

District Court of the United States for the:	Ancillary Decree Dated:
Aouthern District of Alabama	January 4, 1928
Middle District of Alabama	January 4, 1928
Southern District of Florida	January 4, 1928
Northern District of Georgia	January 6, 1928
Southern District of Georgia	January 7, 1928
Wester District of Louisiana	January 15, 1928
Southern District of New York	January 8, 1928
Western District of New York	January 11, 1928
Western District of North Carolina	January 8, 1928
Eastern District of North Carolina	January 11, 1928
Southern District of Ohio	January 15, 1928
Western District of South Carolina	January 9, 1928
Eastern District of South Carolina	January 7, 1928
Middle District of Tennessee	January 4, 1928
Western District of Tennessee	January 6, 1928
Western District of Virginia	January 7, 1928
Eastern District of Virginia.	January 4, 1928

And Whereas, pursuant to the Decree the Special Master fixed March 26, 1928, at eleven o'clock in the fore-noon (Eastern Standard Time), as the day and hour of the sale, and notice of the time and place and terms of the sale was duly given and published in all respects as provided in and in conformity to the Decree and in accordance with law; and Whereas, the Special Master, on March 26, 1928, at eleven o'clock in the forenoon (Eastern Standard time), at the place specified in the Decree, being upon the premises 8610 did strike off and sell at public auction to the Successful Bidders, parties of the sixth part, as joint tenants and not as tenants in common, who had duly qualified to bid at the sale in accordance with the Decree, all of the properties and assets by the Decree directed to be sold, subject to the liens, charges, indebtedness, obligations, claims, liabilities and expenses charged upon the said properties and assets in and by the Decree, in one parcel and as an entirety, without valuation, appraisalment, stay, extension or redemption, and free, clear and discharged of and from any and all right of redemption or equity of redemption (except as otherwise provided in the Decree), for the sum of Eighteen Million Four hundred ninety-eight Thousand Eight Hundred and Ten Dollars (\$18,498,810), subject to confirmation of the sale by the Court and subject to the terms and provisions of the Decree, said successful Bidders being the highest and only bidders at the sale; and Whereas, by an instrument of assignment dated March 27, 1928, the Successful Bidders assigned, transferred and set over their bid for said properties and assets, and all their right, title and interest under the Decree as successful bidders, to the Purchaser, party of the seventh part, as permitted by and in accordance with the Decree, in and by which instrument of assignment the Purchaser expressly assumed and agreed to perform all of the obligations and liabilities of the Successful Bidders under the Decree and under their assigned bid, an original counterpart of said instrument of assignment having been turned into the Court by the Special Master and filed with the Clerk of the Court on March 29, 1928; and Whereas, the Special Master, on March 29, 1928, duly made report of the sale to the Court,-

(Next Page)

which Report of Sale was filed with the Clerk of Court on March 29, 1928; and Whereas, in and by an order made and entered March 29, 1928, by the Court (hereinafter called "the Primary Order Confirming Sale"), the said Report of Sale was, in all things approved and confirmed and said assignment by the Successful Bidders to the Purchaser of their bid and of all of their right, title and interest under the Decree as Successful Bidders was approved and accepted and the Purchaser was accepted and substituted for the Successful Bidders and the Successful Bidders were released and discharged from all obligations and liabilities as Successful Bidders and purchasers at the sale, and the sale to the Purchasers, as assignee of the Successful Bidders, of all of the properties and assets directed by the Decree to be sold, subject to the liens, charges, indebtedness, obligations, claims, liabilities and expenses charged upon the said properties and assets by the Decree, in one parcel and as an entirety, without valuation, appraisalment, stay, extension or redemption, and free, clear and discharged of and from any and all right of redemption or equity of redemption (except as otherwise provided in the Decree), was approved, ratified, confirmed and made absolute, subject to the terms and provisions of the Decree; and therein and thereby the Court did order and direct in what manner the purchase price of said properties and assets should be paid or provided for; and Whereas, that portion of the purchase price of said properties and assets in and by the Decree and the Primary Order Confirming Sale required to be paid or provided for in advance of the delivery of the deed or deeds, or other instruments of conveyance, assignment and transfer of said properties and assets, has been paid or provided for in the manner and to the extent directed by the Decree and the Primary Order Confirming Sale; and Whereas, in and by the Primary Order Confirming Sale it was further ordered that upon the entry of orders by the Ancillary Courts, concurring in and adopting the Primary Order Confirming Sale insofar as it relates to the sale of the properties, assets and business of the Company within the several and respective jurisdictions of the Ancillary Courts and/or held by or in the possession of the Ancillary Receivers appointed by the Ancillary Courts, the Special Master should execute and deliver to the Purchaser a deed or deeds, bill or bills of sale and/or other proper instruments conveying, assigning and transferring to the Purchaser all the properties and assets so sold, as in the Decree provided, subject, however, to the terms and provisions of the Decree and the reservations in the Decree and in the Primary Order Confirming Sale and in any such ancillary orders confirming sale contained; and that the Trustee and the Primary and Ancillary Receivers respectively, and the Company, should at the time of the execution of the deed or deeds or other instruments of conveyance, assignment and transfer by the Special Master, make and deliver severally and respectively, deed or deeds, bill or bills of sale and/or other instruments conveying, assigning and transferring to the Purchaser all their several and respective right, title and interest in and to the properties and assets so conveyed, assigned and transferred by the Special Master, which might be a separate instrument or instruments, or, if they should so elect, might be the same instrument or instruments made and delivered by the Special Master, and that the deed or deeds, bill or bills of sale or other instruments of conveyance, assignment or transfer thereby directed to be made, might be made in several counterparts and/or otherwise in accordance with the Decree; and Whereas, the Ancillary Courts respectively made and entered orders concurring in and adopting the primary Order Confirming Sale insofar as it relates to the sale of the properties, assets and business of the Company within the several and respective jurisdictions of the Ancillary Courts and/or held by or in the possession of the Ancillary Receivers appointed by the Ancillary Courts, and approving and confirming the sale of said properties and assets and authorizing and-

(Over.)