

8. Potential for Inaccuracies; No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtor as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtor has used its reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtor nonetheless cannot, and does not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtor may subsequently update the information in this Disclosure Statement, the Debtor has no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

9. No Representations Outside Disclosure Statement Are Authorized

No representations concerning or relating to the Debtor, this Chapter 11 bankruptcy case, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure any acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon in arriving at a decision. Holders should promptly report unauthorized representations or inducements to counsel to the Debtor and the United States Trustee.

Chapter XIII. ALTERNATIVES TO THE PLAN

The Debtor believes that the Plan provides Holders with the greatest possible value that can be realized on their Claims and Equity Interests, and, therefore, is in the best interests of all Holders. The alternatives to confirmation of the Plan are the liquidation of Estate Property in a Chapter 7 case or confirmation of an alternative plan or plans of liquidation proposed at a later date.

A. Chapter 7 Liquidation

The Debtor believes, after considering all factors relevant to this Case, that all impaired Classes will receive under the Plan property of a value that is at least as much as (and very likely more than) they would receive in a Chapter 7 liquidation. In a Chapter 7 case, a trustee would be elected or appointed to liquidate the Debtor's assets. The proceeds of a liquidation would be distributed to the respective Holders of Allowed Claims against and Equity Interests in the Debtor in accordance with the priorities established by the Bankruptcy Code. Claims entitled to priority under the Bankruptcy Code will be paid in full before any distribution to general unsecured creditors. Funds remaining after payment of priority Claims would be distributed pro rata to general unsecured creditors and holders of equity interests.

The Debtor believes that liquidation under Chapter 7 would result in a significant diminution of the value of the Debtor's Estate, because the conversion of the Case would result in the appointment of a trustee, which in turn would lead to (i) additional administrative expenses associated with the appointment of a trustee and the retention of attorneys, accountants and other professionals to assist the trustee; and (ii) additional expenses and Claims, some of which may be

entitled to priority. There is little likelihood that a Chapter 7 liquidation of the Debtor would produce any cost savings to the Debtor and likely would increase costs due to the Chapter 7 trustee's unfamiliarity with the Debtor and pending Claims brought by and against the Debtor. To react quickly and cost-effectively, a Chapter 7 trustee would have to overcome substantial hurdles at the outset.

Moreover, to assist in the liquidation process, the Chapter 7 trustee would need to employ, subject to approval by the Bankruptcy Court, various professionals to assist in the liquidation process, such as attorneys and accountants. The Estate would incur substantial additional costs in educating the trustee and any new professionals. Accordingly, the Debtor believes that a liquidation of the Debtor's assets conducted by a Chapter 7 trustee would not achieve any cost savings. Rather, it is likely that such a liquidation would result in less net proceeds available for distribution to the Holders of Claims and Equity Interests than would the Plan implemented under the supervision of the Debtor.

B. Alternative Liquidation Plans

If the Plan is not confirmed, the Debtor, or any other party in interest in the Case, could attempt to formulate and propose a different liquidation plan. The Plan, however, proposes a straightforward, relatively simple liquidation of all of the Debtor's assets and the distribution of the liquidation proceeds to the Holders of Allowed Claims and Equity Interests in accordance with the priorities established by the Bankruptcy Code and the Plan. In proposing the Plan, the Debtor has attempted to produce a design for liquidating the Debtor's assets that is in the best interests of all creditors. There is little possibility that a better consensual, viable alternative plan could be proposed and confirmed.

Chapter XIV. OTHER MATTERS

14. Tax Consequences of the Plan

The Debtor has not obtained a tax opinion and expresses no opinion as to the tax consequences to the Holder of any Claim or Equity Interest caused by the terms of the Plan.

BECAUSE THE DEBTOR EXPRESSES NO TAX ADVICE, IN NO EVENT WILL THE DEBTOR OR ANY PROFESSIONAL ADVISOR ENGAGED BY THE DEBTOR BE LIABLE IF, FOR ANY REASON, THE TAX CONSEQUENCES OF THE PLAN ARE OTHER THAN AS ANTICIPATED. THE TAX LAWS APPLICABLE TO LIMITED LIABILITY COMPANIES IN BANKRUPTCY CAN BE COMPLEX. THE FEDERAL INCOME TAX TREATMENT OF A CREDITOR WILL DEPEND ON THE PARTICULAR SITUATION OF THE CREDITOR. IN ADDITION TO FEDERAL INCOME TAX, THE DEBTOR AND ITS CREDITORS MAY ALSO BE SUBJECT TO STATE OR LOCAL INCOME TAXES AND GIFT, ESTATE, INHERITANCE, OR INTANGIBLE PROPERTY TAXES, THAT MAY BE IMPOSED BY VARIOUS JURISDICTIONS. EACH CREDITOR AND EQUITY INTEREST HOLDER IS URGED TO CONSULT, AND MUST LOOK SOLELY TO AND RELY SOLELY UPON, THEIR OWN ADVISORS AS TO ANY TAX CONSEQUENCES OF THE PLAN.

B. Disclaimers

The statements contained in this Disclosure Statement are made as of the date hereof, and unless another time is specified in the Disclosure Statement, the delivery of this Disclosure Statement will not create under any circumstances an implication that there has been a change in the facts set forth herein since the date hereof.

No representations concerning the Debtor, the value of property of the Estate (including any Estate Causes of Action), the validity or amount of any Claim, or the value of any benefits offered to Holders of Claims or Equity Interests in connection with the Plan, are authorized by the Debtor, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure acceptances to the Plan which are contrary to the information contained in this Disclosure Statement should not be relied on by you in arriving at your decision.

C. Confirmation Hearing

The Bankruptcy Court has scheduled a hearing on confirmation of the Plan commencing on **June 14, 2012, in Courtroom 1404, at 10:00 a.m. (prevailing Eastern time) at the Bankruptcy Court, United States Courthouse, 75 Spring Street, Atlanta, Georgia 30303.** At that time, the Debtor will present the results of the voting on the Plan by each impaired Class of creditors entitled to vote for or against the Plan, and the Bankruptcy Court will consider all conditions precedent to confirmation of the Plan under the Bankruptcy Code, as well as any objections to the Plan that are timely filed. Any objections to confirmation of the Plan must be in writing and must be filed with the Clerk of the Bankruptcy Court and served on the Debtor and the Debtor's counsel at the address on the cover page to ensure receipt by them on or before **June 7, 2012, at 4:00 p.m. (prevailing Eastern time).**

D. Conditions to Effectiveness of the Plan

The Effective Date will occur after, and only after, all of the conditions precedent set forth in Section 11.2 of the Plan have been met, unless otherwise waived by the Debtor.

E. Plan Injunction

As discussed above, under the Plan, the Debtor will be discharged from all debts existing on the Petition Date. **The Confirmation Order approving the Plan will provide, among other things, that from and after the Effective Date, all Persons who have held, hold or may hold Claims against or Equity Interests in the Debtor are permanently enjoined from taking certain actions against the Debtor or any Estate Property on account of such Claims or Equity Interests. See Section 10.5 of the Disclosure Statement for the scope of this injunction.**

The injunction set forth in Section 10.4 of the Disclosure Statement will extend to successors of the Debtor and all Estate Property. **By voting for the Plan or accepting Distributions pursuant to the Plan, each Holder of a Claim or Equity Interest receiving Distributions will be deemed to have specifically consented to this injunction; provided that the injunction is effective against all Holders irrespective of how they may vote and whether or not they receive or accept any Distribution.**

F. Retention of Jurisdiction by the Bankruptcy Court

After the Effective Date of the Plan, the Debtor will be free to perform all functions assigned under the Plan without approval of the Bankruptcy Court, except as specifically provided in the Plan. Nevertheless, the Bankruptcy Court will continue to retain jurisdiction over this Case with respect to matters and for purposes specified in the Plan and with respect to the matters set forth in Section 13.1 of the Plan.

G. Amendments to the Plan

Pursuant to the Plan, the Debtor reserves all rights to amend, modify, alter or withdraw the Plan prior to the Confirmation Date and, after the entry of the Confirmation Order, to amend, modify or alter the Plan in accordance with Section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purposes and intent of the Plan.

H. Cram Down

The Debtor reserves the right to seek confirmation of the Plan under Section 1129(b) of the Bankruptcy Code, notwithstanding the failure of any impaired Class to accept the Plan.

14. No Admissions

Nothing in the Plan or in this Disclosure Statement shall constitute an admission that any Person referred to in the Plan or in this Disclosure Statement as being the Holder of a Claim or Equity Interest is the Holder of an Allowed Claim or Equity Interest, except as expressly provided in the Plan upon being confirmed by a Final Order. Wherever in this Disclosure Statement (i) there is a summary of the assertions of a party in interest regarding a position that is adverse to the interests of the Estate or any other party, the failure of the Debtor to state expressly that it disputes such assertion or to provide all of the grounds for its dispute shall not be deemed an admission by the Debtor of the validity or accuracy of such assertion or the purported grounds therefor; and (ii) the Debtor uses numbers or makes calculations for illustrative purposes or as part of a hypothetical, such numbers and calculations are not admissions of the Debtor and do not necessarily represent the Debtor's views of the accuracy or the reasonableness of such numbers or calculations or the validity of any Claims that such numbers may represent.

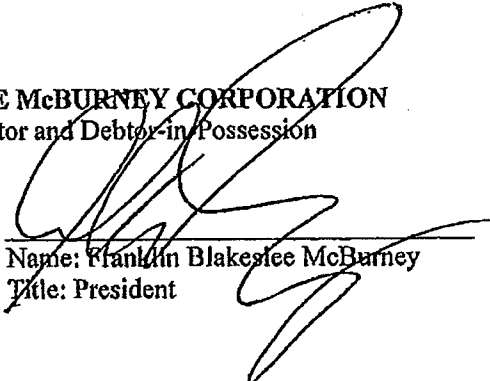
Chapter XV. CONCLUSION AND RECOMMENDATION

The Debtor believes that the Plan is in the best interest of all Holders of Claims and Equity Interests and urge all Holders of Claims entitled to vote to accept the Plan, and to evidence such acceptance by returning their ballots, as applicable, so they will be received by the Debtor by the Voting Deadline.

[Signature on the following page]

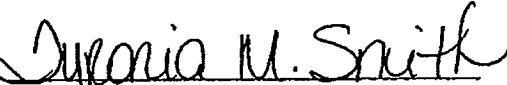
Dated: May 2, 2012

THE McBURNEY CORPORATION
Debtor and Debtor-in-Possession

By: 
Name: Franklin Blakeslee McBurney
Title: President

Dated: May 2, 2012.

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EXHIBIT A

Plan of Reorganization

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

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

SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION
OF THE McBURNEY CORPORATION

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Attorneys for Debtor

NO CREDITOR OR OTHER PARTY IN INTEREST SHOULD CONSIDER THIS PLAN BINDING ON ANY PARTY UNTIL CONFIRMED IN THE CASE, AS THIS PLAN IS SUBJECT TO AMENDMENT AND MAY BE REVISED SIGNIFICANTLY. NO ASSURANCE CAN BE GIVEN THAT ANY DISTRIBUTION WILL BE MADE ON THE TERMS SET FORTH IN THIS PLAN. NO SOLICITATION OF ACCEPTANCES OF THIS PLAN IS PERMITTED UNTIL A DISCLOSURE STATEMENT IS APPROVED BY THE BANKRUPTCY COURT PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE. REFERENCE IS MADE TO THE DISCLOSURE STATEMENT ACCOMPANYING THIS PLAN, WHICH PROVIDES INFORMATION ABOUT THE DEBTOR AND ITS ASSETS AND LIABILITIES AND CONTAINS A SUMMARY OF THIS PLAN.

Dated: May 2, 2012

INTRODUCTION

The McBurney Corporation, debtor and debtor-in-possession herein (in such capacity, together with its entity status after confirmation of this Plan, the "Debtor"), proposes this Second Amended Plan of Reorganization pursuant to Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (this "Plan"). This Plan provides for the resolution of all Claims against and Equity Interests (as defined below) in the Debtor. Generally, the classification and anticipated treatment of the Claims and Equity Interests are as follows:

- (a) Allowed Administrative Claims, allowed Priority Tax Claims, and allowed Priority Non-Tax Claims will be paid first in accordance with their respective statutory priorities and are anticipated to be Paid in Full;
- (b) Allowed Secured Claims, if any, will be Paid in Full either by (at the Debtor's option) abandonment from the Estate of the collateral securing such Claims or payment in Cash in the allowed amount of such Claims;
- (c) Allowed PBGC Claims will be Paid in Full over time as provided herein;
- (d) Allowed General Unsecured Claims will be paid a pro rata share of \$800,000 over a four-year period, without post-petition accrued interest except as expressly provided in this Plan; provided, however, that certain Holders of Claims equal to or less than \$10,000, or who agree in writing to reduce the allowed amount of their Claims to \$10,000, will constitute a Convenience Class entitled to receive an amount equal to 30% of the allowed principal amount of their Claims, which amount shall be paid in two installments;
- (e) Intercompany claims will be withdrawn as of the Effective Date; and
- (f) Equity Interests will be canceled as of the Effective Date and will not be entitled to receive any distribution under this Plan.

Under Section 1125(b) of the Bankruptcy Code, a vote to accept or reject this Plan cannot be solicited from a holder of a claim or interest until such time as the disclosure statement has been approved by the Bankruptcy Court and distributed to all such holders. In this case, the Debtor will seek the Court's approval of the Disclosure Statement prior to soliciting any acceptances of this Plan. The Disclosure Statement has been distributed simultaneously with this Plan to all parties whose votes are being solicited. The Disclosure Statement contains, among other things, a discussion of the Debtor's history, business, assets and operations, a summary and analysis of this Plan, and certain other matters. **ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.**

ARTICLE 1

DEFINITIONS AND RULES OF CONSTRUCTION

1.1. As used in this Plan and in the accompanying Disclosure Statement, the following terms shall have the respective meanings assigned to them (terms defined in the singular to have the same meaning when used in the plural and *vice versa*):

Administrative Claim shall mean a Claim that is for any cost or expense of administration in connection with this Case for the period of time from the Petition Date through the Confirmation Date and that is of the kind set forth in Section 503(b) or Section 365(d)(3) of the Bankruptcy Code, including any actual or necessary expense of preserving the Estate, compensation or expense reimbursement for making a substantial contribution to the Case, any compensation or reimbursement allowable under Sections 330(a) or 331 of the Bankruptcy Code, and all fees and charges assessed against the Estate pursuant to Chapter 123 of Title 28.

Administrative Claims Bar Date shall mean, for all Administrative Claims except Debtor Professional Compensation, the date that is thirty (30) days after the Effective Date.

Affiliate shall have the meaning given to such term in Section 101(2) of the Bankruptcy Code.

Allowed Claim shall mean:

- (i) A Claim has been listed by the Debtor on its Schedules as liquidated in amount and is not disputed or contingent and for which no proof of claim has been filed by the applicable Bar Date, unless it is a Disputed Claim; or
- (ii) A Claim for which a proof of claim has been filed by the applicable Bar Date, or otherwise has been deemed timely filed under applicable law, unless it is a Disputed Claim; or
- (iii) A Claim that is allowed (a) by a Final Order, (b) by a settlement stipulation or (c) pursuant to express terms of this Plan; or
- (iv) An Administrative Claim for which the Holder thereof has filed a request for payment or a proof of claim before the Bar Date, unless it is a Disputed Claim.

No Claim shall be deemed to be an Allowed Claim for the purposes of this Plan unless and until one of the above conditions has been satisfied. The term "Allowed Claim" shall not, for purposes of computing Distributions, include interest on such Claim from and after the Petition Date, unless otherwise expressly provided in this Plan.

Articles of Incorporation shall mean the Articles of Incorporation of the Debtor as they exist on the Effective Date.

Available Cash shall mean, on any date, the amount of Cash held by the Debtor on such date (excluding Cash on deposit on such date in the Expense Reserve or the Disputed Claims Reserve or Cash that the Debtor determines, in its sole discretion, is reasonable and necessary to provide for the payment of expenses incurred in its business operations).

Avoidance Claim shall mean any Claim, action or Cause of Action that the Debtor or the Estate may have or be entitled to assert against any Person for the avoidance or subordination of any transfer or Lien, or for the subordination of or objection to any Claim, pursuant to Sections 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code or pursuant to any similar or related state or federal statute or common law (including fraudulent transfer laws), regardless of whether litigation is commenced prior to or after the Effective Date to prosecute such Claim, action or Cause of Action.

Bankruptcy Code shall mean Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq.

Bankruptcy Court shall mean the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division or, in the event that such Court ceases to exercise jurisdiction over the Case, the Court that exercises jurisdiction over the Case in lieu of the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.

Bankruptcy Rules shall mean the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under Section 2075 of Title 28 of the United States Code, and local rules of the Bankruptcy Court.

Bar Date shall mean, (i) with respect to Administrative Claims, the Administrative Claims Bar Date, and (ii) except as otherwise provided in Section 7.4 of this Plan, with respect to all other Claims, September 20, 2011 (unless otherwise ordered by the Bankruptcy Court).

Books and Records shall mean all books and records (tangible or electronic) of the Debtor that relate to the acts, conduct, assets, liabilities, business, or transactions of the Debtor or any of its subsidiaries or affiliates.

Business Day shall mean a day of the year other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

Bylaws shall mean the Bylaws of the Debtor as they exist on the Effective Date.

Case shall mean the case commenced by the Debtor's filing with the Bankruptcy Court of a petition for relief under Chapter 11 of the Bankruptcy Code.

Cash shall mean lawful currency of the United States, including bank deposits.

Causes of Action shall mean all Claims, choses in action, and causes of action (including those assertable derivatively), whether for a monetary recovery or other legal or equitable remedies; whether known, unknown, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, liquidated, unliquidated, reduced to judgment or not; whether now owned or hereafter acquired; and whether arising under the Bankruptcy Code or other federal, state, or foreign law, including Avoidance Claims.

Claim shall have the meaning ascribed to such term in Section 101(5) of the Bankruptcy Code.

Claims Objection Deadline shall mean the last day for filing objections to or requests for estimation of Claims (other than Disputed Claims as of the Effective Date for which no objection or request for estimation shall be required), which shall be one hundred fifty (150) days after the Effective Date or such later date as the Bankruptcy Court may order (with or without notice or hearing).

Class shall mean a class of Claims or Equity Interests as defined in Article 2 of this Plan.

Confirmation Date shall mean the date of entry of the Confirmation Order.

Confirmation Order shall mean an order of the Bankruptcy Court confirming this Plan pursuant to Section 1129 of the Bankruptcy Code.

Confirmed Case shall mean the Case once a Confirmation Order is entered by the Bankruptcy Court.

Convenience Claim shall mean a Claim that is a General Unsecured Claim and that is for an amount equal to or less than \$10,000 or that exceeds \$10,000 but is reduced to \$10,000 by written notice from the Holder thereof that is delivered to the Debtor or its authorized agent.

Cure shall mean the payment or other honor of all obligations required to be paid or honored in connection with the assumption under this Plan of an executory contract or unexpired lease pursuant to Section 365 of the Bankruptcy Code, including the cure of any non-monetary defaults to the extent required, and with respect to monetary defaults, the distribution within a reasonable period of time following the Effective Date of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption (or assumption and assignment) of an executory contract or unexpired lease, pursuant to Section 365(b) of the Bankruptcy Code, in an amount equal to all unpaid monetary obligations (or such other amount as may be agreed upon by the parties) under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

Cure Claim shall have the meaning ascribed to such term in Section 7.2 of this Plan.

Debtor shall mean The McBurney Corporation, a Georgia corporation.

Debtor Professional Compensation shall mean any amounts claimed by a Debtor Professional for services rendered or expenses incurred by such Debtor Professional in representing the Debtor.

Debtor Professionals shall mean any professionals, including attorneys, accountants and consultants, retained by the Debtor in the Case with Bankruptcy Court approval.

Disbursement Account shall mean the account established by the Debtor in accordance with Section 9.2(a) of this Plan.

Disclosure Statement shall mean the Disclosure Statement accompanying this Plan, as approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code.

Disputed Claim shall mean a Claim (including a Priority Claim) asserted against the Debtor that is not an Allowed Claim, and

- (i) if no proof of claim or request for payment of an Administrative Claim has been filed by the applicable Bar Date: (a) a Claim that has been or hereafter is listed on the Schedules as disputed, contingent or unliquidated; or (b) a Claim that has been or hereafter is listed on the Schedules as other than disputed, contingent or unliquidated, but as to which the Debtor or any other party in interest has interposed a timely objection or request for estimation in accordance with this Plan, the Bankruptcy Code and the Bankruptcy Rules by the Claims Objection Deadline or with respect to Administrative Claims, the Administrative Claims Objection Deadline, as applicable, which objection or request for estimation has not been withdrawn or determined by a Final Order; or
- (ii) if a proof of claim or request for payment of an Administrative Claim has been filed by the applicable Bar Date: (a) a Claim for which no corresponding Claim has been or hereafter is listed on the Schedules; (b) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as other than disputed, contingent or unliquidated, but the nature or amount of the Claim as asserted in the proof of claim varies from the nature or amount of such Claim as listed on the Schedules; (c) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as disputed, contingent or unliquidated; or (d) a Claim or request for payment of an Administrative Claim for which a timely objection or request for estimation is interposed by the Debtor or any other party in interest in accordance with this Plan, the Bankruptcy Code and the Bankruptcy Rules by the Claims Objection Deadline or, with respect to Administrative Claims, the Administrative Claims Objection Deadline, as applicable, which objection or request for estimation has not been withdrawn or determined by a Final Order; provided, however, that a Claim of the type listed in clauses (a) through (c) of this clause (ii) shall no longer be considered a Disputed Claim if no objection or request for estimation has been filed by the Claims Objection Deadline.

Disputed Claims Reserve shall mean a reserve into which the Debtor shall deposit monies on account of Disputed Claims in accordance with the provisions of Section 6.1(d) of this Plan.

Distribution shall mean any payment or other distribution of Estate Property (including Cash) pursuant to this Plan.

Effective Date shall mean the first Business Day immediately following the date on which the conditions specified in Section 11.2 of this Plan are satisfied.

Equity Contribution shall mean a \$100,000 aggregate capital infusion provided to the Reorganized Debtor by Willard B. McBurney, Franklin Blakeslee McBurney, and John Curtis McBurney, Sr. for the purpose of working capital, which shall not give rise to a Claim against the Reorganized Debtor.

Equity Interests shall mean common stock and other Equity Securities (as defined in 11 U.S.C. § 101(16)) issued by the Debtor and outstanding as of the Effective Date.

ERISA shall mean the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1301-1461, as amended, 29 U.S.C. §§ 1301 et seq.

Estate shall mean the bankruptcy estate of the Debtor created pursuant to Section 541(a) of the Bankruptcy Code upon the filing of the Case, which estate includes all Estate Property and shall remain in existence for the purpose of allowing the investigation, prosecution and/or settlement of the Estate Causes of Action pursuant to the terms of this Plan.

Estate Causes of Action shall mean all Causes of Action that the Debtor or the Estate has against any Person, including Avoidance Claims and any rights to recover Estate Property or damages thereto, all of which are retained under Section 10.6 of this Plan as authorized by Section 1123(b) of the Bankruptcy Code and which the Debtor presently intends to prosecute or otherwise pursue either prior to or after the Effective Date. Without limiting the generality of the foregoing, the term "Estate Causes of Action" includes, but is not limited to, the following:

- (i) all Causes of Action described in any civil action, adversary proceeding, contested matter, claim objection, answer or other pleading at any time filed by the Debtor against any Person or in opposition to any claim or relief sought by any Person against the Debtor or with respect to Estate Property, including the Tate & Lyle Action; and
- (ii) all Causes of Action against (i) any professional person (including attorneys, accountants, and consultants) employed by the Debtor prior to the Petition Date; (ii) any person who was an officer or director of the Debtor prior to the Petition Date, for acts or omissions (including breaches of fiduciary duty, negligence, or other tortious or wrongful conduct) that occurred prior to the Petition Date; (iii) McBurney California, MPL, and MBE, for recovery of loans or capital contributions made by the Debtor; (iv) insurers under any insurance policies identified in the Schedules; (v) any Person in possession or control of any Books and Records; (vi) any Person who received a transfer of Cash, Liens or other property of the Debtor prior to the Petition Date, including Persons identified in the Schedules as having received such pre-petition transfers; and (vii) Holders of Claims that are disputed, contingent or unliquidated (as reflected in the Schedules), to the extent that Causes of Action (including an Avoidance Claim or Claim for equitable or statutory subordination) can be asserted as an objection or defense to such Claim or for subordination thereof.

Estate Property shall mean real or personal property in existence on the Petition Date or acquired thereafter, including Cash, securities, Estate Causes of Action (and recoveries thereon), rights of setoff and recoupment, and all other property of the Estate within the meaning of Section 541 of the Bankruptcy Code, and all proceeds and products of the foregoing.

Exculpated Parties shall have the meaning ascribed to such term in Section 10.3 of this Plan.

Expense Reserve shall mean a reserve in amounts reasonably estimated from time to time by the Debtor as being necessary to assure payment when due of all Debtor Professional Compensation, Post-Confirmation Administrative Expenses and other expenses that the Debtor anticipates will be incurred in connection with the performance of the Debtor's duties under this Plan and applicable law, which amounts are to be reserved from Distributions to the Holders of Claims and payment of other fees and expenses pending full implementation and final consummation of this Plan.

Final Decree shall mean a Final Order entered by the Court pursuant to Section 350 of the Bankruptcy Code closing the Case.

Final Order shall mean an order or judgment of a court as to which (i) the time to appeal or to seek certiorari or review has expired and no appeal or petition for certiorari or review has been timely filed, or (ii) any timely-filed appeal or petition for certiorari or review has been finally determined or dismissed.

General Unsecured Claim shall mean an Unsecured Claim other than a Priority Claim, or statutorily subordinated Claim, but including any Secured Creditor Deficiency Claim.

Governmental Unit shall have the meaning given to such term in Section 101(27) of the Bankruptcy Code.

Holder shall mean the Person who owns a Claim or an Equity Interest, or both.

Initial Distribution Date shall have the meaning ascribed to such term in Section 9.4(a) of this Plan.

Insurance Policies shall mean any and all policies of insurance of the Debtor or the Estate and all agreements, instruments, and documents relating to these policies, including any property insurance policies.

Intercompany Claim shall mean a Claim asserted by McBurney California, MPL, or MBE.

IRS shall mean the Internal Revenue Service.

IRS Claim shall mean the proof of claim filed by the IRS against the Debtor, designated on the claims registry maintained by the Bankruptcy Court as Claim No. 41 (as at any time amended or modified), asserting a priority claim in the amount of \$84,495.06. The IRS Claim shall accrue interest at a fixed rate of three percent (3%) per annum.

Judgment Creditors shall mean, collectively, McNaughton-McKay SE Inc., Patton's Inc., and Twin City Clarage.

Lien shall have the meaning given to such term in Section 101(37) of the Bankruptcy Code.

MBE shall mean SC McBurney BioEnergy SRL, a company organized in 2007 under the laws of Romania.

McBurney California shall mean McBurney Corporation of California, a company organized in 1980 under the laws of California.

MPL shall mean McBurney Power Limited, a company organized in 1991 under the laws of British Columbia, Canada.

New Equity Holders shall mean Willard B. McBurney, Franklin Blakeslee McBurney and John C. McBurney, Sr.

Paid in Full shall mean, with respect to the payment or satisfaction of any Claim, the full payment, in Cash or other Estate Property (to the extent that payment with Estate Property other than Cash is authorized under this Plan or the Bankruptcy Code to be made to the Holder of such Claim), of the allowed amount of such Claim, together with post-petition interest, reasonable fees and other charges to the extent that the Holder of such Claim is entitled thereto under this Plan and the Bankruptcy Code, including under Sections 506(b), 511 and 1129 of the Bankruptcy Code.

Payout shall have the meaning ascribed to such term in Section 5.1 of this Plan.

PBGC shall mean the Pension Benefit Guaranty Corporation, a United States government corporation that guarantees the payment of certain pension benefits upon termination of a pension plan covered by Title IV of ERISA.

PBGC Claims shall mean, collectively, the four proofs of claims filed by the PBGC against the Debtor for the Pension Plan, based on the following: (1) underfunding on a termination basis; (2) estimated unpaid minimum funding contributions due to the Pension Plan – a portion of which PBGC asserts is entitled to priority under 11 U.S.C. §§ 507(a)(2), (5); (3) estimated shortfall and waiver amortization charges; and (4) insurance premiums. As of August 31, 2011, PBGC estimates that the underfunded balance of the Pension Plan was \$683,364 and the unpaid minimum funding contributions was approximately \$225,527.

Pension Plan shall mean The McBurney Corporation Defined Benefit Plan and Trust.

Permitted Investments shall mean investments of Cash permitted by Section 8.5 of this Plan.

Person shall mean any individual, corporation, partnership, trust, limited liability partnership, limited liability company, venture, unincorporated organization, other business or commercial association or a Governmental Unit.

Petition Date shall mean July 15, 2011.

Plan shall have the meaning set forth in the Introduction above.

Post-Confirmation Administrative Expenses shall mean the fees, costs and expenses incurred after the Confirmation Date in connection with the administration and consummation of this Plan by the Debtor and the Post-Confirmation Professionals, including operating expenses of the Debtor (including salaries of any employees of the Debtor) and Post-Confirmation Professional Compensation for services rendered (including the review of Claims against the Debtor and the filing of objections thereto and the prosecution of any litigation or enforcement of Causes of Action in connection with this Plan, such as Estate Causes of Action).

Post-Confirmation Professional shall mean an attorney, accountant, appraiser, auctioneer, business consultant or other professional person (whether previously employed by the Debtor in the Case or otherwise), retained by the Debtor to provide services to the Debtor after the Confirmation Date.

Post-Confirmation Professional Compensation shall mean any Claim for Post-Confirmation Administrative Expenses by a Post-Confirmation Professional.

Priority Claim shall mean an Unsecured Claim (or portion thereof) that is an Allowed Claim and is entitled to priority under Section 507 of the Bankruptcy Code, including an Administrative Claim.

Priority Non-Tax Claim shall mean a Priority Claim other than an Administrative Claim or a Priority Tax Claim.

Priority Tax Claim shall mean a Priority Claim that is entitled to priority under Section 507(a)(8) of the Bankruptcy Code and is not a Secured Claim.

Privileges shall mean all attorney-client privileges, work product protections, and other immunities or protections from disclosure held by the Debtor or any of the Debtor Professionals or Post-Confirmation Professionals.

Pro Rata Share shall mean, with respect to a Distribution on account of an Allowed Claim, an amount determined by multiplying such Claim by a fraction, the numerator of which shall be the amount of such Claim and the denominator of which shall be the aggregate amount on such date of all Claims in such Class, including all Disputed Claims in such Class on such date, subject to any Order entered by the Bankruptcy Court estimating the Disputed Claim on a preliminary or final basis for purposes of making the Distribution.

Professional Statement shall mean a billing statement from a Post-Confirmation Professional, describing services rendered and expenses incurred by such professional.

Reorganized Debtor shall mean The McBurney Corporation on and after the Effective Date.

Schedules shall mean the schedules of assets and liabilities, the list of Holders of Equity Interests, and the statement of financial affairs filed with the Bankruptcy Court by the Debtor, including any amendments or supplements thereto.

Secured Claim shall mean a Claim against the Debtor that arose before the Petition Date, to the extent of the value of any valid and unavoidable Lien on Estate Property that secures payment of such Claim.

Secured Creditor Deficiency Claim shall mean the Claim of a creditor against the Debtor for the excess of such creditor's Claim over the value of the Liens securing such Claim.

Sonoco Contract shall mean all contracts, exhibits, schedules, subcontracts and related documents that have been or may be entered into between Sonoco Products Company, the Debtor, and McBurney California in connection with the Sonoco Project.

Sonoco Project shall mean the design and construction of a biomass fired renewable energy facility in Hartsville, South Carolina.

Statutorily Subordinated Claim shall mean a Claim that is subordinated by the Bankruptcy Court, after notice and a hearing, pursuant to Section 510(b) of the Bankruptcy Code.

Tate & Lyle Claim shall mean a General Unsecured Claim against the Debtor that arose or is deemed to have arisen (a) before the Petition Date, and (b) as a consequence of the circumstances giving rise to the Tate & Lyle Action.

Tate & Lyle Action shall mean the litigation commenced on or about February 11, 2011, in State Court of Gwinnett County, Georgia, and subsequently removed to the Northern District of Georgia, entitled The McBurney Corporation v. Tate & Lyle Industries Limited d/b/a Tate & Lyle Sugars Europe, Case No. 1:11-CV-00885-JOF.

Taxes shall mean all federal, state or local taxes, including all net income, alternative minimum, net worth or gross receipts, capital, value added, franchise, profits and estimated taxes, together with any interest, penalties, fines, additions to tax or additional amounts imposed by any Governmental Unit or paid in connection with any item described in this definition.

Taxing Authority shall mean any Governmental Unit having or asserting a Claim for Taxes against the Debtor.

Title 28 shall mean title 28 of the United States Code, 28 U.S.C. §§ 1 et seq.

Unclaimed Property shall mean any funds which are distributed or attempted to be distributed pursuant to this Plan and which are unclaimed, including (a) checks (and the funds represented thereby) that have been returned as undeliverable without a proper forwarding address, (b) funds for checks that have not been presented and paid within ninety (90) days of the check's issuance, and (c) checks (and the funds represented thereby) that were not mailed or delivered because of the absence of a proper address to mail or deliver such property.

United States Trustee shall mean the Office of the United States Trustee for the Northern District of Georgia.

Unpaid Claims Reserve shall mean an account established and maintained by the Debtor for the deposit of Unclaimed Property pursuant to Section 9.8 of this Plan.

Unsecured Claim shall mean a Claim against the Debtor that arose or is deemed to have arisen before the Petition Date, to the extent the amount of such Claim (a) is not secured by any Lien upon any Estate Property or (b) is a Secured Creditor Deficiency Claim.

Voting Deadline shall mean the deadline established by the Bankruptcy Court as the deadline to cast ballots for or against this Plan.

1.2. The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Plan as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. All references to any statute shall include all related rules and implementing regulations and any amendments of same and any successor statutes, rules and regulations; to this Plan or any other agreement, instrument or document shall include any and all amendments, modifications and supplements thereto and any and all restatements, extensions or renewals thereof; to any Person shall mean and include the successors and permitted assigns of such Person; or to "including" shall be understood to mean "including, without limitation" (and, for purposes hereof, the rule of ejusdem generis shall not be applicable to limit a general statement, which is followed by or referable to an enumeration of specific matters to matters similar to the matters specifically mentioned). All calculations and (unless otherwise provided in this Plan) payments are to be made in lawful currency of the United States of America. The phrase "full satisfaction" when used with reference to Distributions on account of a Claim shall mean the full and complete settlement, satisfaction, release and discharge of such Claim.

1.3. Bankruptcy Rule 9006 shall be used to compute any period of time prescribed or allowed by this Plan.

ARTICLE 2

IDENTIFICATION OF CLASSES OF CLAIMS AND EQUITY INTERESTS IMPAIRED AND UNIMPAIRED BY THIS PLAN

2.1. Overview.

(a) All Claims and Equity Interests, except Administrative Claims and Priority Tax Claims, are placed in the Classes set forth below. In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified. A Claim or Equity Interest is placed in a particular Class only to the extent that the Claim or Equity Interest falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Equity Interest falls within the description of such other Classes. A Claim is also placed in a particular Class for the purpose of receiving Distributions pursuant to this Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released or otherwise settled prior to the Effective Date.

2.2. Summary.

2.2.1. Unimpaired Classes of Claims (deemed to have accepted this Plan and, therefore, not entitled to vote on this Plan):

- (a) Class A (Priority Non-Tax Claims) -- Class A shall consist of all Allowed Claims that are Priority Claims other than Administrative Claims and Priority Tax Claims.
- (b) Class B (Secured Claims) -- Class B shall consist of all Allowed Claims that are Secured Claims.

2.2.2. Impaired Classes of Claims and Equity Interests (entitled to vote on this Plan, unless deemed to have rejected this Plan and, therefore, not entitled to vote on this Plan):

- (a) Class C (PBGC Claims) -- Class C shall consist of all Allowed Claims that are PBGC Claims.
- (b) Class D (Convenience Claims) -- Class D shall consist of all Allowed Claims that are Convenience Claims.
- (c) Class E (General Unsecured Claims) -- Class E shall consist of all Allowed Claims that are General Unsecured Claims, excluding Convenience Claims and Intercompany Claims.
- (d) Class F (Intercompany Claims) -- Class F shall consist of all Intercompany Claims.
- (e) Class G (Equity Interests) -- Class G shall consist of all Equity Interests. This Class is deemed to have rejected this Plan and is not entitled to vote on this Plan.

ARTICLE 3

TREATMENT OF ADMINISTRATIVE AND PRIORITY TAX CLAIMS

Administrative and Priority Tax Claims shall be treated in the following fashion:

3.1. Administrative Claims (Other than for Debtor Professional Compensation) and Bar Date. 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 after the Petition 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.

3.2. Debtor Professional Compensation. All Debtor Professionals asserting entitlement to Debtor Professional Compensation for services rendered to the Debtor shall file and serve on the Debtor and the United States Trustee an application for final allowance of such Debtor Professional Compensation not later than sixty (60) days after the Effective Date. Such application may include requests for Debtor Professional Compensation for services rendered or expenses incurred prior to the Effective Date or thereafter in connection with any applications for allowance of Debtor Professional Compensation pending on or filed after the Effective Date, including responding to or otherwise addressing any objections to such Debtor Professional Compensation. All such Debtor Professional Compensation, when and if so awarded, shall be Paid in Full in single Cash payments within thirty (30) days following the date on which the order by the Bankruptcy Court allowing the Debtor Professional Compensation becomes a Final Order, unless the party entitled to payment thereof agrees in writing to a different and less favorable treatment thereof. Debtor Professionals who are required to file and serve applications for final allowance of their Claims for Debtor Professional Compensation and who do not file and serve such applications by the deadline required herein shall be forever barred from asserting such Claims for Debtor Professional Compensation against the Debtor. Objections to any Claim for Debtor Professional Compensation must be filed and served on the Debtor, the United States Trustee, and the Debtor Professional asserting the Claim for Debtor Professional Compensation, not later than thirty (30) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which an application for allowance of such Claim for Debtor Professional Compensation was served.

3.3. Payment of United States Trustee Fees. All fees due the United States Trustee shall be paid in the ordinary course of the Debtor's business, and no proof of claim or application shall be required to be filed.

3.4. Priority Tax Claims.

(a) Except as otherwise provided in subsection (b) of this Section, 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.

(b) The Holder of the IRS Claim shall receive, in full satisfaction of such Claim, forty-eight (48) monthly payments of \$1,867.00 each, beginning on the first (1st) day of the month immediately following the Effective Date, and continuing thereafter on the first (1st) day of each calendar month thereafter. During the repayment period set forth herein, the Debtor must remain in compliance with its obligations to the IRS by timely filing returns (or extensions thereof) and

making federal tax deposits when due. If the Debtor defaults in its obligations to the IRS or the Holder of the IRS Claim, the Debtor shall have thirty (30) days to cure such default following receipt of written notice from the IRS or the Holder of the IRS Claim stating that a default has occurred.

3.5. Expense Reserve for Payments. The Debtor shall cause to be deposited into the Expense Reserve for the benefit of Administrative Claims and Priority Tax Claims, prior to making any other Distribution pursuant to this Plan, an amount in Cash sufficient to pay all Administrative Claims and Priority Tax Claims that are due pursuant to this Article 3, and shall pay all such Administrative Claims and Priority Tax Claims prior to making any other Distribution under this Plan.

ARTICLE 4

TREATMENT OF UNIMPAIRED CLASSES

4.1. Treatment of Class A (Priority Non-Tax Claims). 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.

4.2. Treatment of Class B (Secured Claims).

a. 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 Allowed Class B Claim 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.

b. With respect to the Claim filed by McNaughton-McKay SE Inc. and in full satisfaction thereof, the Debtor has elected to pay McNaughton-McKay SE Inc. the principal amount of its Claim, plus accrued interest, on the earlier to occur of (i) sixty (60) days after entry of the Confirmation Order or (ii) the Effective Date.

ARTICLE 5

IMPAIRED CLASSES AND TREATMENT

5.1. Impaired Classes. Except as otherwise provided in Article 4 of this Plan, all Classes of Claims are impaired under this Plan. If a dispute arises as to whether any Class of Claims is impaired under this Plan, the Bankruptcy Court, after notice and an opportunity for a hearing, shall resolve such controversy. All impaired Classes shall receive one or more Distributions as set forth in this Article on account of, and in full satisfaction of, all Claims against the Debtor and the Estate, and shall have no rights or remedies against the Debtor, the Estate or any Estate Property, except as

specifically set forth in this Plan; provided, however, such restriction shall be without prejudice to the rights of any party in interest to pursue Causes of Action (other than Estate Causes of Action) against Persons other than the Debtor or the Estate or any Estate Property. If and to the extent that any Claim is equitably subordinated pursuant to Section 510(c) of the Bankruptcy Code or otherwise prior to any Distribution under this Plan, then in making such Distribution, the Debtor shall cause Available Cash that would otherwise be distributed to the Holder of such equitably subordinated Claim to be distributed instead to the Holder of the Claim, or ratably to the Holders of Claims, to which such equitably subordinated Claim is subordinated. The treatment of Claims in Classes C, D, E, F, and G shall be as hereinafter set forth.

5.2. Treatment of Class C (PBGC Claims). Unless the PBGC agrees otherwise in writing to a different treatment with the Reorganized Debtor, the Reorganized Debtor shall satisfy the minimum funding standard requirements under 26 U.S.C. §§ 412 and 430 and 29 U.S.C. §§ 1082 and 1083, shall be liable for payment of PBGC premiums in accordance with 29 U.S.C. §§ 1306 and 1307, and shall administer the Pension Plan in accordance with the applicable provisions of ERISA and the Internal Revenue Code. The Reorganized Debtor's obligation to fund the Pension Plan in accordance with ERISA and the Internal Revenue Code shall continue on and after the Effective Date and until such time as the Pension Plan is terminated in accordance with the applicable provisions of ERISA. The Pension Plan shall remain in effect on the Effective Date and shall continue thereafter until terminated in accordance with its terms as amended from time to time. On the Effective Date, the Reorganized Debtor shall cure any funding shortfalls for the Pension Plan with respect to plan years beginning prior to January 1, 2012, which have been estimated by the Pension Plan's actuary to be \$292,548. After the Effective Date, the Reorganized Debtor will make all payments required under the Pension Plan. Nothing in this Plan shall restrict (i) the Reorganized Debtor's ability to terminate, or seek a termination of, the Pension Plan in accordance with ERISA and the Internal Revenue Code on or after the Effective Date; or (ii) the Reorganized Debtor's ability to seek waivers of the minimum funding requirements applicable to the Pension Plan. In the event that the Pension Plan terminates after the Effective Date, the Reorganized Debtor and each member of its controlled group of corporations, trades or businesses as defined in the Internal Revenue Code shall be responsible for all liabilities imposed under Title IV of ERISA subject to any rights and defenses that the Reorganized Debtor or such controlled group member may have. Notwithstanding anything in the Plan, 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 the Confirmation 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.

5.3. Treatment of Class D (Convenience Claims). Class D consists of all Allowed General Unsecured Claims that are Convenience Claims. **The Holder of a General Unsecured Claim that exceeds \$10,000 and that desires treatment as a Convenience Claim must make an election in writing (in the form annexed to the Order of the Bankruptcy Court conditionally approving this Disclosure Statement) and deliver such written election to the Debtor.** On the later to occur of (i) the Initial Distribution Date, if no objection to such Claim has been timely filed by the Claims Objection Deadline, or (ii) the first Distribution Date after the date on which any timely objection to such Convenience Claim is settled, withdrawn or overruled pursuant to Final

Order of the Bankruptcy Court, each Holder of an Allowed Claim in Class D shall receive an amount in Cash necessary to cause fifty percent (50%) of the Payout to be paid. By no later than six (6) months thereafter, each Holder of an Allowed Convenience Claim shall receive an amount in Cash necessary to cause the remaining balance of the Payout to be paid.

5.4. Treatment of Class E (General Unsecured Claims). Class E will consist of all Allowed Claims that are General Unsecured Claims, excluding Convenience Claims and Intercompany Claims. Each Holder of an Allowed Claim in Class E shall be entitled to receive on account of such Holder's Allowed Claim, in full satisfaction thereof, a Pro Rata Share of \$800,000 (calculated based on the aggregate amount of all Allowed Claims in Class E), which will be paid (or reserved in the Disputed Claims Reserve as provided in this Plan) in eight (8) semi-annual payments of \$100,000 each, beginning on the first Business Day that is no later than six (6) months after the Effective Date and continuing once every six (6) months thereafter until the aggregate amount of \$800,000 is paid to Holders of Allowed Claims in Class E. The PBGC and the Holders of Class D Convenience Class or Class F Intercompany Claims shall not be entitled to receive any Distribution made to Holders of Class E General Unsecured Claims.

5.5. Treatment of Class F (Intercompany Claims). All Intercompany Claims will be withdrawn or subordinated to the prior performance by the Debtor of all of its obligations under this Plan with respect to the Holders of Allowed Claims in Classes C, D, and E. Holders of Intercompany Claims shall not share in any Distribution under this Plan to Holders of Allowed Claims in Class E.

5.6. Treatment of Class G (Equity Interests). 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 in Section 8.9 below, the New Equity Holders shall receive the new common, voting equity interests of the Reorganized Debtor in consideration of the Equity Contribution.

ARTICLE 6

TREATMENT OF DISPUTED CLAIMS

6.1. Objections to and Subordination of Claims; Disputed Claims Reserve.

(a) No Person from which property is recoverable pursuant to Sections 542, 543, 550 or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under Sections 522(f), 522(h), 544, 545, 547, 548 or 549, shall have an Allowed Claim unless such Person has paid the amount or turned over any such property for which such Person is liable under Sections 522(i), 542, 543, 544, 545, 550 or 553 of the Bankruptcy Code to the Estate or the Debtor.

(b) At any time prior to the Claims Objection Deadline, the Reorganized Debtor shall be authorized, with respect to those Claims that are not Allowed Claims hereunder or by order of the Bankruptcy Court, (i) to object to any Claims or Equity Interests, (ii) to seek subordination of the whole or any part of a Claim under Section 510(c)(1) of the Bankruptcy Code or other applicable law, and (iii) pursuant to Bankruptcy Rule 9019(b) and Section 105(a) of the Bankruptcy Code, to

compromise and settle Disputed Claims, in accordance with the following procedures, which shall constitute sufficient notice in accordance with the Bankruptcy Code and the Bankruptcy Rules for compromises and settlements of Disputed Claims:

(i) If the resulting settlement provides for an Allowed Claim in an amount equal to or less than \$100,000, the Debtor may settle the Disputed Claim and execute necessary documents, including a stipulation of settlement or release, in its sole and absolute discretion without notice to or the consent of any party and without further order of the Bankruptcy Court; and

(ii) If the resulting settlement provides for an Allowed Claim in an amount greater than \$100,000, the Debtor shall be authorized and empowered to settle such Disputed Claim and to execute necessary documents, including a stipulation of settlement or release, only upon entry of an order by the Bankruptcy Court approving such settlement, after such notice and an opportunity for interested parties to be heard as the Bankruptcy Court may direct.

(c) From and after the Effective Date, the Reorganized Debtor shall be authorized to seek subordination of any Claim pursuant to Section 510(c)(1) of the Bankruptcy Code. If the Bankruptcy Court, after notice and a hearing, enters an order subordinating any such Claim pursuant to Section 510(c)(1) of the Bankruptcy Code, then such Claim shall be entitled to treatment under this Plan in accordance with the terms of the Bankruptcy Court's subordination order with respect to such Claim.

(d) On or before the Initial Distribution Date, the Reorganized Debtor shall deposit in the Disputed Claims Reserve from any Distributions made or to be made in accordance with this Plan to Holders of Priority Non-Tax Claims or General Unsecured Claims, for the benefit of each Holder of a Disputed Claim in either of such Classes, an amount equal to the Pro Rata Share that would have been distributed to the Holder of such Disputed Claim if such Disputed Claim had been an Allowed Claim in such Class on the date of such Distribution (or such lesser amount as may be estimated by the Bankruptcy Court). The Reorganized Debtor shall distribute to the Holder of any Disputed Claim that has been subsequently allowed by Final Order, but only to the extent of the allowed amount of such Claim, all Cash or other Estate Property that such Holder would have been entitled to receive on account of the allowed amount of such Holder's Claim if such Claim had been an Allowed Claim in such amount on the Effective Date. If any Disputed Claim is subsequently disallowed by Final Order, or is allowed in an amount less than the amount claimed by the Holder of such Disputed Claim, then any funds that have been deposited in the Disputed Claims Reserve based upon the disallowed portion of the amount claimed by the Holder of the Disputed Claim shall be deposited into the Disbursement Account and redistributed to the Holders of Allowed Claims in accordance with Section 9.4 of this Plan. If a Claim is a Disputed Claim, in whole or in part, because the Debtor asserts a right of offset against such Disputed Claim or recoupment against the Holder of such Disputed Claim, then if and to the extent the Claim giving rise to such offset or recoupment is sustained by a Final Order, the Disputed Claim shall be reduced or eliminated and, to the extent such offset or recoupment exceeds in amount the Disputed Claim and unless otherwise provided by applicable law, the Holder of such Claim shall be required to pay to the Debtor the amount of such offset or recoupment less the amount in which such Disputed Claim would otherwise have been allowed absent such offset or recoupment.

6.2. Estimation of Claims. From and after the Effective Date, but prior to the Claims Objection Deadline, the Reorganized Debtor may at any time request the Bankruptcy Court to estimate for voting or distribution purposes any contingent or unliquidated Claim or any Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code, regardless of whether the Debtor previously objected to or sought to estimate such Claim. The Bankruptcy Court shall retain jurisdiction to consider any request to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. Unless otherwise provided in an order of the Bankruptcy Court, if the Bankruptcy Court estimates any contingent or unliquidated Claim or any Disputed Claim, the estimated amount shall constitute either the allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court; provided, however, that, if the estimate constitutes the maximum limitation on such Claim, the Debtor may elect to pursue supplemental proceedings to object to any ultimate allowance of such Claim; and provided further, however, that the foregoing is not intended to limit the rights granted by Section 502(j) of the Bankruptcy Code. All of the aforementioned Claims, objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another.

ARTICLE 7

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1. Assumption of Executory Contracts and Unexpired Leases. 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.

7.2. Payment Related to Assumption of Contracts and Leases. Each executory contract or unexpired lease that is assumed under this Plan and that is in default may be cured solely by a Cure. The Debtor believes and asserts that it is not in default under any executory contract or unexpired lease to be assumed hereunder and that no Cure is owed by the Debtor. Any party to an executory contract or unexpired lease who wishes to assert that a Cure is required as a condition to the Debtor's assumption of such contract or lease must file with the Bankruptcy Court a proposed claim (a "Cure Claim") within twenty (20) days after the entry of the Confirmation Order. After the filing of such Cure Claim, the Debtor shall have twenty (20) days to file any objections thereto. If there is a dispute regarding (a) the nature or amount of any Cure, (b) the ability of the Debtor or the Reorganized Debtor, as applicable, to provide "adequate assurance of future performance" (within the meaning of Section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption or assignment of such contract or lease, the matter shall be set for hearing by the Bankruptcy Court on the next available hearing date, or such other date as may be mutually agreed upon, and the required Cure shall occur following the entry of a Final Order

of the Bankruptcy Court resolving the dispute and approving the assumption or the assumption and assignment, as the case may be; provided, however, the Debtor or Reorganized Debtor shall have the right to reject the contract or lease for a period of ten (10) days after entry of a Final Order establishing a Cure amount in excess of the amount that the Debtor believed was the proper amount for a Cure. If the Cure amount is not disputed, the Debtor shall pay the Cure Claim, if any, to the claimant within thirty (30) days after the Debtor's receipt of service of the Cure Claim. Disputed Cure amounts that are resolved by agreement or Final Order shall be paid by the Debtor or the Reorganized Debtor within thirty (30) days after such agreement or Final Order.

7.3. Non-waiver of Claims. Nothing contained in this Plan shall constitute or be deemed a waiver of any Claim or Cause of Action that the Debtor or the Reorganized Debtor may hold against any Person, including an insurer, under any of the Insurance Policies.

7.4. Rejection Damages Bar Date. If the rejection by the Reorganized Debtor (pursuant to this Plan or otherwise) of an executory contract or unexpired lease results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Reorganized Debtor or the Estate, or with respect to any Estate Property, unless a proof of claim is filed and served upon counsel to the Debtor or Reorganized Debtor on or before the Bar Date or, if after the Effective Date, within thirty (30) days after service of the later of (a) notice of the Confirmation Order or (b) other notice from the Reorganized Debtor that the executory contract or unexpired lease has been rejected. Except as otherwise provided in this Plan, any Allowed Claims arising out of the rejection of an executory contract or unexpired lease shall be treated in accordance with the provisions relating to Class E (General Unsecured Claims).

7.5. Sonoco Contract. The Debtor expressly assumes the Sonoco Contract, which is not in default. Assumption of the Sonoco Contract does not require any Cure payment by the Debtor.

7.6. Compensation and Benefit Programs. On and after the Effective Date, all employment and severance policies, and compensation and benefit plans, policies and programs of the Debtor applicable to its employees, retirees, non-employee directors, and independent contractors, including all healthcare plans, disability plans, severance benefit plans, and life, disability, accidental death and dismemberment insurance plans, entered into before or after Petition Date and not since terminated, shall be deemed to be, and shall be treated as if they were, executory contracts that are to be assumed under this Plan. The Debtor's obligations under such plans and programs shall survive confirmation of the Plan, except for (i) executory contracts or benefit plans specifically rejected pursuant to this Plan and (ii) such executory contracts or employee benefit plans as have previously been rejected, are the subject of a motion to reject as of the Confirmation Date, or have been specifically waived by the beneficiaries of any employee benefit plan or contract.

ARTICLE 8

POST-CONFIRMATION GOVERNANCE AND MANAGEMENT

8.1. Continued Corporate Existence and Business. From and after the Effective Date, the Debtor shall (a) continue to exist in accordance with the laws of the State of Georgia and pursuant to the Articles of Incorporation, By-laws and/or other applicable organizational documents in effect prior to the Effective Date, except to the extent such organizational documents are amended in

accordance with this Plan, (b) become the Reorganized Debtor, and (c) continue in business, subject to the terms and conditions of this Plan. All property of the Debtor shall, as of the Effective Date, vest in the Reorganized Debtor. The Reorganized Debtor shall, among other things, remain in business for the purpose of (i) continuing to operate its business, (ii) enforcing and prosecuting Claims, interest, rights and privileges of the Debtor and the Estate, including prosecuting Estate Causes of Action, (iii) resolving Disputed Claims, and (iv) administering this Plan and taking such actions as are necessary to effectuate this Plan.

8.2. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of the Debtor shall be deemed amended, as and to the extent necessary or desirable, to satisfy and implement the provisions of this Plan and the Bankruptcy Code.

8.3. Reorganized Debtor. The duties and powers of the Reorganized Debtor shall include, and not be limited to, the ability to: (i) exercise all power and authority that may be necessary to implement this Plan, to commence and prosecute all proceedings that may be commenced and take all appropriate actions permitted by law not inconsistent with this Plan; (ii) maintain all bank accounts, to make Distributions and take other actions consistent with this Plan, including the maintenance of appropriate reserves, in accordance with this Plan; (iii) make decisions regarding the retention or engagement of professionals or other persons by the Reorganized Debtor and to pay, without need for additional Bankruptcy Court approval, all reasonable fees and expenses of the Reorganized Debtor and the Estate accruing from and after the Effective Date; (iv) take all other actions not inconsistent with the provision of this Plan which the Reorganized Debtor, in its discretion, deems necessary or desirable in connection with the administration and confirmation of this Plan; and (v) exercise such other powers as may be vested in the Reorganized Debtor by order of the Bankruptcy Court. Following the Effective Date, the Reorganized Debtor may engage in any business activities or take any action as allowed by applicable non-bankruptcy law, the Articles of Incorporation and the Bylaws, including those actions that the Reorganized Debtor, in its discretion, deems necessary to consummate this Plan. On and after the Effective Date, the Reorganized Debtor may take any of the foregoing actions without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than any restriction expressly imposed by this Plan or the Confirmation Order.

8.4. Officers and Directors of the Reorganized Debtor. From and after the Effective Date, the following Persons shall continue to serve as the officers and directors of the Reorganized Debtor and, in those capacities, shall be authorized to (a) manage, control and operate the Reorganized Debtor, its business and all Estate Property, and (b) execute, deliver, file or record such documents, instruments, releases and other agreements and to take such actions as may be necessary or appropriate to effectuate and to further evidence the terms and conditions of this Plan:

Officers

President:	Franklin Blakeslee McBurney
Chief Financial Officer:	John Curtis McBurney, Sr.
Secretary:	John Curtis McBurney, Sr.

Board of Directors

Chairman:	Franklin Blakeslee McBurney
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Member: John C. McBurney, Sr.
Member: Willard B. McBurney

Each such Person has agreed to serve in such officer capacity for the four-year term of this Plan at the beginning salary set forth below, plus continued pre-petition benefits, with annual cost of living adjustments determined by the Reorganized Debtor's Board of Directors effective as of January 1 of each year of the four-year term of this Plan in an amount not to exceed five percent (5%) per annum:

F. Blakeslee McBurney	\$165,000
John McBurney	\$165,000

After the Effective Date, the Reorganized Debtor shall be authorized to elect such new or successor officers and directors as the Reorganized Debtor may from time to time decide and as is consistent with the Articles of Incorporation, Bylaws and applicable non-bankruptcy law.

8.5. Post-Confirmation Management. On and after the Effective Date, the Reorganized Debtor shall be authorized to exercise all of the rights and powers, and shall discharge all of the duties, conferred upon the Reorganized Debtor under this Plan. The Reorganized Debtor shall retain and have all of the rights, powers and duties necessary to carry out its responsibilities under this Plan, and all such rights, powers and duties shall be exercisable by the Reorganized Debtor pursuant to this Plan. Without limiting the generality of the foregoing, the Reorganized Debtor shall have the rights, powers, and duties of a trustee under Sections 704(a)(1), (2), (4), (5) and (7) and 1106(a)(6) and (7) of the Bankruptcy Code, and the rights and duties set forth in this Plan, and (without duplication) the following specific rights and powers (except as otherwise conditioned or limited by this Plan): (i) to employ on behalf of the Reorganized Debtor and compensate Post-Confirmation Professionals (whether or not currently employed by the Reorganized Debtor) pursuant to the procedures set forth in this Plan; (ii) to sell Estate Property; (iii) to review, investigate and (if appropriate) object to or seek equitable subordination of Claims against or Equity Interests in the Reorganized Debtor and/or Estate Property; (iv) to investigate, prosecute and/or settle all Estate Causes of Action; (v) to voluntarily engage in arbitration or mediation with respect to any Estate Cause of Action; (vi) to invest the Reorganized Debtor's Cash in (a) direct obligations of the United States of America or obligations of any agency or instrumentality thereof that are guaranteed by the full faith and credit of the United States of America, (b) money market deposit accounts, checking accounts, savings accounts or certificates of deposit, or other time deposit accounts that are issued by a commercial bank or savings institution organized under the laws of the United States of America or any state thereof, or (c) any other investments that are determined by the Reorganized Debtor to be necessary or appropriate; (vii) to calculate and make all Distributions to be made pursuant to this Plan; (viii) to prepare (or cause to be prepared) and file Tax returns for the Reorganized Debtor; (ix) to seek estimation of contingent or unliquidated Claims under Section 502(c) of the Bankruptcy Code or determinations of Tax liabilities under Section 505 of the Bankruptcy Code; (x) to obtain financing for the Reorganized Debtor, on such terms as the Debtor deems necessary or advisable, to be used in connection with the efforts of the Reorganized Debtor to maximize the value of the Estate; and (xi) to take all other actions in furtherance of the implementation of this Plan. The retention by the Reorganized Debtor of any Post-Confirmation Professionals shall be done in the ordinary course of business and shall not be subject to the prior approval of the Bankruptcy Court. The Reorganized Debtor shall file with the Bankruptcy Court periodic reports (no less frequently

than on an annual basis) regarding the status of the Reorganized Debtor's implementation of this Plan and the discharge of its duties hereunder.

8.6. Compensation of Post-Confirmation Professionals. Any Post-Confirmation Professionals retained by the Reorganized Debtor shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred from available funds of the Estate. The payment of fees and expenses of any Post-Confirmation Professional retained by the Reorganized Debtor shall be made in the ordinary course of business and shall not be subject to the prior approval of the Bankruptcy Court.

8.7. Employee Benefits. From and after the Effective Date, the Reorganized Debtor intends to continue (or continue as modified or replaced) the existing employee benefit policies, plans and agreements, including but not limited to: (a) medical, dental, vision, accident, life and disability insurance; (b) sick pay, short-term disability and long-term disability insurance; and (c) vacation and holiday pay. As of the Petition Date, the Reorganized Debtor shall have the authority, as determined by Reorganized Debtor's board of directors, to: (a) maintain, amend or revise existing employment, retirement, welfare, incentive, severance, indemnification and other agreements with its active and retired directors, officers, and employees, subject to the terms and conditions of any such agreements; and (b) enter into new employment, retirement, welfare, incentive, severance, indemnification and other agreements for active and retired directors, officers, and employees.

8.8. Reinstatement and Continuation of Insurance Policies. From and after the Effective Date, each of the Debtor's Insurance Policies in existence as of the Effective Date shall be reinstated and continued in accordance with its terms and, to the extent applicable, shall be deemed assumed by the Reorganized Debtor pursuant Section 365 of the Bankruptcy Code and Section 7.1 of this Plan.

8.9. Cancellation of Existing Equity Interests and Issuance of New Equity Interests. Upon the Effective Date, all then existing Equity Interests in or issued by the Debtor will be canceled and will no longer represent an ownership interest (or right to acquire an ownership interest) in the Debtor. On or promptly after the Effective Date, new shares of Class A Common Stock in the Reorganized Debtor will be issued to the New Equity Holders in consideration of the Equity Contribution.

8.10. Privileges. The Reorganized Debtor shall retain all Privileges, without waiver, and no Privileges shall be waived by disclosure in accordance with this Plan to any Person of any information of the Reorganized Debtor subject to attorney-client privileges, work product protections or other immunities or protections from disclosure. All stipulations and agreements entered into prior to the Effective Date between the Reorganized Debtor and any other Person regarding preservation of any Privileges on behalf of the Reorganized Debtor shall continue in effect after the Effective Date.

ARTICLE 9

MEANS OF IMPLEMENTATION OF THIS PLAN

This Plan shall be implemented as follows:

9.1. Plan Funding. This Plan will be funded by the net proceeds (after normal and reasonable operational expenses) of the Reorganized Debtor's business operations, the Equity Contribution, and the net proceeds received (after reasonable attorneys' fees and expenses) from resolution of the Tate & Lyle Action and other Causes of Action. The Debtor does not anticipate the need for additional financing to fund and implement this Plan but retains the right to obtain any financing post-confirmation which the Reorganized Debtor in its discretion deems necessary or appropriate for the continuation of its business or for implementation of this Plan.

9.2. Disbursement Account; Records.

(a) No later than thirty (30) days after the Effective Date, the Reorganized Debtor shall establish the Disbursement Account to be used for the purpose of making all Distributions. The Reorganized Debtor may from time to time deposit Cash received by the Reorganized Debtor into the Disbursement Account to fund the payments required hereunder. If on any date the Expense Reserve has insufficient Cash from which to pay any Post-Confirmation Administrative Expenses then due and payable, the Reorganized Debtor may transfer Cash from the Disbursement Account or use the net proceeds from its business operation to cure any such insufficiency. Cash in the Disbursement Account, the Expense Reserve, and the Disputed Claims Reserve may be invested in Permitted Investments, giving due regard to the Reorganized Debtor's need for the availability of sufficient funds to make Distributions authorized or required by this Plan on a timely basis.

(b) The Reorganized Debtor shall maintain records of all Allowed Claims and all Disputed Claims, including the amount and classification of each such Claim, the name and address of the Holder thereof, and the amount of each periodic Distribution with respect to each Claim. The Reorganized Debtor shall update these records as required to reflect changes in any of the information maintained with respect to the Claims, including the change in the status of previously Disputed Claims that have become Allowed Claims. Promptly after a Final Order is entered recognizing a Disputed Claim as an Allowed Claim, the Reorganized Debtor shall amend the records maintained in accordance with this Plan to delete such Disputed Claim from the list of Disputed Claims and add such Claim, in the amount allowed, to the list of Allowed Claims.

9.3. Resolution of Claims and Causes of Action. Upon the Effective Date, the Reorganized Debtor shall have the sole and exclusive responsibility and authority to, among other things, (i) prosecute or settle of all Estate Causes of Action; (ii) maintain the Disbursement Account, the Expense Reserve, and the Disputed Claims Reserve; (iii) transfer funds to and from any of such accounts to the extent deemed necessary to implement the provisions of this Plan; and (iv) review all Claims, make objections thereto, and settle any and all such objections in accordance with the terms of this Plan. Without limiting the generality of the foregoing, the Reorganized Debtor shall have the sole and exclusive responsibility and authority to investigate and prosecute Estate Causes of Action and to settle any such Estate Causes of Action on such terms and conditions as the Debtor believes to be appropriate, subject to all of the terms and conditions of this Plan. All net proceeds realized in connection with the collection, sale or other disposition of any Estate Property or the prosecution or

settlement of any Causes of Action shall be deposited in accordance with Section 9.2 of this Plan and disbursed as provided in Section 9.4 of this Plan.

9.4. Distributions.

(a) Except as otherwise provided in Sections 3.1 through 3.4 hereof or as ordered by the Bankruptcy Court, the initial Distribution on account of any Allowed Claims shall be made within thirty (30) days after the Effective Date (such date being referred to as the "Initial Distribution Date"). Any Distribution required to be made on a day other than a Business Day shall be made on the next succeeding Business Day. After the Initial Distribution Date, additional Distributions shall be made on account of Allowed Claims at such times and in such amounts as the Reorganized Debtor deems appropriate, in its discretion.

(b) Notwithstanding any other provision of the Plan, no Distribution shall be made under the Plan to the Holder of any Disputed Claim. Within thirty (30) days following the entry of an order that becomes a Final Order allowing, in whole or in part, a Disputed Claim, the Reorganized Debtor shall distribute an amount of Cash from the Disputed Claims Reserve that represents the Pro Rata Share that the Holder of such Claim would have been entitled to receive based upon the amount of the Disputed Claim that is allowed by such Final Order.

(c) With regard to Post-Confirmation Professional Compensation, the Reorganized Debtor shall distribute within thirty (30) days after the receipt of a Professional Statement, an amount from the Expense Reserve (or, if the Expense Reserve is without sufficient funds to pay same after making provision for the payment of Administrative Claims and Priority Tax Claims pursuant to Article 3 hereof, from Available Cash) necessary to pay such Professional Statement. Post-Confirmation Administrative Expenses, other than Post-Confirmation Professional Compensation, shall be paid by the Reorganized Debtor in the ordinary course of the Reorganized Debtor's business.

(d) Unless otherwise specifically provided for in this Plan or required by applicable bankruptcy law, post-petition interest, fees (including attorneys' fees) and other charges shall not accrue or be paid on any Claim, and no Holder of a Claim shall be entitled to interest or attorney's fees accruing on or after the Petition Date with respect to the Claim of such Holder. Distributions made on account of any Allowed Claim in respect of which any interest or attorneys' fees accrue after the Petition Date pursuant to this Plan or applicable bankruptcy law shall be deemed to be applied first in payment of the principal amount of such Claim and thereafter to accrued and unpaid interest and attorneys' fees in respect of such Claim.

(e) Distributions shall be made by the Reorganized Debtor to each Holder of an Allowed Claim at the address for such Holder as set forth on the Schedules, unless such address is superseded by proofs of claim or transfers of claim filed pursuant to Bankruptcy Rule 3001 (or at the last known address of such Holder if the Reorganized Debtor has been notified in writing of a change of address).

(f) If a Distribution to any Holder is returned to the Reorganized Debtor as undeliverable, such undeliverable Distribution shall be held by the Reorganized Debtor and no further attempt will be made to deliver such Distribution until the applicable Holder notifies the Reorganized Debtor, in writing, of such Holder's then-current mailing address. Furthermore, the

Reorganized Debtor will make no attempt to make any further Distributions that such Holder might otherwise be entitled to, until such time as the Reorganized Debtor has received in writing such Holder's then-current mailing address. A Holder whose Distribution was undeliverable and who does not deliver a written notice to the Reorganized Debtor of such Holder's then-current mailing address within the later of (i) two years after the Effective Date or (ii) six months after the last date on which a Distribution was deliverable to such Holder, will have its Claim, or any remaining portion thereof, discharged and will be banned from asserting any such claims against the Reorganized Debtor.

(g) Notwithstanding any other provision of this Plan, the Reorganized Debtor shall not be required to make any Distribution to a Holder in fractions of dollars. Whenever any payment of a fraction of a dollar would otherwise be called for, the actual payment made shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down. The Reorganized Debtor shall have no obligation to make a Distribution on account of Allowed Claims (other than Convenience Claims) if the aggregate amount of such Distribution is less than \$50,000, or on account of a particular Allowed Claim if the amount to be distributed is less than \$100 and does not constitute a final Distribution on account of such Claim.

(h) The Reorganized Debtor may, pursuant to applicable bankruptcy or non-bankruptcy law, set off against any Allowed Claim and the Distributions to be made pursuant to this Plan on account thereof (before any Distribution is made on account of such Claim by the Reorganized Debtor), the amount of all claims, rights and Causes of Action of any nature that the Reorganized Debtor may have against the Holder of such Allowed Claim (including any Holder of any Tate & Lyle Claim); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor of any such claims, rights or Causes of Action that the Reorganized Debtor may possess against such Holder; and provided further, however, that nothing contained herein is intended to limit the ability of any Holder of an Allowed Claim to effectuate rights of setoff or recoupment preserved or permitted by the provisions of Sections 553, 555, 559 or 560 of the Bankruptcy Code or pursuant to any common law right of setoff or recoupment.

(i) Any Distribution to be made by the Reorganized Debtor pursuant to this Plan shall be deemed to have been timely made if made within thirty (30) days after the time therefore specified in the Plan. Except as otherwise provided in this Plan, no interest shall accrue or be disbursed with respect to any Distribution as a consequence

9.5. Distributions Based Upon Amended Schedules. The Reorganized Debtor shall have the authority to amend the Schedules with respect to any Claim and to make Distributions based on such amended Schedules without approval of the Bankruptcy Court. If any such amendment to the Schedules reduces the amount of a Claim or changes the nature or priority of a Claim, the Reorganized Debtor shall provide the holder of such Claim with notice of such amendment and such holder shall have 20 days to file an objection to such amendment with the Bankruptcy Court. If no such objection is timely filed, the Reorganized Debtor may proceed with Distributions based on such amended Schedules without approval of the Bankruptcy Court. The Bankruptcy Court will only schedule a hearing relating to an amendment to the Schedules if an objection thereto is timely filed.

9.6. Settlement of Causes of Action. From and after the Effective Date, the Reorganized Debtor shall be authorized pursuant to Bankruptcy Rule 9019(b) and Section 105(a) of the

Bankruptcy Code to compromise and settle any Estate Cause of Action (including any Estate Cause of Action arising in connection with the Tate & Lyle Action) in accordance with the following procedures, which shall constitute sufficient notice in accordance with the Bankruptcy Code and the Bankruptcy Rules for compromises and settlements:

(a) If the resulting settlement provides for settlement of an Estate Cause of Action in an amount equal to or less than \$500,000, then the Debtor may settle the Estate Cause of Action and may execute necessary settlement documents, including a stipulation of settlement or release, in its sole discretion, without other notice to any Person and without further order of the Bankruptcy Court.

(b) If the resulting settlement involves an Estate Cause of Action in an amount exceeding \$500,000, then the Debtor shall seek Bankruptcy Court approval of the settlement in accordance with Bankruptcy Rule 9019, before any such settlement shall become effective and enforceable against the Reorganized Debtor; provided, however, that Bankruptcy Court approval shall not be required after the Bankruptcy Case is closed in accordance with Section 13.2 of this Plan.

9.7. Method of Distributions; Transferred Claims.

(a) Any Distribution of Cash by the Reorganized Debtor pursuant to this Plan shall be made, at the option and in the sole discretion of the Reorganized Debtor, by check drawn on, or wire transfer from, a domestic bank selected by the Reorganized Debtor. Checks issued by the Reorganized Debtor on account of Allowed Claims or Equity Interests shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any checks shall be made directly to the Reorganized Debtor by the Holder of the Allowed Claim or Equity Interest with respect to which such check originally was issued. Any Claim in respect of such a voided check shall be made on or before one hundred twenty (120) days after the date of issuance of such check, if such check represents a Final Distribution hereunder on account of such Claims or Equity Interest. After such date, all Claims in respect of such voided check shall be forever barred, and the Reorganized Debtor shall retain all monies related thereto for the sole purpose of re-distributing such amounts to Holders of Allowed Claims or Equity Interests in accordance with the terms and provisions of this Plan.

(b) The initial Distribution under this Plan shall be made by the Reorganized Debtor to the Holders of Allowed Claims as of the Confirmation Date. Except as provided in Rule 3001(e) of the Bankruptcy Rules, the Reorganized Debtor shall have no obligation to recognize any transfer of a Claim occurring before or after the Confirmation Date and shall be required instead to recognize and deal for all purposes herein only with those Holders listed on the Schedules or on the register of proofs of claim and of assignments of claim maintained by the Clerk of the Bankruptcy Court, or the agent of the Clerk of the Bankruptcy Court appointed for such purpose in the Case, as of the close of business on the Confirmation Date. No transfer of any Claim shall be recognized unless (a) not less than thirty (30) days prior written notice has been provided to the Reorganized Debtor and (b) such transfer fully complies with the provisions of Bankruptcy Rule 3001.

(c) Notwithstanding anything herein to the contrary, disbursements from the Disbursement Account may be deferred or delayed for a reasonable time by the Reorganized Debtor, in its discretion, if such deferral is deemed necessary to allow Permitted Investments to reach

maturity, if additional time is deemed needed to make a proper Distribution, or if the receipt of additional funds is deemed necessary to make meaningful payments.

9.8. Unclaimed Property.

(a) Unclaimed Property shall be deposited in the Unpaid Claims Reserve to be held for the benefit of the Holders of Allowed Claims entitled thereto under the terms of this Plan. For a period of the later of (i) one hundred eighty (180) days following the Initial Distribution Date or (ii) one hundred twenty (120) days after a Distribution is first made to a Holder on account of which Unclaimed Property first results (said period being hereinafter referred to as the "Claiming Period"), Unclaimed Property shall be held in the Unpaid Claims Reserve solely for the benefit of the Holders of Allowed Claims which have failed to claim the Unclaimed Property. During the Claiming Period, Unclaimed Property due the Holder of an Allowed Claim shall be released from the Unpaid Claims Reserve and delivered to such Holder upon presentation of proper proof by such Holder of its entitlement thereto. If there is Unclaimed Property in the Unpaid Claims Reserve with regard to any Claim, then until such Unclaimed Property is claimed or the Claiming Period with regard to the Holder of such Claim has expired, the Debtor shall make all subsequent Distributions on account of such Claim to the Unpaid Claims Reserve. After the Claiming Period with regard to such Holder has expired, no subsequent Distributions shall be made on account of such Claim, and such Claim shall be treated as being disallowed, waived and satisfied.

(b) At the end of the applicable Claiming Period for the Holder of an Allowed Claim, such Holder shall cease to be entitled to any Unclaimed Property, and the Unclaimed Property shall then be transferred to the Disbursement Account or the Expense Reserve; provided, however, that if there is any Unclaimed Property in the Unpaid Claims Reserve as a result of the Final Distribution (as set forth in Section 9.4 of this Plan) and such Unclaimed Property remains in the Unpaid Claims Reserve after expiration of the Claiming Period, such Unclaimed Property shall be used first to satisfy any Post-Confirmation Administrative Expenses and then shall be transferred to the Disbursement Account. Upon the making of such payment, the Debtor shall file a written report with the Bankruptcy Court listing the Holders of Allowed Claims who would have been entitled to any Unclaimed Property, each such Holder's last known address (if any), and the principal amount of each such Holder's Claim as reflected in the records of Allowed Claims.

(c) The Unpaid Claims Reserve may (but need not) be maintained as an interest bearing account. Any interest earned thereon shall be paid to the Disbursement Account, and no Holder entitled to funds from the Unpaid Claims Reserve shall be entitled to interest with regard to the amounts due to such Holder.

9.9. Release of Judgment Liens. Upon (i) the payment of the Allowed Claim of any Judgment Creditor in accordance with this Plan or (ii) the determination by the Bankruptcy Court that the Judgment Creditor's lien is void, such Judgment Creditor shall take all actions necessary to show as a matter of record that the Lien securing such Claim has been satisfied, including filing with the appropriate court a satisfaction of the underlying judgment of such Claim and recording a satisfaction or release of any writ of fieri facias issued with respect to such judgment in each jurisdiction in which such writ is recorded. If any such Judgment Creditor does not take the steps necessary to release any such Lien in accordance with this Section within ten (10) after receiving a written request from the Debtor or the Reorganized Debtor, either the Debtor or the Reorganized Debtor may obtain an order from the Bankruptcy Court releasing such Lien and authorizing the clerk

of the appropriate court, or such other Person as the Bankruptcy Court may designate, to execute all documents on behalf such Judgment Creditor that are necessary to release such Lien of record. The Debtor or the Reorganized Debtor also may seek such injunctive declaratory and monetary relief against such Judgment Creditor as may be necessary to enforce this Section and the other provisions of this Plan.

9.10. Bankruptcy Court Supervision. Maintenance and distribution of Available Cash and administration of this Plan by the Debtor or the Reorganized Debtor shall be subject to supervision of the Bankruptcy Court on application of any interested party.

9.11. Amendments to Claims. A Claim may be amended (a) at any time prior to the applicable Bar Date, only as agreed upon by the Debtor or the Reorganized Debtor and the Holder of such Claim or as otherwise permitted by the Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules or applicable law; or (b) after the applicable Bar Date, to decrease (but not increase) the amount of such Claim. Any amendment to a Claim (other than amendments described in clause (b) of this Section 9.11 and amendments to Claims pursuant to Section 7.1 of this Plan based upon the rejection of an executory contract or unexpired lease) filed after the deadline described in clause (a) hereof shall be deemed disallowed and expunged without further action by the Debtor, the Reorganized Debtor or the Bankruptcy Court unless the Holder of such Claim obtained prior Bankruptcy Court approval to file such amendment.

9.12. Books and Records.

(a) Except as otherwise provided in Section 9.13 of this Plan, the Debtor and the Reorganized Debtor shall preserve all Books and Records now or hereafter in its possession; provided, however, that all such Books and Records shall remain subject to any applicable Privileges.

(b) Any Person in possession of any originals or copies of Books and Records, if so requested by the Debtor or the Reorganized Debtor, shall promptly produce such Books and Records to the Debtor or the Reorganized Debtor, unless such Person objects to such production, in which event such Person shall register such objection by promptly filing for a protective order with the Bankruptcy Court, and the Bankruptcy Court shall resolve any such objection after notice and a hearing.

9.13. Abandonment of Estate Property. The Reorganized Debtor may abandon, destroy or contribute to a charitable organization any item of tangible Estate Property (other than, for the avoidance of doubt, Estate Causes of Action), which the Reorganized Debtor determines to be of inconsequential value, without notice to any other Person.

9.14. Withholding and Reporting Requirements. Each Person who receives a Distribution under this Plan shall have the sole responsibility for the satisfaction and payment of any Taxes imposed on such Person by any Governmental Unit, including income, withholding and other Tax obligations, on account of such Distribution. The Reorganized Debtor shall have the right, but not the obligation, to withhold a Distribution to any Holder until such Holder has made arrangements satisfactory to the Reorganized Debtor for payment of any Tax obligations and, if the Debtor fails to withhold with respect to any Holder's Distribution, and is later liable for the amount of such withholding, the Holder shall reimburse the Reorganized Debtor. The Debtor may require, as a

condition to the receipt of a Distribution, that the Holder complete the appropriate Form W-8 or Form W-9, as applicable, to each Holder and, if the Holder fails to comply with such a request within sixty (60) days, such Distribution shall be deemed Unclaimed Property and deposited in the Unpaid Claims Reserve.

9.15. Assets Held in Escrow. If on the Effective Date the Reorganized Debtor holds any Cash or other Estate Property in an escrow account pursuant to an order of the Bankruptcy Court pending resolution of any Cause of Action, dispute or Claim, then the Reorganized Debtor shall continue to hold such Estate Property in such escrow account until further order of the Bankruptcy Court or settlement and compromise of such Cause of Action, dispute or Claim in accordance with the provisions of this Plan.

ARTICLE 10

EFFECT OF CONFIRMATION

10.1. Vesting of Assets. Except as may be otherwise stated in this Plan, the Debtor shall be vested on the Confirmation Date with all Estate Property free and clear of all Claims, Liens and interests not expressly retained under this Plan. All Estate Property (including all Estate Causes of Action) shall remain vested in the Estate on and following the Effective Date and shall continue to be subject to the jurisdiction of the Bankruptcy Court following confirmation of this Plan until distributed to Holders of Allowed Claims in accordance with the provisions of this Plan and the Confirmation Order. After the Effective Date, the Reorganized Debtor shall continue to hold all rights, privileges, powers and immunities under and with respect to Estate Causes of Action to the same extent that such rights, privileges, powers and immunities existed on or before the Effective Date, unless and to the extent settled or compromised by the Debtor, with approval of the Bankruptcy Court, prior to the Effective Date. From and after the Effective Date, all Estate Property shall be distributed or otherwise dealt with in accordance with the provisions of this Plan and the Confirmation Order.

10.2. Discharge of Claims. Except as provided herein or the Confirmation Order, the rights afforded under this Plan and the treatment of Claims and Interests under this Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims and termination of all Interests arising on or before the Effective Date, including any interest accrued on Claims from the Petition Date. Except as provided herein or in the Confirmation Order, confirmation of this Plan will, as of the Effective Date: (a) discharge the Debtor from all Claims or other debts and Interests that arose on or before the Effective Date, and all debts of the kind specified in Section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) a proof of Claim based on such debt is filed or deemed filed pursuant to Section 501 of the Bankruptcy Code, (ii) a Claim based on such debt is allowed pursuant to Section 502 of the Bankruptcy Code, or (iii) the Holder of a Claim based on such debt has accepted this Plan; and (b) terminate all Interests and other rights of equity security holders in the Debtor.

In accordance with the foregoing, except as provided herein or the Confirmation Order, the Confirmation Order will be a judicial determination, as of the Effective Date, of a discharge of all Claims and other debts and liabilities against the Debtor and a termination of all Interests and other rights of equity security holders in the Debtor, pursuant to Sections 524 and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtor at any time, to the

extent that such judgment relates to a discharged Claim or terminated Interest. The foregoing will not limit any rights that any Governmental Unit may have to enforce its police or regulatory authority against the Reorganized Debtor (but not against Estate Property) to the extent such authority is not considered a Claim under applicable bankruptcy law and relates to matters that have not been resolved by other settlements, except that the Reorganized Debtor or its successors may raise any and all available defenses (including defenses under bankruptcy law) in any action by a Governmental Unit.

10.3. **Exculpation.** None of the Exculpated Parties (as defined below) shall have or incur any liability to any Holder of any Claim or Equity Interest or any other Person (including any Governmental Unit) for any act or omission during the period commencing on the Petition Date and ending on the Effective Date in connection with, or arising out of or related to, the Case, this Plan or the Disclosure Statement (or the formulation, negotiation or dissemination of this Plan or the Disclosure Statement), the solicitation of votes for confirmation of this Plan, the administration of the Case or the preservation or disposition of any Estate Property (including the prosecution, settlement of or any negotiations to settle any Cause of Action or the sale or collection of or other realization upon any Estate Property); provided, however, that the foregoing provisions shall have no effect on the liability of any Exculpated Party that results from any act or omission that is determined in a Final Order to be solely attributable to such Exculpated Party's (a) own gross negligence or willful misconduct or (b) violations of state or federal criminal laws. As used herein the term "Exculpated Parties" means, collectively, the Debtor; each member of the Board of Directors of the Debtor; any manager, officer or employee of the Debtor during the Case; and each of the foregoing Persons' respective officers, directors, shareholders, members, employees, advisors, investment bankers, consultants, attorneys and accountants, including all Debtor Professionals.

10.4. **Injunction.** Except as otherwise provided in this Plan, the Confirmation Order shall provide, among other things, that from and after the Confirmation Date, all Persons who have held, hold or may hold Claims against or Equity Interests in 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 Equity Interests:

(a) Commencing or continuing, in any manner or in any place, any action, suit or other proceeding (other than actions, suits 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 right of setoff, 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, suit or other proceeding 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 this Plan.

The foregoing injunction shall extend to successors of the Debtor and all Estate Property. By voting for this Plan or accepting any Distribution pursuant to this Plan, each Holder of a Claim or Equity Interest so voting or receiving a Distribution shall be deemed to have specifically consented to the foregoing injunctions.

10.5. Term of Bankruptcy Stays. Except as otherwise agreed by the Debtor in writing, all stays provided for in the Case under Section 105 or Section 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date shall remain in full force and effect until the Effective Date.

10.6. Preservation of Causes of Action. The Debtor shall retain all rights, all Causes of Action accruing to it and its Estate (including all Estate Causes of Action), all rights of setoff and recoupment, and all other legal and equitable Claims or defenses; nothing in this Plan shall be deemed to be a waiver, release, compromise or relinquishment of any such rights, Causes of Action, or other legal or equitable Claims or defenses to any Claim; the Debtor shall have, retain, reserve and be entitled to assert all such Causes of Action, rights of setoff and recoupment, and other legal or equitable Claims or defenses which the Debtor had either immediately prior to the Petition Date as fully as if the Case had not been commenced or on or before the Effective Date; and all of the Debtor's legal and equitable rights respecting any such rights, Causes of Action or other legal or equitable Claims or defenses may be asserted after the Effective Date to the same extent as they could be asserted prior to the Effective Date or if the Case had not been commenced. Without limiting the generality of the foregoing, unless a Cause of Action is expressly waived, released or settled by Final Order, the Debtor expressly reserves such Cause of Action for later adjudication, including Causes of Action not specifically identified or described in the Disclosure Statement or any supplement, exhibit or addendum thereto or of which the Debtor may presently be unaware or which may arise or exist by reason of circumstances unknown to the Debtor at this time or of new facts or circumstances that have changed or are different from those believed to exist; and no preclusion doctrine, including the doctrines of collateral estoppel, *res judicata*, waiver, estoppel, issue or claim preclusion or laches, shall apply to any such Cause of Action upon or after entry of the Confirmation Order based upon the Disclosure Statement, this Plan, or the Confirmation Order.

10.7. Preservation of Insurance. Neither this Plan nor the Debtor's release from Claims as provided herein shall diminish or impair the enforceability of any Insurance Policy that may cover Claims by or against the Debtor, including Claims against the Debtor's past or present officers or directors or any other Person. Nothing in this Plan shall obligate the Debtor to maintain or keep in force any Insurance Policy, including property insurance policy, but the Debtor may do so in its discretion.

10.8. Release of Liens. All mortgages, deeds of trust, security agreements, and other Liens against Estate Property in favor of the Holder of a Secured Claim shall be fully released and discharged, and all right, title and interest of the Holder of any such Lien shall revert to the Debtor, automatically and without further action, notice to any Person or order of the Bankruptcy Court, upon the Holder of such Secured Claim receiving all Distributions to which it is entitled under this

Plan; provided, however, that the Debtor reserves the right to seek the consent of such Holder or, in the absence of such consent, approval of the Bankruptcy Court after notice and a hearing, to use, sell or otherwise dispose of any Estate Property subject to such Holder's Lien in connection with the implementation of this Plan, including the making of Distributions hereunder.

ARTICLE 11

CONDITIONS PRECEDENT; NOTICE OF EFFECTIVE DATE

11.1. Conditions to Confirmation. The following are conditions precedent to confirmation of this Plan, each of which may be satisfied or waived in accordance with Section 11.3 of this Plan:

(a) The Bankruptcy Court shall have entered an order, in form and substance acceptable to the Debtor in its discretion, approving the Disclosure Statement with respect to this Plan as adequate, and no order of a court of competent jurisdiction shall have been entered and remain in effect that stays such approval order of the Bankruptcy Court; and

(b) The Confirmation Order shall be in form and substance acceptable to the Debtor in its discretion.

11.2. Conditions to Effective Date. The following are conditions precedent to the occurrence of the Effective Date, each of which may be satisfied or waived in accordance with Section 11.3 of this Plan:

(a) The Confirmation Order shall have been entered, shall be in full force and effect, and shall not have been stayed by order of a court of competent jurisdiction;

(b) No order of a court shall have been entered and shall remain effective that restrains the Debtor from implementing or consummating this Plan;

(c) The Debtor has determined that it has sufficient Cash on hand to pay all amounts that are required to be Paid in Full and in Cash on the Effective Date; and

(d) All authorizations, consents and regulatory approvals required, if any, in connection with this Plan's effectiveness shall have been obtained.

11.3. Waiver of Conditions to Confirmation or Consummation. The conditions set forth in Sections 11.1 and 11.2 of this Plan may be waived, in whole or in part, by the Debtor without any notice to any other parties in interest or the Bankruptcy Court and without a hearing. The failure to satisfy or waive any condition to the Confirmation Date or the Effective Date may be asserted by the Debtor in its discretion regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtor in its discretion). The failure of the Debtor to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

11.4. Notice of Effective Date. Not later than thirty (30) days after the Effective Date, the Reorganized Debtor shall send to all known Holders of Claims and Equity Interests (or, in the case of Holders then represented by an agent or fiduciary, to such agent or fiduciary) and other parties who have in writing requested notice in the Case and those non-Debtor parties whose executory

contracts and unexpired leases are deemed rejected pursuant to this Plan a notice that informs such Holders and other parties of (a) entry of the Confirmation Order; (b) the occurrence of the Effective Date; (c) the rejection of executory contracts and unexpired leases of the Reorganized Debtor pursuant to this Plan, and the deadline for the filing of Claims arising from such rejection; (d) the Administrative Claims Bar Date; (e) the procedures for requesting notice of matters referenced in this Plan, as well as any other matters occurring subsequent to the Effective Date; (f) the procedures for changing an address of record pursuant to Section 9.4(e) of this Plan; and (g) such other matters as the Debtor deems appropriate.

ARTICLE 12

ACCEPTANCE OR REJECTION OF THIS PLAN

12.1. Impaired Classes of Claims Entitled to Vote. Except as provided in any order of the Bankruptcy Court pertaining to solicitation of votes with respect to this Plan and Section 12.2 of this Plan, Holders of Claims in each impaired Class are entitled to vote in their respective Class as a Class to accept or reject this Plan.

12.2. Classes Deemed to Accept this Plan. Any Class consisting of Claims that are unimpaired by this Plan are conclusively presumed, pursuant to Section 1126(f) of the Bankruptcy Code, to have accepted this Plan, and the votes of the Holders in each such Class therefore will not be solicited.

12.3. Acceptance by Impaired Classes.

(a) Class C (PBGC Claims), Class D (Convenience Claims), Class E (General Unsecured Claims), and Class F (Intercompany Claims) are impaired under this Plan and, pursuant to Section 1126(c) of the Bankruptcy Code (and except as provided in Section 1126(e) of the Bankruptcy Code), an impaired Class of Claims has accepted this Plan if this Plan is accepted by the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

(b) Class G (Equity Interests) also is impaired under this Plan. The Debtor does not anticipate that there will be any Distribution to Holders of Equity Interests, and, therefore, the Holders of Equity Interests will be deemed to have rejected this Plan and will not be entitled to vote.

12.4. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code. With respect to any Class that rejects or is deemed to have rejected this Plan, the Debtor intends to request confirmation of this Plan, as it may be modified from time to time, under Section 1129(b) of the Bankruptcy Code.

ARTICLE 13

RETENTION OF JURISDICTION; CLOSING CASE

13.1. Jurisdiction of Bankruptcy Court. After the Effective Date, the Reorganized Debtor shall be free to perform all functions assigned to it under this Plan without approval of the Bankruptcy Court, except as specifically provided herein; provided, however, that the Bankruptcy Court shall retain jurisdiction over this Case with respect to matters and for purposes as previously

specified in this Plan and with respect to the following matters and for the following purposes (which jurisdiction shall be non-exclusive when so designated below):

(a) To resolve and enforce any and all Estate Causes of Action that may exist, except to the extent that any such Estate Cause of Action is, on the Confirmation Date, pending in or is thereafter filed with another court (non-exclusive);

(b) To resolve all Disputed Claims, including all requests for estimation or objections to the allowance of Claims, and the compromise and settlement of objections to any Claims;

(c) To adjudicate all applications, adversary proceedings, and contested matters that may be pending on or after the Confirmation Date (non-exclusive);

(d) To adjudicate controversies, suits and disputes arising under or in connection with this Plan and to issue orders in aid of execution of this Plan, except for Disputed Claims and Estate Causes of Action that, as of the Confirmation Date, are lodged with another court;

(e) To adjudicate adversary proceedings and contested matters pending on the Confirmation Date or thereafter brought to recover Estate Property; to determine whether or not any property is Estate Property; to recover or avoid preferences, fraudulent conveyances and other Avoidance Claims, except to the extent pending in another court as of the Confirmation Date (non-exclusive); and to determine the validity, extent and priority of Liens upon or other asserted interests in or rights of offset or recoupment with respect to Estate Property;

(f) To hear and determine all matters that are remanded to it by any appellate court;

(g) To determine any applications or motions for the rejection, assumption or assignment of executory contracts or unexpired leases;

(h) To determine any motion to modify this Plan in accordance with Section 1127 of the Bankruptcy Code;

(i) To resolve disputes regarding the proper classification of any Claim or Equity Interest;

(j) To determine all questions and disputes regarding title to or Liens upon Estate Property or regarding the Bankruptcy Court's Orders;

(k) To correct any defect, to cure any omission, or to reconcile any inconsistency in this Plan, the Disclosure Statement or the Confirmation Order as may be necessary or desirable to carry out the purposes and intent of this Plan;

(l) To interpret and construe the terms and conditions of this Plan and to determine all questions arising in connection with the enforcement or implementation of this Plan;

(m) To enter any order, including restraining orders and injunctions, necessary to enforce the title, rights, powers, and duties of the Debtor and to impose such limitations, restrictions,

terms, and conditions on such title, rights, powers, and duties as the Bankruptcy Court may deem necessary (non-exclusive);

(n) To resolve any objections that may be filed regarding any action taken or proposed to be taken by the Debtor under this Plan (provided that the Debtor shall not be obligated to obtain Bankruptcy Court approval for any action proposed to be taken or to provide notice to interested parties of any proposed action to be taken, except as otherwise expressly provided in this Plan);

(o) To enter any Order or decree contemplated by Section 350 of the Bankruptcy Code concluding and closing the Case; and

(p) To determine such other matters or proceedings as may be provided for under Title 28, the Bankruptcy Code, the Bankruptcy Rules, this Plan, or the Confirmation Order.

13.2. Closing of Case. Provided that all Disputed Claims have been finally resolved, the Bankruptcy Court, upon application of the Reorganized Debtor and after notice and hearing, may determine that this Plan has been substantially consummated, and enter a Final Decree, notwithstanding the fact that additional funds or property may eventually be distributed to parties in interest. In such event, the Bankruptcy Court may enter an order closing the Confirmed Case pursuant to Section 350 of the Bankruptcy Code; provided, however, that (a) the Reorganized Debtor shall continue to have the rights, powers, and duties set forth in this Plan and (b) the Bankruptcy Court from time to time may reopen the Confirmed Case, if appropriate, for the purpose of administering assets, enforcing provisions of this Plan, or supervising its implementation, or for other cause.

ARTICLE 14

MISCELLANEOUS

14.1. Binding Effect. Upon the Effective Date, this Plan shall be binding upon and inure to the benefit of the Debtor, the Reorganized Debtor, all Holders of Claims, all Holders of Equity Interests, each Person having actual or constructive notice of the Case, and all other parties in interest and their respective heirs, executors, representatives, administrators, successors and assigns, whether or not such Person has filed a proof of claim, voted on this Plan, objected to confirmation of this Plan, or made an appearance in the Case.

14.2. Withholding and Reporting Requirements. Subject to Section 9.13 of this Plan, in connection with all Distributions made under this Plan, the Debtor shall endeavor in good faith to comply with all withholding and reporting requirements imposed by any Governmental Unit, and all Distributions shall be subject to any such withholding and reporting requirements.

14.3. Notices. Except as otherwise expressly provided in this Plan, all notices required or permitted in this Plan to be given may be given to the Persons designated, and in the manner prescribed for the giving of notices generally, by prior orders entered in the Case by the Bankruptcy Court. All notices permitted or required to be given after the Effective Date by the terms of this Plan or the Bankruptcy Code or Bankruptcy Rule shall be given by first-class, United States mail, postage pre-paid. Any such notice shall be deemed to have been given on the date of mailing if mailed from

any point within the United States, provided that no additional time shall be given for any action because the notice was sent by mail. All notices to the Debtor or the Reorganized Debtor shall be given to:

The McBurney Corporation
1650 International Court
Suite 100
Norcross, Georgia 30093
Attention: President

Parker, Hudson, Rainer & Dobbs, LLP
1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303
Attention: James S. Rankin, Jr., Esq.

14.4. Amendments to Plan. The Debtor reserves its right in accordance with the Bankruptcy Code to amend or modify this Plan prior to the entry of the Confirmation Order and further reserves its right, in accordance with the Bankruptcy Code, to amend or to modify this Plan prior to entry of the Confirmation Order to remedy any provision of this Plan which is found to violate Section 1129(b) of the Bankruptcy Code. After the Confirmation Date and prior to substantial consummation of this Plan as defined in Section 1101(2) of the Bankruptcy Code, the Debtor may institute proceedings in the Bankruptcy Court pursuant to Section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in this Plan, the Disclosure Statement or the Confirmation Order, and such other matters as may be necessary to carry out the intent and purposes of this Plan.

14.5. Plan Default and Cure. Any Person asserting that the Debtor has failed to comply with the terms of this Plan shall notify the Debtor or the Reorganized Debtor of the alleged Plan breach in writing. The Debtor shall have thirty (30) days following the receipt of such notice to respond and, if applicable, cure any breach of this Plan. No action shall be taken to enforce a Plan provision or to seek a remedy for the default in a Plan provision, until more than thirty (30) days following the Debtor's receipt of written notice of such alleged breach.

14.6. Additional Action. The Debtor and the Reorganized Debtor shall be authorized to take any actions necessary to effectuate the terms and conditions of this Plan, including, but not limited to, to execute, deliver, file or record any documents, agreements, contracts, contract modifications, leases, lease modifications, instruments, certificates, releases or other agreements.

14.7. Final Decree. The Reorganized Debtor shall file a motion with the Bankruptcy Court to obtain a Final Decree as provided in Bankruptcy Rule 3022.

14.8. Section 1129(b). The Debtor may elect to seek confirmation of this Plan pursuant to Section 1129(b), if necessary.

14.9. Prepayment Option. The Reorganized Debtor shall have the option, but not any obligation, to prepay any amount certain due under this Plan at any time without penalty or additional compensation to any Holder.

14.10. Necessary Acts. Upon application of the Debtor, the Bankruptcy Court may issue an order directing any necessary party to execute, to deliver, or to join in the execution or delivery of any agreement, instrument or other document and to perform any other action necessary for the consummation of this Plan.

14.11. Waiver of Federal Rule of Civil Procedure 62(a). The Debtor may request that the Confirmation Order include a finding that Rule 62(a) of the Federal Rules of Civil Procedure shall not apply to the Confirmation Order and authorization for the Debtor to consummate this Plan immediately after entry of the Confirmation Order.

14.12. No Admissions; Objections to Claims. Nothing in this Plan shall be deemed to constitute an admission that any Holder of a Claim or Equity Interest is the Holder of an Allowed Claim or Equity Interest, except as otherwise expressly provided in this Plan. The failure of the Debtor to object to or examine any Claim for purposes of voting shall not be deemed a waiver of the Debtor's or the Reorganized Debtor's right to object to or examine such Claim, in whole or in part.

14.13. No Bar to Suits. Neither this Plan nor its confirmation shall operate to bar or estop the Debtor or the Reorganized Debtor from commencing any action, suit or proceeding against any Holder of a Claim or Equity Interest or any other Person on any Estate Cause of Action (except for Estate Causes of Action herein released), whether such Estate Cause of Action arose prior to or after the Confirmation Date and whether or not the existence of such Estate Cause of Action was disclosed in the Disclosure Statement.

14.14. Section 1146 Exemption. Pursuant to Section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of any security under this Plan or the making or delivery of any instrument or transfer pursuant to, in implementation of or as contemplated by this Plan or the transfer of any property pursuant to this Plan shall not be taxed under any state or local law imposing a stamp Tax, transfer Tax or similar Tax or fee.

14.15. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Georgia shall govern the construction and implementation of this Plan and of any agreements, documents and instruments executed in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control). Corporate governance matters shall be governed by the laws of the state of organization of the Debtor.

14.16. Conflict. The terms of this Plan shall govern in the event of any inconsistency with the summaries of this Plan set forth in the Disclosure Statement.

14.17. Delayed Effective Date. If the Effective Date does not occur on or before three hundred sixty-five (365) days after the Confirmation Date, then the Confirmation Order may be vacated by the Bankruptcy Court on motion made by the Holder of an Allowed Claim, and, if so vacated, (i) no Distributions under this Plan shall be made, (ii) the Debtor and all Holders of Claims and Equity Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, and (iii) the Debtor's obligations with respect to the Claims and Equity Interests shall remain unchanged, and nothing in this Plan shall constitute or be deemed a waiver or release of any Claims or Equity Interests by or

against the Debtor or any other Person or prejudice in any manner the rights, remedies, defenses and objections of the Debtor or any Person in any further proceedings involving the Debtor.

14.18. Revocation, Withdrawal or Non-Consummation. The Debtor reserves the right to revoke or withdraw this Plan at any time prior to the Effective Date. If the Debtor revokes or withdraws this Plan prior to the Effective Date, then this Plan, any settlement or compromise embodied in this Plan with respect to the Debtor, the assumption or rejection of executory contracts or leases effected by this Plan, and any agreement, instrument or other document executed pursuant to this Plan shall be null and void. In such event, nothing contained herein or in the Disclosure Statement, and no acts taken in preparation for consummation of this Plan, shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other Person, to prejudice in any manner the rights, remedies, defenses and objections of the Debtor, the Holder of a Claim or Equity Interest, or any Person in any further proceedings involving the Debtor or to constitute an admission of any sort by the Debtor or any other Person.

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Dated: May 2, 2012

THE McBURNEY CORPORATION

Debtor and Debtor in Possession

By: 

Name: Franklin Blakeslee McBurney
Title: President

Dated: May 2, 2012.

PARKER, HUDSON, RAINER & DOBBS LLP
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EXHIBIT B

Liquidation Analysis

Liquidation Analysis

Section 1129 (a) (7) of the Bankruptcy Code requires that each holder of an impaired claim either (i) accepts the plan or (ii) receives or retains under the Plan property of a value, as of the effective date, that is not less than the value the claimant would receive or retain if the Debtor were liquidated under chapter 7 of the Bankruptcy Code on the effective date. Therefore, this analysis attempts to assess the dollar amount that would be generated from a hypothetical liquidation of the Debtor's assets in the context of a chapter 7 liquidation in which a chapter 7 trustee is appointed and charged with reducing to cash any and all of the assets of the Debtor. The trustee would be required to either (i) sell the assets as a going concern or (ii) shut down the Debtor's business and sell the individual assets of the Debtor.

This Liquidation Analysis of the Debtor pursuant to Chapter 7 (the "Liquidation Analysis")¹ was prepared by the Debtor based on (a) unaudited balance sheet as of July 15, 2011 (the "Petition Date"); (b) unaudited information contained in the Schedules filed with the Bankruptcy Court; and (c) the registry of proofs of claim maintained by the clerk of court for the Bankruptcy Court. The actual amount of assets available to the Debtor's estate as of the date of liquidation may differ from the amount of assets used in this Liquidation Analysis. Although the Liquidation Analysis was prepared after the deadline for filing claims against the estate of the Debtor, those claims have not been fully evaluated by the Debtor or adjudicated by the Bankruptcy Court and, accordingly, the amount of the final allowed claims against the Debtor's estate may differ from the claim amounts used in this analysis. The Debtor is under no obligation, and expressly disclaims any obligation, to update any of the information contained herein, whether as a result of new information, future events, or otherwise.

The gross amount of cash available would be the sum of the proceeds from the disposition of the Debtor's assets, including cash held by the Debtor at the time of the commencement of the hypothetical chapter 7 case. Such amount is reduced by the amount of any claims secured by such assets, the costs and expenses of the liquidation, and additional administrative expenses and priority claims that may result from the termination of the Debtor's business and the use of chapter 7 for purposes of the hypothetical liquidation. Any remaining net cash would be distributed to creditors and stockholders in accordance with priority.

The table below represents a detailed calculation of the liquidation proceeds that might be produced through a Chapter 7 liquidation. The estimates in the table contemplate Bankruptcy Court approval of a proposed settlement agreement with Industries and T&L Sugars, resolving the Tate & Lyle Action. It should be noted that the pending litigation among the Debtor, Industries, and T&L Sugars involves issues the resolution of which (absent approval of the

¹ Capitalized terms used in this Liquidation Analysis, unless otherwise defined herein, shall have the meanings given to them in the Plan.

proposed settlement) may result in a complete recovery by the Debtor or Industries and T&L Sugars or the complete denial or allowance of the Industries Claim or the Sugars Claim that have been object to by the Debtor. Further, because it is not possible to estimate the various litigation outcomes absent approval of the proposed settlement, the Debtor is unable to prepare a table that depicts all of the possible outcomes relating to the Tate & Lyle Action.

All amounts contained in this Liquidation Analysis and described in the accompanying Assumptions and Notes represent the Debtor's good faith estimate of the amounts the Debtor would receive from a liquidation of its assets. The estimates and other information contained herein do not constitute an admission (or denial) of the validity or amount of any claim, the ownership or existence of any interest of any entity in any asset claimed to be owned by the Debtor, or the relative merits of any claims or defenses in any adversary proceeding, contested matter or other litigation, and are not to be used as such in any such litigation.

This Liquidation Analysis, including estimates of Claims, were prepared solely to assist the Holders of Claims and Equity Interests in making informed decisions regarding acceptance or rejection of the Plan and the Bankruptcy Court in making the findings required under Section 1129(a)(7) of the Bankruptcy Code and may not be used or relied upon for any other purpose.

ESTIMATING RECOVERIES IN ANY HYPOTHETICAL CHAPTER 7 LIQUIDATION CASE IS AN UNCERTAIN PROCESS DUE TO THE NUMBER OF UNKNOWN VARIABLES. THUS EXTENSIVE USE OF ESTIMATES AND ASSUMPTIONS HAS BEEN MADE THAT, ALTHOUGH CONSIDERED REASONABLE BY THE DEBTOR'S MANAGEMENT AND ITS ADVISORS, ARE INHERENTLY SUBJECT TO SIGNIFICANT UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTOR OR A CHAPTER 7 TRUSTEE, INCLUDING LITIGATION OUTCOMES. THE DEBTOR MAKES NO REPRESENTATION OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES AND ASSUMPTIONS OR A TRUSTEE'S ABILITY TO ACHIEVE FORECASTED RESULTS. NEITHER THIS LIQUIDATION ANALYSIS NOR THE INFORMATION ON WHICH IT IS BASED HAS BEEN EXAMINED OR REVIEWED BY INDEPENDENT ACCOUNTANTS IN ACCORDANCE WITH STANDARDS PROMULGATED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THERE CAN BE NO ASSURANCE THAT ACTUAL RESULTS WILL NOT VARY MATERIALLY FROM THE HYPOTHETICAL RESULTS PRESENTED IN THIS LIQUIDATION ANALYSIS.

Hypothetical Liquidation Analysis for The McBurney Corporation (UNAUDITED)

Book Value is based on Debtor's July 15, 2011 Unaudited Balance Sheet Data (\$)

Notes	Assets	Recovery	
		Estimated Recovery Value	Estimated Recovery Rate
		Book Value	
1	Cash	216,692	100.0%
2	Regular Accounts Receivable	997,923	50.0%
3	Abitibi Accounts Receivable	1,931,003	0.0%
4	Industries Accounts Receivable	3,933,449	8.9%
5	Other Current Assets	98,800	10.0%
6	Inventory	106,972	10.0%
7	Fixed Assets	150,007	10.0%
8	LT Investment in Subsidiaries	5,100	0.0%
	Total Assets / Proceeds	7,439,946	14.8%

Chapter 7 Administrative Claims

	Costs
9	Trustee Fees
	88,454
10	Trustee's Counsel and Related
	250,000
11	Wind-Down and Professional Fees
	200,000
	Total Liquidation Costs
	538,454
	Net Proceeds Available to Creditors
	562,778

Estimated Recovery to Creditors

	Estimated Allowed Claim	Estimated Amount Paid	Estimated Recovery Rate
		562,778	
12	Net Proceeds Available for Secured Creditors		
	Secured Claims	369,127	100.0%
	Net Proceeds Available for Administrative and Priority Claims	193,651	
13	Total Administrative and Priority Claims	193,651	42.0%
	Net Proceeds Available for Unsecured Creditors	-	
14	Unsecured Claims	10,629,730	0.0%

This Liquidation Analysis should be read in conjunction with the accompanying Assumptions and Notes.

The Liquidation Analysis indicates the estimated values that would be obtained upon disposition of assets pursuant to a hypothetical chapter 7 liquidation, as an alternative to continued operation of the business as proposed under the Plan. Accordingly, values discussed herein are different than amounts referred to in the Plan, which illustrates the value of the Debtor's business as a going concern.

In preparing the Liquidation Analysis, the amount of allowed claims have been projected based upon a review of scheduled claims and all proofs of claims. No Order or finding has been entered by the Bankruptcy Court estimating or otherwise fixing the amount of Claims at the estimated amounts set forth in the Liquidation Analysis. THE ESTIMATED AMOUNT OF ALLOWED CLAIMS SET FORTH IN THE LIQUIDATION ANALYSIS SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING, WITHOUT LIMITATION, ANY DETERMINATION OF THE VALUE OF ANY DISTRIBUTION TO BE MADE ON ACCOUNT OF ALLOWED CLAIMS UNDER THE PLAN. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASE COULD MATERIALLY AND SIGNIFICANTLY DIFFER FROM THE AMOUNT OF CLAIMS ESTIMATED IN THE LIQUIDATION ANALYSIS.

Assumptions and Notes

The analysis refers to certain categories of assets, liquidation costs, and claims. The following notes describe significant assumptions associated with each category. The analysis assumes that the assets are liquidated by one chapter 7 trustee. If multiple trustees were appointed it would increase costs and reduce recoveries.

Assets

1. **Cash.** The estimated recovery for this asset is 100%.
2. **Regular Accounts Receivable.** Regular accounts receivable represent amounts owed to the Debtor by various parties for active engagements or engagements completed within the past 6 months. The estimated recovery for the regular accounts receivable asset is 50%.
3. **Abitibi Accounts Receivable.** The estimated recovery for Abitibi is 0% for the \$1,931,003.00 listed as open accounts receivable. As of Petition Date, Abitibi had emerged from bankruptcy and paid Debtor all that was expected except for a joint claim among MBB Power and McBurney which was still pending. Any payment from Abitibi associated with the \$1,931,003.00 would be made directly to MBB Power.
4. **Industries Accounts Receivable.** The estimated recovery for Tate & Lyle Industries, PLC ("Industries") accounts receivable is 8.9% if a proposed settlement is approved by the Bankruptcy Court. Prior to Petition Date, the Debtor filed suit against Industries in the Northern District Court of Georgia, styled The McBurney Corporation v. Tate & Lyle

Industries, Limited, Civil Action File No. 11-CV-00885-JOF (the “District Court Action”). In the District Court Action, the Debtor sought to recover more than \$3,900,000.00 in damages for breach of contract relating to non-payment by Industries. The Debtor filed its bankruptcy petition on July 15, 2011. On September 15, 2011, Industries filed a proof of claim against the Debtor, asserting an unsecured claim in the amount of \$6,695,990.00. On September 16, 2011, T&L Sugars Ltd. (“T&L Sugars”) filed a proof of claim against the Debtor, asserting an unsecured claim in the amount of \$6,695,990.00. After the Petition Date, Industries and T&L Sugars filed a counterclaim against the Debtor in the District Court Action for alleged breach of contract. While the Debtor denies the merits of the counterclaim asserted by Industries and T&L Sugars, the Debtor believes that a settlement would provide a significant benefit to the Debtor’s estate and its creditors because Industries and T&L Sugars are willing to (i) withdraw their respective proofs of claim against the Debtor, which exceed \$14 million, (ii) disclaim any entitlement to a distribution from the Debtor’s estate, and (iii) make a cash payment to the Debtor of \$350,000 that will be used to fund, in part, initial payments under the Plan, thereby enhancing the recovery for the Debtor’s unsecured creditors. The proposed settlement will resolve, among other things, all claims and the counterclaim in the District Court Action, which, in the absence of a settlement, would involve significant time, effort and expense on the Debtor’s part and significantly delay the Debtor’s ability to consummate the Plan. The proposed settlement is subject to acceptable documentation and Bankruptcy Court approval.

5. ***Other Current Assets.*** Other current assets include deposits and surety bonds. The estimated recovery is 10%.
6. ***Inventory.*** The estimate recovery rate is 10% due to the age and non-commodity nature of the inventory.
7. ***Fixed Assets.*** This represents all vehicles, office furniture and information technology equipment. The estimated recovery rate is 10%.
8. ***LT Investments in Subsidiaries.*** The analysis assumes the investments in subsidiaries have no value if the parent is liquidated.

Chapter 7 Administrative Claims

9. ***Trustee Fees.*** These include fees that would be payable to the Trustee by the Debtor in accordance with section 326 of the Bankruptcy Code. Trustee fees are estimated to be 10% of the total asset recovery value, excluding cash. The analysis assumes the Trustee would spend the majority of his/her time pursuing the Tate & Lyle Action and validating the claims.
10. ***Trustee’s Counsel and Related.*** These include fees and expenses incurred by the Trustee’s legal and professional counsel associated with the liquidation of the Debtor’s estate, including the prosecution of certain claims objections.

11. *Wind-Down and Professional Fees.* These include estimated expenses that would be incurred during the wind-down period, including wage and benefits for employed personnel, general overhead costs, and professional fees.

Claims

12. *Secured Claims.* The Secured Claims consist of all proofs of claim that were filed as secured claims. The Debtor is still in the process of reviewing the proofs of claim and has not determined the validity of such claims.
13. *Total Administrative and Priority Claims.* Prior to determining what proceeds would be available for general unsecured creditors under a chapter 7 proceedings, cash and asset liquidation proceeds would be reduced in order to satisfy chapter 11 administrative claims, tax, and priority claims that are senior to unsecured claims, including any incremental administrative claims that may result from the termination of the Debtor business and the liquidation of their assets. Any remaining cash after satisfaction of these claims would be available for distribution to general unsecured creditors in accordance with the distribution hierarchy established by section 726 of the Bankruptcy Code.
14. *Unsecured Claims.* This category includes PBGC's claims (a portion of which may be entitled to priority treatment) for termination of all of Debtor defined benefit pension plan, the International Brotherhood of Boilermakers claims, pre-petition trade payables and includes estimates for incremental rejection claims that would result from the liquidation of the Debtor business. If the Debtor's bankruptcy case is converted to a case pending under Chapter 7 of the Bankruptcy Code, the amount of unsecured claims would increase dramatically as the number of customers, vendors, and counterparties to contracts and leases is significant, and each such party could file Claims for damages. Such Claims would be pari-passu with the Debtor current unsecured claims, would significantly increase the claims against the Debtor, and ultimately reduce the overall recovery to the Debtor's unsecured creditors.

Conclusion

The Debtor has determined that confirmation of the Plan would provide each holder of claims or interest with a recover that is not less than such a holder would receive pursuant to a liquidation of the Debtor under Chapter 7 of the Bankruptcy Code.

EXHIBIT C

A-A Electric, Inc.
AAF Limited
Accounting Professionals Network, Inc.
Aciers MCM Steel, Inc.
Acoustic Cleaning Systems, Inc.
ACS Valves
ADP - TAX
Advanced Integrated
AE&E-Von Roll Inc
Air Techniques, Inc.
Airgas National Welders
Airgas South
Alabama Dept of Revenue-W/H Ta
Alabama Electric Company Inc. of Dothan
Altom, Billy W.
American Boa, Inc.
American Boiler Manufacturers Association
American Cancer Society
American Protein Inc
Ametek
Anderson, Murphy & Hopkins LLP
Apache Industrial Services
ARAMARK Refreshment Services
Ard, Susan
Arise Incorporated
Arkansas Dept of Finance W/H
Arkansas Dept. Fin & Admin/Sa
Arkansas Secretary of State
Arkansas-Oregon Pneumatics,
Art Iron Works
Aslinger Automation
AT&T
AT&T Mobility
Atelier D'usinage Plamondon
Augusta Newsprint Company
Austin Brown Sales Inc
Automatic Controls
Avis Rent A Car System, LLC
Babbitt International Inc.

Baker,Donelson,Bearman, Caldwell & Berkowitz, PC
Ballance, Chris
Bank of the West
Barron Fan Technology, Inc.
Bay City Boiler & Equipmant Co.
Berner Oil Company
Bete Fog Nozzle, Inc.
Blue Cross Blue Shield of Georgia
Bolt Expo, Inc
Boreal Mechanical Contractors
Brand Energy Solutions, LLC
Brewton Iron Works, Inc
Bridges, Bette
Bridges, Elizabeth B, CPA
Building Maintenance Services
Bullock, Peter
Bunner, Ben
Burand, Stephen H.
Busch's Auto Supplies Ltd. Machine & Welding
C & L Logistics & Transportation LLC
Cajun Air, Inc.
California Sales Tax
Canada Revenue Agency
Cantrell, Joseph Michael
Carolina Fluid Components
Carpenter, Nathaniel Steve
Cartridge World Mall Of Ga
CDW Computer Centers, Inc.
Ceproof Ltd.
Ceridian
Ceridian Corporation
Chandler Engineering
Cintas Corp.#258
Cintas First Aid & Safety
CiTAL SRL
Citibank, N.A.
Clarage
Clark Reliance Corporation
Clayburn, Inc.
Clow Darling Limited
Clyde Bergemann-GA

CML Northern Blower, Inc.
Coen Company Inc.
Cole International Inc.
Colonial Pacific Leasing Corporation
Colorwise, Inc.
Comdata Transceiver Services
Conroe Welding Supply, Inc.
Control Equipment Sales, Inc.
Control Southern
Crawford Filtration Inc
CSM Consulting, Inc.
Culligan Water
Culver, Michael J.
Custom Instrumentation Services Corporation
Davis, Stephen R.
De Lage Landen Financial Services, Inc.
Dell Account
Dell Marketing L.P.
Delta Pest Control
Denis Gauvin
Desmantic
Detroit Stoker Company, LLC
Deublin Company
DHL Express (USA)
Diamond Energy Systems, Inc.
Diamond Power Int., Inc.
Diamond Power Specialty Corp
Diamond Power Specialty Ltd.
Digital Innovations
Dillon Boiler Services Co., Inc
Distribution International
Dwight W. Prouty Company, Inc.
ECO., Inc.
Electronic Federal Tax Payment
Emerson Process Management
EMR Silverthorn Ltd.
Entergy
ePartners, Inc.
Estes Express Lines
Everlasting Valve Co., Inc.
Far West Capital

Fastenal Co.
Fastsigns
FCB Leasing
FedEx Freight Inc.
FedEx Freight/10306
FedEx/660481
FeedForward, Inc.
Ferguson Enterprises #1390
Fire Extinguisher Sales & Service, Inc.
Flatiron Capital
Florida Dept of Revenue
Florida Industrial Products
Ford Credit Commercial Leasing
Foresite USA LLC
Foxwilliams
Franchise Tax Board - California
FREBCO Mechanical
Frischkorn, Inc.
Ganga, Raymond C.
Garmon, Leslie J.
Gauvin, Denis
GE Capital
Georgia Dept of Labor-Employ
Georgia Dept of Revenue
Georgia Pacific Wood Products LLC
Gibbs & Associates
Glades Truck Ice, Inc.
Goulds Pumps, Inc.
Graybar Electric Co.
Greystone Construction Co.
Grisanti, Galef, & Goldress, Inc.
Grosvenor Pumps Ltd.
Gwinnett County Tax Commissioner
Habif, Arogeti & Wynne, LLP
Hammond, Richard L
Hammond, Rick
Harbison Walker Refractories
Harold Beck & Sons, Inc.
Harry Peers Steelwork Limited
Hartford Financial Services, Inc.
Hartford Fire Insurance Company

Hartford Specialty Company
Hazen Research, Inc.
Helmick Corporation
Henderson's Sani Service Sys
Hendon, Jackie D
Hertz Corp
Hertz Equipment Rental
Hilliard, Rick
Hines, William
Hinkle Stoker Consulting, Co
Hi-Tech Controls & Automation
Home Depot Credit Services
Home Depot Supply
Honeywell Sensing & Control
Hoppe Computer Services
Hoppe, Rob
Hourly Payroll Direct Deposit
I.B.I.S.,Inc.
Idaho Timber Corporation
Idaho Timber of Carthage, LLC
IHS Global, Inc.
Illinois Secretary of State
Imig, Gregory Alan
Industrial Controls Dist
Industrial Electric
Industrial Fabrication Service
Industrial Screw Conveyors, Inc
Insight Services
Integra Telecom
Interfor Pacific Inc
Internal Revenue Service
International Brotherhood of Boilermakers
International Paper Company
Interstate Nationallease, Inc.
Invensys Systems, Inc.
Ironstone Bank/63001
IT Financial Solutions LLC
Ivey Cooper
J&B Tool, Inc.
Jackson EMC
Jackson Lewis

James M. Pleasants Co.
JMS Southeast Incorporated
John Zink Company, LLC
John Zink International
Johnny On The Spot
Jordan, Ronnie G
K&L Gates LLP
Kelley Medical, Inc.
Kentucky Department of Revenue
KIP America, Inc.
KODA Energy, LLC
Krauth, David A.
Kreunen, Todd J.
Krohne, Inc.
KSB, Inc.
Kugler Kandestin LLP
Leblanc, Steven M.
Lenox Instrument Company, Inc.
Liberty Mutual Insurance Company
Lightfoot, Daniel O
Link Lumber
Little, Don E.
Louisiana Dept of Revenue
Lubrication Technologies, Inc.
Lynchburg Air Preheater Corp.
Lytle, Donna
Macawber Engineering, Inc.
Malco
Martin Conveyor Div.
Martin, Samuel R.
Maryland Dept of Assessments
Matkin, Ronald C.
McBride, Michael H.
McBurney BioEnergy SRL
McBurney Corporation of California
McBurney Power Limited
McBurney, Franklin B.
McBurney, James Eric
McBurney, Sr., John Curtis
McBurney, Willard B
McCrometer, Inc.

McGoff-Bethune, Inc.
McJunkin Red Man Corp.
McLain & Merritt PC
McMaster-Carr Supply Company
McNaughton-McKay Elect
McNaughton-McKay Southeast Inc.
Mechanical Systems, Inc.
Metro Boiler Tube Co.
Meyer, Connie
Microsoft Financing
Midsouth Power Equipment Co.
Midwest Precision Castings
Miller Veneers Inc
Milner, Inc.
Mimbs, Samuel Lee
Minuteman Press/dba Petry Pr
MKE Engineering Group
Mockridge, Edward H
Modular Space Corporation
Montana Machine & Fabrication
Moore Industries International, Inc.
Mountain Textiles Inc.
Murphy, John
Murphy, Robert H
Mutual of Omaha
MVA Scientific Consultants
MXToolBox, Inc.
National Business Furniture
National Labor Relations Board
New South Inc
Nordan Smith
Norflex, Inc.
North Shore Steel
North Shore Steel
Office Depot Card Plan
Omega Engineering, Inc
O'Neal Steel
Optimus Solutions
Orkin Exterminating Co.
Patton's Inc.
PBS Lumber MFG Inc