER 11 PLAN OF REORGANIZATION OF THE DEBTOR THE MCBURNEY CORPORATION

The Debtor The McBurney Corporation (the "Debtor") having filed with this Court its *Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* [Doc. No. 185] dated March 30, 2012, as amended by the *First Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* dated April 25, 2012 [Doc. No. 206], the *Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* dated May 2, 2012 [Doc. No. 214], and the *Third Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* dated June 8, 2012 [Doc. No. 236] (as at any time amended, the "Plan"), pursuant to

Filed in Clerk's Office and
a true copy certified this
1 day of June, 2012
M. REGINA ENOCHS, CLERK
M. Regina Enoch
Deputy Clerk

Chapter 11 of the Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"); and a hearing having been held before this Court on notice to all holders of claims ("Claims") against and equity interests ("Interests") in the Debtor and other interested persons in this Chapter 11 case to consider the adequacy of the *Second Amended Disclosure Statement Accompanying Second Amended Chapter 11 Plan of Reorganization of the Debtor The McBurney Corporation* [Doc. No. 215] (as at any time amended, the "Disclosure Statement"); and the Disclosure Statement having been approved by Order of this Court entered on May 31, 2012 [Doc. No. 216] (the "Disclosure Statement Order"); and copies of, among other things, the Disclosure Statement, the Plan, a notice fixing the time for the filing of acceptances or rejections of the Plan, for objecting to confirmation of the Plan, and of the hearing on confirmation of the Plan (the "Confirmation Hearing Notice") and ballot forms for the acceptance or rejection of the Plan for impaired classes of Claims and Interests (the "Ballots") having been transmitted to all holders of Claims and Interests in compliance with the Disclosure Statement Order; and the solicitation of acceptances from holders of Claims and Interests having been made in the time and in the manner required by the Court; and the acceptances and rejections of the Plan by holders of Claims and Interests having been received by The Garden City Group, Inc., as voting agent for the Debtor; and no party in interest having filed an objection to confirmation of the Plan; and a hearing to consider confirmation of the Plan having been held by this Court on June 14, 2012 (the "Confirmation Hearing"), upon proper and timely notice; and the appearances of all interested parties having been duly noted on the record of the Confirmation Hearing; and the Debtor having filed with the Court and presented at the Confirmation Hearing a summary of voting as set forth in the *Declaration of Patrick M. Leathem of The Garden City Group, Inc. Certifying the Methodology for the Tabulation of Votes on and Results of Voting With Respect to the Second Amended Chapter 11 Plan of Reorganization of The McBurney Corporation* [Doc. No. 240] (the "Voting Affidavit"); and no party in interest having objected to the Voting Affidavit; and the Court having accepted and approved the Voting Affidavit; and there being no objections to confirmation of the Plan filed before

or made during the Confirmation Hearing; and upon the record made before the Court at the Confirmation Hearing and the entire record of the case; and after due consideration being given to the Plan and the evidence presented by proffer at the Confirmation Hearing; and for good cause shown, this Court hereby finds and determines as follows:

A. Any capitalized term used in this Order, unless otherwise defined herein, shall have the meaning set forth in the Plan.

B. The Court takes judicial notice of the docket of this bankruptcy case maintained by the clerk of this Court, including, without limitation, all pleadings and other documents filed, all Orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before the Court in this bankruptcy case, including, without limitation, the hearing to consider the adequacy of the Disclosure Statement and the Confirmation Hearing.

C. Notice of the hearing to consider the approval of the Disclosure Statement was duly and appropriately given to all parties in interest entitled to be served with notice thereof, and the Disclosure Statement contains adequate information within the meaning of 11 U.S.C. § 1125.

D. As set forth in the *Affidavit of Service* [Doc. No. 220] (the "Affidavit of Service") filed with the Court, copies of the Disclosure Statement, the Plan, the Ballots, the Disclosure Statement Order, the Confirmation Hearing Notice and the other materials contained in the Solicitation Package (as such term is defined in the Disclosure Statement Order) were timely and appropriately transmitted and served in compliance with the Disclosure Statement Order and the Bankruptcy Rules to all parties in interest entitled to be served with such copies, such transmittal and service were adequate and sufficient, and no other or further notice is or shall be required. The Ballots were appropriate and were provided to all holders of Claims and Interests that are impaired under the Plan.

E. Notice of the following dates and deadlines was sufficient, adequate and appropriate under the circumstances and satisfied the requirements of the Disclosure Statement Order and all applicable laws, including, without limitation, the Bankruptcy Code, the Federal Rules of Civil Procedure, the Bankruptcy Rules, the local court rules, and the Due Process Clauses of the United States Constitution:

- i. the date, time and place of the Confirmation Hearing;
- ii. the last day to accept or reject the Plan; and
- iii. the last day to file objections to confirmation of the Plan.

No other or further notice was or shall be required.

F. Votes to accept and reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, and all other applicable rules, laws, and regulations, as set forth in the Voting Affidavit filed with the Court. The Voting Affidavit is hereby accepted and approved.

G. The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying Section 1129(a)(1) of the Bankruptcy Code, including, without limitation, the following:

(a) Proper Classification--Sections 1122 & 1123(a)(1). In addition to the Administrative Claims and the Priority Tax Claims which need not be designated, the Plan designates seven (7) classes of Claims and Interests. The Claims and Interests placed in each class are substantially similar to the other Claims and Interests in each such class. Valid business, factual, and legal reasons exist for separately classifying the various Claims and Interests recognized under the Plan, and such classes do not unfairly discriminate between Holders of such Claims and Interests. The Plan satisfies Sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(b) Specified Unimpaired Classes--Section 1123(a)(2). Articles 2 and 4 of the Plan identify the classes of Claims that are not impaired in accordance with Section 1123(a)(2) of the Bankruptcy Code. Class A (Priority Non-Tax Claims) and Class B (Secured Claims) are unimpaired. The Plan satisfies Section 1123(a)(2) of the Bankruptcy Code.

(c) Specified Treatment of Impaired Classes--Section 1123(a)(3). Section 2.2 of the Plan designates Class C (PBGC Claims), Class D (Convenience Claims), Class E (General Unsecured Claims), Class F (Intercompany Claims), and Class G (Equity Interests) as impaired, and Article 5 specifies the treatment of the Claims and Interests in those impaired classes. The Plan satisfies Section 1123(a)(3) of the Bankruptcy Code.

(d) No Discrimination--Section 1123(a)(4). Articles 3 through 5 of the Plan provide for the treatment of all Claims and Interests, including impaired classes of Claims and Interests, in accordance with Sections 1123(3) and (4) of the Bankruptcy Code. Articles 3 through 5 provide for the same treatment for each Claim or Interest within a particular class, unless the Holder of such Claim or Interest agrees to a less favorable treatment of such Claim or Interest. The Plan satisfies Section 1123(a)(4) of the Bankruptcy Code. The differences in treatment of Claims among the various classes are appropriate and not unfair in light of the differences in the nature of those Claims.

(e) Implementation of the Plan--Section 1123(a)(5). The Plan provides adequate and proper means for the Plan's implementation and, therefore, satisfies Section 1123(a)(5) of the Bankruptcy Code.

(f) Non-Voting Equity Securities--Section 1123(a)(6). In accordance with Section 8.3 of the Plan and as provided in this Order, the Debtor's Articles of Incorporation

and Bylaws are deemed amended to prohibit the issuance of nonvoting equity securities. The Plan satisfies Section 1123(a)(6) of the Bankruptcy Code.

(g) Designation of Officers and Directors --Section 1123(a)(7). Under Section 8.4 of the Plan, certain named individuals will serve as officers and directors of the Reorganized Debtor. The service, identity and compensation of these individuals were fully disclosed and are consistent with the interests of creditors and equity security holders and public policy. The Plan satisfies Section 1123(a)(7) of the Bankruptcy Code.

(h) Additional Plan Provisions--Section 1123(b). The additional provisions of the Plan are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

(i) Plan Date and Proponent--Bankruptcy Rule 3016(a). The Plan is dated and identifies the proponent, and, therefore, Bankruptcy Rule 3016(a) is satisfied.

H. The Debtor has complied with the applicable provisions of the Bankruptcy Code. Section 1129(a)(2) of the Bankruptcy Code is satisfied.

I. The Plan has been proposed in good faith and not by any means forbidden by law. The Plan has been proposed with the legitimate and honest purpose of reorganizing the Debtor's business affairs and continuing operations. The Plan satisfies Section 1129(a)(3) of the Bankruptcy Code.

J. All payments made or promised by the Debtor for services or for costs and expenses in, or in connection with, the Plan and incident to this bankruptcy case, have been approved by the Court as reasonable or, if to be fixed after confirmation of the Plan, will be subject to approval of the Court to the extent required by the Plan. The Plan satisfies Section 1129(a)(4) of the Bankruptcy Code.

K. The identity and affiliations of the management of the Debtor and of the assets of the Estate under the Plan, after confirmation of the Plan, have been fully disclosed. The Debtor has complied with Section 1129(a)(5) of the Bankruptcy Code.

L. There is no regulatory agency or commission with jurisdiction over the Debtor's rates, and, therefore, Section 1129(a)(6) of the Bankruptcy Code does not apply.

M. The Plan satisfies Section 1129(a)(7) of the Bankruptcy Code. The proffer of evidence introduced without objection at the Confirmation Hearing is persuasive and credible, has not been controverted by other evidence, and establishes that each Holder of an impaired Claim or Interest either 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 Debtor was liquidated under Chapter 7 of the Bankruptcy Code on such date.

N. The treatment of Administrative Claims and Priority Non-Tax Claims under Articles 3 and 4 of the Plan satisfies the requirements of Sections 1129(a)(9)(A) and (B) of the Bankruptcy Code, and the treatment of Priority Tax Claims under Section 3.4 of the Plan satisfies the requirements of Section 1129(a)(9)(C) of the Bankruptcy Code.

O. At least one class of Claims against the Debtor that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider, thus satisfying the requirements of Section 1129(a)(10).

P. The Plan provides for the Debtor's continued business operations. The proffer of evidence introduced at the Confirmation Hearing is persuasive and credible, has not been controverted by other evidence, and establishes that the Debtor will be able to perform its obligations under the Plan and that the Plan offers a reasonable prospect of success. Accordingly, the Plan is feasible, and Section 1129(a)(11) of the Bankruptcy Code is satisfied.

Q. Section 1129(a)(12) of the Bankruptcy Code has been satisfied. Article 3.3 of the Plan provides that all fees due the United States Trustee shall be paid, and there will be sufficient funds for the Debtor to pay these fees.

R. Sections 1129(a)(13), (14), (15), and (16) of the Bankruptcy Code do not apply.

S. The principal 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, 15 U.S.C. § 77e.

T. The Debtor and its agents, representatives, attorneys, and advisors have solicited votes on the Plan in good faith and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpation and injunctive provisions set forth in Sections 10.3 and 10.4 of the Plan.

U. The Plan otherwise complies with all applicable provisions of the Bankruptcy Code, including, but not limited to, 11 U.S.C. § 1129(a) and the Federal Rules of Bankruptcy Procedure. The Debtor has complied with all applicable provisions of Chapter 11 of the Bankruptcy Code, and the Plan has been proposed in good faith and not by any means forbidden by law.

V. Any and all transfers, transactions and actions by the Debtor required or contemplated by the Plan are under the circumstances in the best interest of creditors and the Estate.

W. Article 7 of the Plan, which governs the assumption and rejection of executory contracts and unexpired leases, satisfies the requirements of Section 365(a) and (b) of the Bankruptcy Code. The Debtor has exercised reasonable business judgment in determining whether to assume or reject its executory contracts and unexpired leases. Assumption of the executory contracts and unexpired leases to be assumed under the Plan is approved as appropriate and proper under Section 365 of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, no Cure or adequate assurance of future performance is required from the Debtor. The executory contracts and

the unexpired leases to be rejected by the Debtor under the Plan are burdensome, and the rejection of such contracts and leases is in the best interests of the Debtor, its Estate and all parties in interest. Each rejection of an executory contract or unexpired lease under Article 7 of the Plan shall be legal, valid, and binding upon the Debtor and all non-Debtor parties to such executory contract or unexpired lease, all to the same extent as if such rejection had been effectuated pursuant to an appropriate order of the Court entered before the Confirmation Date under Section 365 of the Bankruptcy Code.

X. The Court properly may retain jurisdiction over the matters set forth in Article 13 of the Plan.

Y. It is in the best interests of the Debtor, its Estate and all parties in interest that all Causes of Action (including all Estate Causes of Action) be retained by the Debtor pursuant to Section 10.6 of the Plan to maximize the value of the Estate.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The findings set forth above are ratified and approved. The findings of this Court as set forth above shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, as made applicable to this matter by Bankruptcy Rule 9014. Pursuant to Bankruptcy Rule 7052, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate.

2. This Court has subject matter jurisdiction over confirmation of the Plan pursuant to 28 U.S.C. § 1334. Venue of this Chapter 11 case is proper in this judicial district pursuant to 28 U.S.C. § 1408.

3. This matter is a core matter in which the Bankruptcy Court has the power to hear and determine this matter in its entirety pursuant to 28 U.S.C. § 157(b)(2)(A), in that it is a matter concerning the administration of the estate; and § 157(b)(2)(L) in that it is a matter concerning

confirmation of a plan. The provisions of the Plan and this Order shall bind the Debtor and all creditors and other parties in interest in this matter, whether or not the Claims or Interests of such creditors or other parties in interest are impaired under the Plan, whether or not such creditors or other parties in interest have accepted the Plan, and whether or not such creditors or other parties in interest have filed proofs of Claim or Interests in the case.

4. All requirements for confirmation of the Plan set forth in Section 1129(a) have been satisfied, except Section 1129(a)(8) solely with respect to Class C (PBCG Claims). With respect to Class (C) (PBGC Claims), while no Ballot was received and therefore Class C (PBGC Claims) did not accept the Plan, Section 5.2 of the Plan provides that the Pension Plan will receive or retain under the Plan property of a value equal to the allowed amount of its claim, and therefore, Section 1129(b)(2)(B) is satisfied with respect to Class C (PBCG Claims).

5. The modifications to the Plan made prior to the Confirmation Hearing comply with Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019(a) and are therefore approved.

6. The Plan, including any amendments or modifications thereto, is hereby CONFIRMED. To the extent not inconsistent with the terms of this Order, the terms and provisions of the Plan are incorporated by reference as if fully set forth herein.

7. The classification of Claims and Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan.

8. Except as otherwise provided in the Plan, the Debtor shall continue to exist after the Effective Date as a separate corporate legal entity, with all the powers of a corporation under applicable law in the jurisdiction in which the Debtor is incorporated and pursuant to the organizational documents in effect prior to the Effective Date. Except as otherwise explicitly provided in the Plan, on the Effective Date, all Estate Property (including Causes of Action) shall be

vested in the Debtor free and clear of all Claims, Liens, mortgages, deeds of trust, security interests, charges, encumbrances, rights, and interests of creditors and equity security holders.

9. The automatic stay in the Case pursuant to Sections 105 and 362(a) of the Bankruptcy Code shall remain in full force and effect and shall apply to the Debtor and all Estate Property until the Effective Date.

10. The approvals and authorizations specifically set forth in this Order are nonexclusive and are not intended to limit the authority of the Debtor to take any and all actions necessary or appropriate to implement, effectuate and consummate any and all documents or transactions contemplated by the Plan or this Order. In addition to the authority to execute and deliver, adopt, assign, or amend, as the case may be, the contracts, leases, instruments, releases and other agreements specifically granted in this Order, the Debtor is authorized and empowered to take any and all such actions as may be deemed necessary or appropriate to implement, effectuate and consummate any and all documents or transactions contemplated by the Plan or this Order. Pursuant to Section 1142 of the Bankruptcy Code, the Debtor is authorized to (a) enter into, execute and deliver, adopt or amend, as the case may be, any of the contracts, leases, instruments, releases and other agreements or documents to be entered into, executed and delivered, adopted or amended in connection with the Plan, and each of such contracts, leases, instruments, releases and other agreements shall be a legal, valid and binding obligation of the Debtor and enforceable against the Debtor in accordance with its terms; and (b) engage in any of the activities set forth in this paragraph or otherwise contemplated by the Plan, all without further application to or order of the Court and whether or not such actions or documents are specifically referred to in the Plan, the Disclosure Statement, the Disclosure Statement Order, this Order or the exhibits or appendices to any of the foregoing. Pursuant to Section 1142 of the Bankruptcy Code, to the extent that, under applicable non-bankruptcy law, any of the foregoing actions otherwise would require the consent or approval of

an officer or director of the Debtor, this Order shall constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the shareholders of the Debtor.

11. Except as otherwise ordered by the Court, any Claim or Interest that is not an Allowed Claim or Allowed Interest shall be determined, resolved, or adjudicated in accordance with the terms of the Plan.

12. The Court authorizes the Debtor to consummate the Plan after entry of this Order. The Debtor is authorized to execute, acknowledge, and deliver such deeds, assignments, conveyances, and other assurances, documents, instruments of transfer and to take such other actions as may be reasonably necessary to perform the terms and provisions of the Plan, all transactions contemplated by the Plan, and all other agreements related thereto.

13. If consummation of the Plan does not occur, then the Plan, any settlement or compromise embodied in the Plan, the assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be null and void. In such event, nothing contained in the Plan or this Order, and no acts taken in preparation for consummation of the Plan, shall (a) constitute a waiver or release of any Claims by or against or Interests in the Debtor or any other Person, (b) prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor, (c) constitute an admission of any sort by the Debtor or any other Person, or (d) be construed as a finding of fact or conclusion of law with respect thereto. Upon the occurrence of the Effective Date, the Plan shall be deemed substantially consummated.

14. To the extent not already prohibited in the Debtor's existing organizational documents, the Debtor is prohibited from issuing non-voting equity securities.

15. The exculpation provision set forth in Section 10.3 of the Plan and the injunctions provided in Section 10.4 of the Plan are fair and equitable and deemed incorporated in this Order as

if fully set forth herein and are hereby approved in their entirety. Such provisions shall be binding on all Persons. Notwithstanding the foregoing, no claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities whatsoever against any person, Exculpated Party, or entity with respect to the Pension Plan will be released, exculpated, discharged, enjoined or otherwise affected by the Plan, nor shall the entry of this Order constitute the approval of any release, exculpation, discharge, injunction, or other impairment of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities whatsoever against any entity with respect to the Pension Plan.

16. The issuance, transfer or exchange of a security, or the making or delivery of an instrument or transfer under the Plan, are hereby determined to be exempt from and may not be taxed under any law imposing a stamp or recording tax or similar tax, all pursuant to 11 U.S.C. § 1146(c).

17. Except as otherwise provided in the Plan or in a separate Order of this Court, all executory contracts or unexpired leases to which the Debtor is a party are hereby assumed pursuant to 11 U.S.C. § 365; provided, however, the Debtor shall have the right to change the election with respect to the acceptance or rejection of any executory contract or unexpired lease at any time prior to the Effective Date. If the rejection by the Debtor, pursuant to the Plan or otherwise, of an executory contract or unexpired lease results in a Claim, such Claim shall be forever barred and shall not be enforceable against the Debtor or the Estate, or with respect to Estate Property, unless the holder of such Claim complies with Section 7.4 of the Plan.

18. The Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) and simultaneously provide to the United States Trustee an appropriate affidavit indicating the cash disbursements for the relevant period. The Debtor shall pay any statutory fees that come due to the United States Trustee until the entry of a final decree closing this case.

19. The Debtor is hereby authorized and directed to make all payments and disbursements as contemplated by the Plan.

20. The Court retains jurisdiction for any and all matters that may come before the Court in the administration of the Plan and pursuant to this Order, specifically including, but not limited to, jurisdiction to determine all objections that have been or may be filed to Claims or Interests of creditors; to fix and award all compensation to parties who may be so entitled; to hear and determine all questions concerning the Estate Property, including any questions relating to any sums of money, services, or property due to the Debtor and the continuation of the stay; and to determine all matters of any nature or type necessary or appropriate to carry out the Plan.

21. Except as otherwise provided in the Plan, from and after the Confirmation Date, all Persons who have held, hold or may hold Claims against or Interests in any of the Debtor are permanently enjoined from taking any of the following actions against the Debtor or any Estate Property on account of such Claims or Interests:

(a) Commencing or continuing, in any manner or in any place, any action or other proceeding (other than actions or proceedings commenced by a Governmental Unit to enforce its police or regulatory authority over the Debtor to the extent excepted from the automatic stay provisions of Section 362 of the Bankruptcy Code, but not against Estate Property);

(b) Enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order;

(c) Creating, perfecting or enforcing any Lien;

(d) Asserting any setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due the Debtor; or

(e) Commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; provided, however, that nothing contained herein shall preclude such Persons from exercising their rights pursuant to and consistent with the terms of the Plan.

The foregoing injunction shall extend to successors of the Debtor and all Estate Property.

22. The Debtor shall give all creditors and parties in interest notice by mail of the entry of this Order and shall file a certificate of service with the Court.

23. Any stay of the effectiveness of this Order contemplated by Bankruptcy Rules 3020(e) and 7062 or otherwise shall not apply to this Order and is hereby waived. Notwithstanding any otherwise applicable law, immediately upon the entry of this Order, the terms of the Plan (including all documents and agreements executed pursuant to the Plan) and this Order shall be binding upon (i) the Debtor; (ii) all creditors, including Holders of Claims against and Interests in the Debtor, whether or not the Claims and Interests are impaired under the Plan, whether or not such creditor or Holder filed proofs of Claim or Interest in the Debtor's bankruptcy case, and whether or not, if impaired, such creditors or Holders accepted the Plan; (iii) each Person acquiring property or receiving Distributions under the Plan; (iv) all other parties in interest; (v) any Person making an appearance in this case; and (vi) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians.

24. The failure to include or specifically reference any particular provision of the Plan in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety. The provisions of the Plan and of this Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any

provision of this Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Order shall govern, and any such provision of this Order shall be deemed a modification of the Plan and shall control and take precedence.

[END OF DOCUMENT]

Prepared by:

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Attorneys for Debtor and Debtor-In-Possession

By: /s/ Tyronia M. Smith
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11/01/2012
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By: *[Signature]*
Deputy Clerk

SCHEDULE "D" – THE GUIDELINES

THE AMERICAN LAW INSTITUTE

in association with

THE INTERNATIONAL INSOLVENCY INSTITUTE

**Guidelines Applicable to Court-to-Court
Communications in Cross-Border Cases**

*As Adopted and Promulgated in Transnational Insolvency:
Principles of Cooperation Among the NAFTA Countries*

BY

THE AMERICAN LAW INSTITUTE
At Washington, D.C., May 16, 2000

And as Adopted by

THE INTERNATIONAL INSOLVENCY INSTITUTE
At New York, June 10, 2001



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The *Guidelines Applicable to Court-to-Court Communications in Cross-Border Cases* were developed by The American Law Institute during and as part of its Transnational Insolvency Project and the use of the *Guidelines* in cross-border cases is specifically permitted and encouraged.

The text of the *Guidelines* is available in English and several other languages including Chinese, French, German, Italian, Japanese, Korean, Portuguese, Russian, Swedish, and Spanish on the website of the International Insolvency Institute at <http://www.iiiglobal.org/international/guidelines.html>.

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Foreword by the Director of The American Law Institute

In May of 2000 The American Law Institute gave its final approval to the work of the ALI's Transnational Insolvency Project. This consisted of the four volumes eventually published, after a period of delay required by the need to take into account a newly enacted Mexican Bankruptcy Code, in 2003 under the title of *Transnational Insolvency: Cooperation Among the NAFTA Countries*. These volumes included both the first phase of the project, separate Statements of the bankruptcy laws of Canada, Mexico, and the United States, and the project's culminating phase, a volume comprising *Principles of Cooperation Among the NAFTA Countries*. All reflected the joint input of teams of Reporters and Advisers from each of the three NAFTA countries and a fully transnational perspective. Published by Juris Publishing, Inc., they can be ordered on the ALI website (www.ali.org).

A byproduct of our work on the Principles volume, these *Guidelines Applicable to Court-to-Court Communications in Cross-Border Cases* appeared originally as Appendix B of that volume and were approved by the ALI in 2000 along with the rest of the volume. But the *Guidelines* have played a vital and influential role apart from the *Principles*, having been widely translated and distributed, cited and applied by courts, and independently approved by both the International Insolvency Institute and the Insolvency Institute of Canada. Although they were initially developed in the context of a project arrived at improving cooperation among bankruptcy courts within the NAFTA countries, their acceptance by the III, whose members include leaders

of the insolvency bar from more than 40 countries, suggests a pertinence and applicability that extends far beyond the ambit of NAFTA. Indeed, there appears to be no reason to restrict the *Guidelines* to insolvency cases; they should prove useful whenever sensible and coherent standards for cooperation among courts involved in overlapping litigation are called for. See, e.g., American Law Institute, International Jurisdiction and Judgments Project § 12(e) (Tentative Draft No. 2, 2004).

The American Law Institute expresses its gratitude to the International Insolvency Institute for its continuing efforts to publicize the *Guidelines* and to make them more widely known to judges and lawyers around the world; to III Chair E. Bruce Leonard of Toronto, who as Canadian Co-Reporter for the Transnational Insolvency Project was the principal drafter of the *Guidelines* in English and has been primarily responsible for arranging and overseeing their translation into the various other languages in which they now appear; and to the translators themselves, whose work will make the *Guidelines* much more universally accessible. We hope that this greater availability, in these new English and bilingual editions, will help to foster better communication, and thus better understanding, among the diverse courts and legal systems throughout our increasingly globalized world.

LANCE LIEBMAN

Director

The American Law Institute

January 2004

Foreword by the Chair of the International Insolvency Institute

The International Insolvency Institute, a world-wide association of leading insolvency professionals, judges, academics, and regulators, is pleased to recommend the adoption and the application in cross-border and multinational cases of The American Law Institute's *Guidelines Applicable to Court-to-Court Communications in Cross-Border Cases*. The *Guidelines* were reviewed and studied by a Committee of the III and were unanimously approved by its membership at the III's Annual General Meeting and Conference in New York in June 2001.

Since their approval by the III, the *Guidelines* have been applied in several cross-border cases with considerable success in achieving the coordination that is so necessary to preserve values for all of the creditors that are involved in international cases. The III recommends without qualification that insolvency professionals and judges adopt the *Guidelines* at the earliest possible stage of a cross-border case so that they will be in place whenever there is a need for the courts involved to communicate with each other, e.g., whenever the actions of one court could impact on issues that are before the other court.

Although the *Guidelines* were developed in an insolvency context, it has been noted by litigation professionals and judges that the *Guidelines* would be equally valuable and constructive in any international case where two or more courts are involved. In fact, in multijurisdictional litigation, the positive effect of the *Guidelines* would be even greater in cases where several courts are involved. It

is important to appreciate that the *Guidelines* require that all domestic practices and procedures be complied with and that the *Guidelines* do not alter or affect the substantive rights of the parties or give any advantage to any party over any other party.

The International Insolvency Institute expresses appreciation to its members who have arranged for the translation of the *Guidelines* into French, German, Italian, Korean, Japanese, Chinese, Portuguese, Russian, and Swedish and extends its appreciation to The American Law Institute for the translation into Spanish. The III also expresses its appreciation to The American Law Institute, the American College of Bankruptcy, and the Ontario Superior Court of Justice Commercial List Committee for their kind and generous financial support in enabling the publication and dissemination of the *Guidelines* in bilingual versions in major countries around the world.

Readers who become aware of cases in which the *Guidelines* have been applied are highly encouraged to provide the details of those cases to the III (fax: 416-360-8877; e-mail: info@iiiglobal.org) so that everyone can benefit from the experience and positive results that flow from the adoption and application of the *Guidelines*. The continuing progress of the *Guidelines* and the cases in which the *Guidelines* have been applied will be maintained on the III's website at www.iiiglobal.org.

The III and all of its members are very pleased to have been a part of the development and success of the *Guidelines* and commend The American Law Institute for its vision in developing the *Guidelines* and in supporting

their worldwide circulation to insolvency professionals, judges, academics, and regulators. The use of the *Guidelines* in international cases will change international insolvencies and reorganizations for the better forever, and the insolvency community owes a considerable debt to The American Law Institute for the inspiration and vision that has made this possible.

E. BRUCE LEONARD

Chairman

The International Insolvency Institute

Toronto, Ontario
March 2004

Judicial Preface

We believe that the advantages of co-operation and co-ordination between Courts is clearly advantageous to all of the stakeholders who are involved in insolvency and reorganization cases that extend beyond the boundaries of one country. The benefit of communications between Courts in international proceedings has been recognized by the United Nations through the *Model Law on Cross-Border Insolvency* developed by the United Nations Commission on International Trade Law and approved by the General Assembly of the United Nations in 1997. The advantages of communications have also been recognized in the European Union Regulation on Insolvency Proceedings which became effective for the Member States of the European Union in 2002.

The *Guidelines for Court-to-Court Communications in Cross-Border Cases* were developed in the American Law Institute's Transnational Insolvency Project involving the NAFTA countries of Mexico, the United States and Canada. The *Guidelines* have been approved by the membership of the ALI and by the International Insolvency Institute whose membership covers over 40 countries from around the world. We appreciate that every country is unique and distinctive and that every country has its own proud legal traditions and concepts. The *Guidelines* are not intended to alter or change the domestic rules or procedures that are applicable in any country and are not intended to affect or curtail the substantive rights of any party in proceedings before the Courts. The *Guidelines* are intended to encourage and facilitate co-operation in international cases while observing all applicable rules and procedures of the Courts that are respectively involved.

The *Guidelines* may be modified to meet either the procedural law of the jurisdiction in question or the particular circumstances in individual cases so as to achieve the greatest level of co-operation possible between the Courts in dealing with a multinational insolvency or liquidation. The *Guidelines*, however, are not restricted to insolvency cases and may be of assistance in dealing with non-insolvency cases that involve more than one country. Several of us have already used the *Guidelines* in cross-border cases and would encourage stakeholders and counsel in international cases to consider the advantages that could be achieved in their cases from the application and implementation of the *Guidelines*.

Mr. Justice David Baragwanath
High Court of New Zealand
Auckland, New Zealand

Hon. Sidney B. Brooks
United States Bankruptcy Court
District of Colorado
Denver

Chief Justice Donald I. Brenner
Supreme Court of British Columbia
Vancouver

Hon. Charles G. Case, II
United States Bankruptcy Court
District of Arizona
Phoenix

Mr. Justice Miodrag Dordević
Supreme Court of Slovenia
Ljubljana

Hon. James L. Garrity, Jr.
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Mr. Justice Paul R. Heath
High Court of New Zealand
Auckland, New Zealand

Chief Judge Burton R. Lifland
United States Bankruptcy Appellate
Panel for the Second Circuit
New York

Hon. George Paine II
United States Bankruptcy Court
District of Tennessee
Nashville

Mr. Justice Adolfo A.N. Rouillon
Court of Appeal
Rosario, Argentina

Mr. Justice Wisit Wisitsora – At
Business Reorganization Office
Government of Thailand
Bangkok

Mr. Justice J.M. Farley
Ontario Superior Court of Justice
Toronto

Hon. Allan L. Gropper
Southern District of New York
United States Bankruptcy Court
New York

Hon. Hyungdu Kim
Supreme Court of Korea
Seoul

Mr. Justice Gavin Lightman
Royal Courts of Justice
London

Hon. Chiyong Rim
District Court
Western District of Seoul
Seoul, Korea

Hon. Shinjiro Takagi
Supreme Court of Japan (Ret'd)
Industrial Revitalization Corporation of Japan
Tokyo

Mr. Justice R.H. Zulman
Supreme Court of Appeal of South Africa
Parklands

Guidelines

Applicable to Court-to-Court Communications in Cross-Border Cases

Introduction:

One of the most essential elements of cooperation in cross-border cases is communication among the administering authorities of the countries involved. Because of the importance of the courts in insolvency and reorganization proceedings, it is even more essential that the supervising courts be able to coordinate their activities to assure the maximum available benefit for the stakeholders of financially troubled enterprises.

These Guidelines are intended to enhance coordination and harmonization of insolvency proceedings that involve more than one country through communications among the jurisdictions involved. Communications by judges directly with judges or administrators in a foreign country, however, raise issues of credibility and proper procedures. The context alone is likely to create concern in litigants unless the process is transparent and clearly fair. Thus, communication among courts in cross-border cases is both more important and more sensitive than in domestic cases. These Guidelines encourage such communications while channeling them through transparent procedures. The Guidelines are meant to permit rapid cooperation in a developing insolvency case while ensuring due process to all concerned.

A Court intending to employ the Guidelines — in whole or part, with or without modifications — should adopt them formally before applying them. A Court may wish to make its adoption of the Guidelines contingent upon, or temporary until, their adoption by other courts concerned in the matter. The adopting

Court may want to make adoption or continuance conditional upon adoption of the Guidelines by the other Court in a substantially similar form, to ensure that judges, counsel, and parties are not subject to different standards of conduct.

The Guidelines should be adopted following such notice to the parties and counsel as would be given under local procedures with regard to any important procedural decision under similar circumstances. If communication with other courts is urgently needed, the local procedures, including notice requirements, that are used in urgent or emergency situations should be employed, including, if appropriate, an initial period of effectiveness, followed by further consideration of the Guidelines at a later time. Questions about the parties entitled to such notice (for example, all parties or representative parties or representative counsel) and the nature of the court's consideration of any objections (for example, with or without a hearing) are governed by the Rules of Procedure in each jurisdiction and are not addressed in the Guidelines.

The Guidelines are not meant to be static, but are meant to be adapted and modified to fit the circumstances of individual cases and to change and evolve as the international insolvency community gains experience from working with them. They are to apply only in a manner that is consistent with local procedures and local ethical requirements. They do not address the details of notice and procedure that depend upon the law and practice in each jurisdiction. However, the Guidelines represent approaches that are likely to be highly useful in achieving efficient and just resolutions of cross-border insolvency issues. Their use, with such modifications and under such circumstances as may be appropriate in a particular case, is therefore recommended.

Guideline 1

Except in circumstances of urgency, prior to a communication with another Court, the Court should be satisfied that such a communication is consistent with all applicable Rules of Procedure in its country. Where a Court intends to apply these Guidelines (in whole or in part and with or without modifications), the Guidelines to be employed should, wherever possible, be formally adopted before they are applied. Coordination of Guidelines between courts is desirable and officials of both courts may communicate in accordance with Guideline 8(d) with regard to the application and implementation of the Guidelines.

Guideline 2

A Court may communicate with another Court in connection with matters relating to proceedings before it for the purposes of coordinating and harmonizing proceedings before it with those in the other jurisdiction.

Guideline 3

A Court may communicate with an Insolvency Administrator in another jurisdiction or an authorized Representative of the Court in that jurisdiction in connection with the coordination and harmonization of the proceedings before it with the proceedings in the other jurisdiction.

Guideline 4

A Court may permit a duly authorized Insolvency Administrator to communicate with a foreign Court directly, subject to the approval of the foreign Court, or through an Insolvency Administrator in the other jurisdiction or through an autho-

rized Representative of the foreign Court on such terms as the Court considers appropriate.

Guideline 5

A Court may receive communications from a foreign Court or from an authorized Representative of the foreign Court or from a foreign Insolvency Administrator and should respond directly if the communication is from a foreign Court (subject to Guideline 7 in the case of two-way communications) and may respond directly or through an authorized Representative of the Court or through a duly authorized Insolvency Administrator if the communication is from a foreign Insolvency Administrator, subject to local rules concerning ex parte communications.

Guideline 6

Communications from a Court to another Court may take place by or through the Court:

- (a) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings, or other documents directly to the other Court and providing advance notice to counsel for affected parties in such manner as the Court considers appropriate;
- (b) Directing counsel or a foreign or domestic Insolvency Administrator to transmit or deliver copies of documents, pleadings, affidavits, factums, briefs, or other documents that are filed or to be filed with the Court to the other Court in such fashion as may be appropriate and providing advance notice to counsel for affect-

ed parties in such manner as the Court considers appropriate;

- (c) Participating in two-way communications with the other Court by telephone or video conference call or other electronic means, in which case Guideline 7 should apply.

Guideline 7

In the event of communications between the Courts in accordance with Guidelines 2 and 5 by means of telephone or video conference call or other electronic means, unless otherwise directed by either of the two Courts:

- (a) Counsel for all affected parties should be entitled to participate in person during the communication and advance notice of the communication should be given to all parties in accordance with the Rules of Procedure applicable in each Court;
- (b) The communication between the Courts should be recorded and may be transcribed. A written transcript may be prepared from a recording of the communication which, with the approval of both Courts, should be treated as an official transcript of the communication;
- (c) Copies of any recording of the communication, of any transcript of the communication prepared pursuant to any Direction of either Court, and of any official transcript prepared from a recording should be filed as part of the record in the proceedings and made available to counsel for all parties in both

Courts subject to such Directions as to confidentiality as the Courts may consider appropriate; and

- (d) The time and place for communications between the Courts should be to the satisfaction of both Courts. Personnel other than Judges in each Court may communicate fully with each other to establish appropriate arrangements for the communication without the necessity for participation by counsel unless otherwise ordered by either of the Courts.

Guideline 8

In the event of communications between the Court and an authorized Representative of the foreign Court or a foreign Insolvency Administrator in accordance with Guidelines 3 and 5 by means of telephone or video conference call or other electronic means, unless otherwise directed by the Court:

- (a) Counsel for all affected parties should be entitled to participate in person during the communication and advance notice of the communication should be given to all parties in accordance with the Rules of Procedure applicable in each Court;
- (b) The communication should be recorded and may be transcribed. A written transcript may be prepared from a recording of the communication which, with the approval of the Court, can be treated as an official transcript of the communication;
- (c) Copies of any recording of the communication, of any transcript of the communication prepared pursuant to any Direction of the Court, and of any official tran-

script prepared from a recording should be filed as part of the record in the proceedings and made available to the other Court and to counsel for all parties in both Courts subject to such Directions as to confidentiality as the Court may consider appropriate; and

- (d) The time and place for the communication should be to the satisfaction of the Court. Personnel of the Court other than Judges may communicate fully with the authorized Representative of the foreign Court or the foreign Insolvency Administrator to establish appropriate arrangements for the communication without the necessity for participation by counsel unless otherwise ordered by the Court.

Guideline 9

A Court may conduct a joint hearing with another Court. In connection with any such joint hearing, the following should apply, unless otherwise ordered or unless otherwise provided in any previously approved Protocol applicable to such joint hearing:

- (a) Each Court should be able to simultaneously hear the proceedings in the other Court.
- (b) Evidentiary or written materials filed or to be filed in one Court should, in accordance with the Directions of that Court, be transmitted to the other Court or made available electronically in a publicly accessible system in advance of the hearing. Transmittal of such material to the other Court or its public availability in an electronic system should not subject the party filing the material in one Court to the jurisdiction of the other Court.

- (c) Submissions or applications by the representative of any party should be made only to the Court in which the representative making the submissions is appearing unless the representative is specifically given permission by the other Court to make submissions to it.
- (d) Subject to Guideline 7(b), the Court should be entitled to communicate with the other Court in advance of a joint hearing, with or without counsel being present, to establish Guidelines for the orderly making of submissions and rendering of decisions by the Courts, and to coordinate and resolve any procedural, administrative, or preliminary matters relating to the joint hearing.
- (e) Subject to Guideline 7(b), the Court, subsequent to the joint hearing, should be entitled to communicate with the other Court, with or without counsel present, for the purpose of determining whether coordinated orders could be made by both Courts and to coordinate and resolve any procedural or nonsubstantive matters relating to the joint hearing.

Guideline 10

The Court should, except upon proper objection on valid grounds and then only to the extent of such objection, recognize and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in the other jurisdiction without the need for further proof or exemplification thereof.

Guideline 11

The Court should, except upon proper objection on valid grounds and then only to the extent of such objection, accept that Orders made in the proceedings in the other jurisdiction were duly and properly made or entered on or about their respective dates and accept that such Orders require no further proof or exemplification for purposes of the proceedings before it, subject to all such proper reservations as in the opinion of the Court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such Orders.

Guideline 12

The Court may coordinate proceedings before it with proceedings in another jurisdiction by establishing a Service List that may include parties that are entitled to receive notice of proceedings before the Court in the other jurisdiction (“Non-Resident Parties”). All notices, applications, motions, and other materials served for purposes of the proceedings before the Court may be ordered to also be provided to or served on the Non-Resident Parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the Court in accordance with the procedures applicable in the Court.

Guideline 13

The Court may issue an Order or issue Directions permitting the foreign Insolvency Administrator or a representative of creditors in the proceedings in the other jurisdiction or an authorized

Representative of the Court in the other jurisdiction to appear and be heard by the Court without thereby becoming subject to the jurisdiction of the Court.

Guideline 14

The Court may direct that any stay of proceedings affecting the parties before it shall, subject to further order of the Court, not apply to applications or motions brought by such parties before the other Court or that relief be granted to permit such parties to bring such applications or motions before the other Court on such terms and conditions as it considers appropriate. Court-to-Court communications in accordance with Guidelines 6 and 7 hereof may take place if an application or motion brought before the Court affects or might affect issues or proceedings in the Court in the other jurisdiction.

Guideline 15

A Court may communicate with a Court in another jurisdiction or with an authorized Representative of such Court in the manner prescribed by these Guidelines for purposes of coordinating and harmonizing proceedings before it with proceedings in the other jurisdiction regardless of the form of the proceedings before it or before the other Court wherever there is commonality among the issues and/or the parties in the proceedings. The Court should, absent compelling reasons to the contrary, so communicate with the Court in the other jurisdiction where the interests of justice so require.

Guideline 16

Directions issued by the Court under these Guidelines are subject to such amendments, modifications, and extensions as

may be considered appropriate by the Court for the purposes described above and to reflect the changes and developments from time to time in the proceedings before it and before the other Court. Any Directions may be supplemented, modified, and restated from time to time and such modifications, amendments, and restatements should become effective upon being accepted by both Courts. If either Court intends to supplement, change, or abrogate Directions issued under these Guidelines in the absence of joint approval by both Courts, the Court should give the other Courts involved reasonable notice of its intention to do so.

Guideline 17

Arrangements contemplated under these Guidelines do not constitute a compromise or waiver by the Court of any powers, responsibilities, or authority and do not constitute a substantive determination of any matter in controversy before the Court or before the other Court nor a waiver by any of the parties of any of their substantive rights and claims or a diminution of the effect of any of the Orders made by the Court or the other Court.