

COBB COUNTY, GA
FILED IN OFFICE

IN THE SUPERIOR COURT OF COBB COUNTY 2014 APR 24 PM 4:47
STATE OF GEORGIA

GEMCAP LENDING I, LLC,)
)
 Plaintiff,)
)
 v.)
)
 GEORGIA HYDRAULIC CYLINDER, INC.)
 and GEORGIA HYDRAULICS)
 INTERNATIONAL, INC.,)
)
 Defendants.)



COBB SUPERIOR COURT CLERK

Civil Action
File No. 14-1-2518-42

FINAL ORDER APPOINTING RECEIVER

On April 9, 2014, the Court entered its Order Appointing Receiver (the "Interim Order") on the Emergency Motion (the "Motion") for the Appointment of a Receiver, Temporary Restraining Order, and Preliminary Injunction, and Brief of Plaintiff GemCap Lending I, LLC ("GemCap" or "Plaintiff") in support thereof. On April 24, 2014, the Court held a final hearing on the Motion.

Pursuant to the Motion, GemCap seeks the entry of an Order Appointing Receiver because the Collateral¹ is in danger of being lost, materially injured, or impaired. There being no opposition to the relief requested in the Motion, and based upon the pleadings filed with the Court, and for other good and sufficient cause, the Court makes the following findings:

WHEREAS, Defendants Georgia Hydraulic Cylinder, Inc. and Georgia Hydraulics International, Inc. ("Defendants") are duly organized and existing pursuant to the laws of the State of Georgia with their principal place of business located at 260 The Bluffs, Austell, Cobb County, Georgia 30168 (the "Real Property").

¹ All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

WHEREAS, on or about June 27, 2013, Defendants executed and delivered to GemCap that certain Secured Promissory Note in the original principal amount of \$1,700,000.00 (the "Revolving Note");

WHEREAS, on or about June 27, 2013, Defendants executed and delivered to GemCap that certain Secured Promissory Note in the original principal amount of \$2,263,500.00 (the "Term Note," together with the Revolving Note and Term Note, collectively, the "Notes");

WHEREAS, the Notes are secured by a first priority continuing security interest and lien upon all of Defendants' assets, including, without limitation, all of Defendants' accounts, equipment, fixtures, goods, and inventory all as more fully described in that certain Loan and Security Agreement dated as of June 27, 2013, by and between Defendants and GemCap (respectively, the "Collateral" and "Security Agreement");

WHEREAS, GemCap's security interest is further evidenced by that certain UCC Financing Statement File No. 044-2013-002298, filed July 1, 2013, DeKalb County, Georgia records (the "UCC Financing Statement");

WHEREAS, the Notes, Security Agreement and UCC, together with all other documents evidencing, securing or otherwise relating to the indebtedness evidenced by the Notes being hereinafter sometimes collectively referred to as the "Loan Documents;"

WHEREAS, the Collateral is in manifest danger of being lost, materially injured, or impaired and cause exists for the appointment of a Receiver;

IT IS HEREBY ORDERED AS FOLLOWS:

1. Pursuant to the provisions of O.C.G.A. §§ 9-8-1, 9-8-2, and/or 9-8-3, Hays Financial Consulting, LLC be and hereby is appointed, to serve without bond, as Receiver ("Receiver") of all right, title and interest of Defendants in and to all assets, personal property,

business licenses, any other government permits and other tangible and intangible assets including all causes of action (the "Assets").

2. Subject to the terms and conditions of this Order, the Receiver shall have authority to take charge of, operate, preserve, maintain and collect the Assets.

3. Upon execution of this Order, the Receiver shall have authority to take custody of any and all cash, proceeds, product, offspring, security deposits, rents, issues, profits, revenues and accounts relating to the Assets or arising out of the Defendants' ownership of the Assets and otherwise due and payable to Defendants.

4. Defendants and their current or former officers, directors, members, employees, agents, representatives and/or any entity controlled by the Defendants (collectively, the "Defendants' Representatives") be and the same hereby are ordered to immediately deliver to the Receiver all of the Assets and to fully cooperate with the Receiver including, but not limited to, providing the Receiver all reasonably requested documents, records, bank accounts, trust accounts, deposit accounts, saving accounts, money market accounts, and all other demand deposit accounts, inventory, supplies, computer databases, sales brochures, sales and marketing materials, and any and all other documents and tangible things owned by the Defendants or related to the Assets. Defendants and Defendants' Representatives shall also immediately turn over to the Receiver all cash, proceeds, product, offspring, security deposits, rents, issues, profits, revenues and accounts relating to the Assets. Any failure by Defendants or Defendants' Representatives to cooperate with the Receiver as provided herein shall render Defendants or Defendants' Representatives in contempt of this Order and subject to sanctions by this Court. The Receiver may request supplemental authority from this Court upon proper motion, if necessary, to compel the cooperation of the Defendants and Defendants' Representatives or any

other foregoing persons acting on behalf of or for the Defendants, to comply fully and completely with this Order. If necessary, the Receiver may request of this Court letters rogatory or commissions or supplemental orders as necessary to require out-of-state directors, officers, employees, agents, representatives, managers, attorneys, accountants, banks, contractors, subcontractors, or any other person acting in participation with the Defendants or Defendants' Representatives, through the court of appropriate jurisdiction to comply with any of the orders of this Court.

5. Defendants and Defendants' Representatives are hereby immediately, preliminarily and permanently enjoined from: (a) interfering with the Receiver; (b) collecting any revenues from the Assets, or withdrawing funds from any bank or other depository account relating to the Assets or paying any funds derived from the operation of the Assets to or for the benefit of themselves or to any party other than the Receiver or GemCap; (c) removing, destroying or depleting any Assets; (d) terminating, or causing to be terminated, any license, permit, lease, contract, insurance policy or agreement relating to the Assets or the operation of any of the businesses; (e) remaining in possession of the Assets or otherwise interfering with the operation of the Assets or the Receiver's discharge of its duties hereunder; or (f) destroying any of Defendants' Books and Records, deleting any information from computers or computer records or databases, or taking any other action to destroy or remove materials or information concerning the Assets. Any failure by Defendants or Defendants' Representatives to comply with the terms and conditions of this Order shall render Defendants or Defendants' Representatives in contempt of this Order and subject to sanctions by this Court.

6. The Receiver is hereby authorized to hire, employ, retain, and terminate consultants, brokers, professionals and any other personnel or employees, which the Receiver

deems necessary to assist it in the discharge of its duties. The Receiver is further authorized to retain legal counsel to represent it and assist it with the performance of its duties as set forth herein;

7. On or before five (5) business days after the entry of this Order, the Receiver shall furnish to GemCap a detailed, projected, line item monthly budget for the Receiver (as may be amended from time to time, the "Budgets"), each which shall be subject to GemCap's written approval. GemCap shall advise the Receiver in writing within five (5) business days of GemCap's receipt of a Budget, or any amendment thereof, whether GemCap approves or objects to the Budgets, or any amendment thereof. The Receiver shall promptly file any approved Budget(s) with the Court, and all obligations reflected in the filed Budget(s) may be paid in the ordinary course of business by the Receiver without the need for further approval of the Court. All such Budgets are subject to modification with the prior approval of GemCap, provided that any such modifications must be filed with the Court. With respect to any fees and expenses incurred by the Receiver prior the period covered in the initial Budget, the Receiver and his professionals shall submit invoices for such fees and expenses to GemCap for approval within five (5) business days of entry of this Order. If GemCap does not provide written notice of objection to the Receiver within five (5) business days following receipt of such invoices, the Receiver may pay the amount invoiced or as otherwise agreed to by GemCap. If GemCap timely provides written notice of objection to the Receiver of any Budget or any invoices, such amounts shall not be paid absent further order of the Court or agreement of the parties. Subject to the foregoing, the Receiver shall be paid for its services at the blended hourly rate not to exceed \$275.00 and such other incentive compensation as the Receiver and GemCap may agree to; and (ii) the Receiver shall be reimbursed for all approved expenses incurred by the Receiver

including professional fees and expenses. If sufficient funds are not available to pay the approved fees and expenses set forth in this paragraph 7, GemCap shall advance such funds to the Receiver on a monthly basis to pay such obligations but only to the extent that such approved fees and expenses relate to (i) the Collateral; (ii) the preparation and filing of the Monthly Reports and Final Report closing the receivership; and (iii) such other reasonable costs which are incidental to winding up the administration of the receivership estate. Nothing in this Order is intended or shall be deemed to allow any charge, lien, assessment, or claim against GemCap or the Collateral for any unpaid fees or expenses of the Receiver or receivership estate and the Receiver shall be deemed to have waived any rights or benefits, except as expressly provided in the preceding sentence.

8. Subject to this Order and further orders of this Court, the Receiver is authorized to operate, preserve, maintain, care for and collect the Assets and incur such expenses as may be reasonably necessary to operate, preserve, maintain, care for and collect the Assets in the ordinary and usual course of business, including initiating and pursuing any claims or causes of action as may be approved by GemCap, and do all things and incur the risks and obligations ordinarily incurred by owners, managers, and operators of similar properties, and no such risks or obligations so incurred shall be the personal risk or obligation of the Receiver, but shall be a risk or obligation of the receivership estate. In the event the Receiver retains existing employees, such employees are obligated to cooperate fully with the Receiver in good faith the fulfill the purposes of this Order. Defendants will remain solely and exclusively responsible for any claims or liabilities in any way related to an employee's employment with or separation from Defendants which arise prior to the date of this Order, including any compensation insurance, severance liabilities, contractual obligations, benefit plans or liabilities related to the Worker's

Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, *et seq.*, or similar state statutes or regulations.

9. The Receiver shall prepare on a monthly basis, commencing forty-five (45) days after its appointment, so long as the Assets shall remain in its possession or care, monthly reports (the "Monthly Report") setting forth all receipts and disbursements, cash flow, changes in the assets in its charge, claims against the assets in its charge, and other relevant operational issues that have occurred during the preceding month. The Receiver is directed to file the Monthly Report with the Clerk of this Court. The Receiver shall serve a copy of the Monthly Report on the attorneys of record for the parties and may serve any other interested parties who request the same.

10. The Receiver shall pay only those bills which are reasonable and necessary to preserve, maintain, care for or collect the Assets and shall allocate funds in the following order of priority: (a) the fees and expenses incurred by the Receiver and its professionals; (b) employees' payroll, health insurance and other benefits to employees currently in effect, excluding compensation or benefits of any kind owed to Defendants, Joe Bajjani, or insiders (collectively, the "Owner Parties"), commissions due employees or independent contractors, utilities, business insurance, hazard, liability, workers' compensation and any other insurance premiums related to the protection of the interests of the property, sales, tax, general and special taxes or assessments levied on any property and improvements thereon; (c) payments to creditors including any employee wages, health insurance and other benefits to employees currently in effect and federal or state employee withholdings which relate to the previous period prior to the appointment of the Receiver (except no wages or benefits will be paid to Owner Parties without either a stipulation from all Parties or Court approval provided to the Receiver), and which are,

in the Receiver's judgment, bona fide expenses reasonably necessary to preserve, maintain, care for or collect the Assets. Notwithstanding anything to the contrary in this Order, the Receiver is not authorized to make any payments to or for the benefit of any insider, affiliate, or other person or entity related to any of the Defendants or the Defendant Representatives without the prior written consent of GemCap or further Court Order including, without limitation, the Owner Parties or McNutt Service Group, Inc. The Receiver shall obtain Court approval prior to making capital expenditures (other than emergency capital expenditures to protect the Assets from immediate damage, and individuals on or about the Assets from immediate threats to health and safety) or payment of unsecured debt (other than ordinary and necessary trade accounts payable), or payments other than those ordinarily and necessarily incurred in the operation of the Assets. After reserving sufficient funds as set forth in the Budgets to cover one month of the expenses of the receivership, the Receiver shall pay any remaining amounts to GemCap to reduce the amounts due, owing and unpaid by Defendants and reduce the accrual of interest on such amounts.

11. Neither the Receiver nor GemCap shall be liable for any expenses incurred with regard to the Assets prior to the Receiver taking possession of the Assets, nor shall the Receiver or GemCap be required to use any rents or other revenues collected after the Receiver takes possession of the Assets for payment of any expenses incurred with regard to the Assets prior to the Receiver's taking possession of the Assets (the "Commencement Date"). The Receiver may, upon prior written approval by GemCap, pay expenses incurred with regard to the Assets prior to the Commencement Date if the Receiver deems payment of said expenses necessary for the continued operation of the Assets.

12. The Receiver may demand, and make reasonable, good faith efforts to collect, and receive all accounts, issues and profits for the Assets or any part of it that are owed, unpaid, and uncollected as of the Effective Date of this Order, or hereafter to become due, and may compromise or give acquittance for accounts and payments, income or proceeds that may become due and subject to GemCap's prior written approval may institute and pursue such causes of action as may be necessary to collect on such accounts and other assets, if any.

13. The Receiver may execute and deliver in its own name as Receiver, such documents and instruments as are necessary or appropriate to consummate authorized transactions (including, but not limited to, all documents required by any financial institution to take possession of or transfer any deposit or operating accounts).

14. The Receiver may do all things and incur the risks and obligations ordinarily incurred by owners, managers, and operators of similar businesses and enterprises, and no risk or obligation so incurred shall be the personal risk or obligation of the Receiver but shall be a risk or obligation of the receivership estate. If sufficient funds to operate the Assets and its business are not available, GemCap may, in its sole and absolute discretion, advance such funds to the Receiver (the "Advances"). Other than as expressly set forth in paragraph 7 of this Order, nothing contained in this Order shall create any duty or obligation upon GemCap to make any Advances whatsoever. The Receiver is authorized, but not required, to receive the Advances from GemCap. If required to borrow funds from GemCap for purposes related to the Assets, the Receiver shall issue receiver certificates to evidence any such Advances. The repayment of all such Advances shall be secured by the Loan Documents.

15. The Receiver may institute and prosecute all suits as may be reasonably necessary in the Receiver's judgment to protect or collect the Assets subject to GemCap's prior written approval, and to defend all such suits and actions as may be instituted against the Receiver.

16. The Receiver is authorized and empowered to establish bank accounts at any bank the Receiver deems appropriate for the deposit of monies and funds collected and received in connection with its administration of the receivership estate, provided that all funds on deposit are insured by an agency of the United States Government.

17. The Receiver may obtain and pay any reasonable price for any lawful license and, to the extent permitted by law, exercise the privileges of any existing license issued in connection with the Assets or any business transacted with respect to it, until further order of the Court, and to do all things necessary to protect and maintain said licenses.

18. The Receiver is hereby authorized to make appropriate notification as needed to the United States Postal Service to forward delivery of any mail addressed to the Business to any Post Office box or other mail depository controlled by the Receiver.

19. Receiver shall maintain adequate insurance covering the Assets to the same extent and in the same manner as it has heretofore been insured, or as in the judgment of Receiver may seem fit and proper, and to cause all presently existing policies to be amended by (i) adding Receiver and the receivership estate as an additional insured within ten (10) days of the entry of this Order and (ii) obtaining additional insurance providing liability coverage or otherwise covering the Real Property, the Assets and its operations, and such insurance expense shall be deemed a normal, ordinary and necessary operating expense of the Assets. During such time as the Receiver is authorized to use the Real Property as set forth in paragraph 30 below, the existing property and casualty insurance coverage obtained by Defendants with respect to the

Real Property shall maintained in full force and effect. If there are insufficient funds in the receivership estate to procure adequate insurance, Receiver is directed to immediately petition the Court for instructions. During the period in which the Assets is uninsured or underinsured, the Receiver shall not be personally responsible for any claims arising therefrom.

20. Given the urgency of the situation and the need to appoint a Receiver, the Receiver accepts this appointment without time for independent verification that appropriate insurance is in place on the Assets or that appropriate liability or other insurance is in place to protect the assets and the receiver estate. Accordingly, the Court acknowledges that the Receiver has no responsibility or liability until such time as he/it can confirm that such insurance is in place or acquire the appropriate insurance. The Receiver will make it a priority to verify or obtain insurance coverage immediately upon this Order Appointing Receiver being entered; however, the Plaintiff, Defendant and Court acknowledge there may be a gap of time before such insurance may be in place to properly protect the assets of the estate and any employees of the estate, and that the Receiver has no responsibility or liability until such time as he/it has notified the Court by filing a notice that insurance is in place.

21. The Defendants and Owner Parties are ordered to immediately provide the Receiver with all available insurance information for both existing and prior insurance policies. This includes all applications, policies, riders, correspondence, endorsements, claims and other information. The Defendants and Owner Parties are ordered: (1) to advise the insurance agent(s) of this Order in writing, (2) designate all authority over the policies to the Receiver, and (3) take no action with regard to terminating or modifying existing insurance policies.

22. Any insurance broker, agent, carrier, or underwriter is specifically ordered by the Court to cooperate with the Receiver by timely furnishing the following: (1) copies of all

insurance policies including any riders, endorsements and applications with respect to policies related to the Receiver Estate, (2) loss history for five consecutive years or for as long as insurance has been in force if less than five years, (3) premium payment history including current status, and (4) any correspondence with insurance agents, brokers and companies. Policies shall be endorsed by the Defendants naming the Receiver as Named Insured and Loss Payee effective the date of this Order as appropriate to the type of coverage, and evidence of this policy endorsement shall be promptly supplied to the Receiver.

23. The Receiver is hereby authorized to engage insurance brokers and consultants as necessary to properly insure the assets of the Receivership.

24. Nothing contained within this Order, nor the grant or exercise of any powers provided for herein by the Receiver shall cause said Receiver to be considered a past or present owner, operator or other potentially responsible or liable party pursuant to any provision of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601, *et seq.*; the Hazardous Site Response Act (HSRA), O.C.G.A. § 12-8-90, *et seq.*; or incur liability based on ownership or operation of the Assets pursuant to any other statutory, regulatory, common law or strict liability theory. Furthermore, to the extent hazardous substances, wastes or constituents are known or discovered to be present upon the Assets, the Receiver shall not be considered to be in any direct or indirect contractual relationship with any party responsible for such substances, wastes or constituents pursuant to CERCLA and/or HSRA, and shall instead be considered to be acting solely in a "fiduciary capacity" with respect to the Assets, pursuant to 42 U.S.C. § 107(n) of CERCLA and §12-8-92(7)(C) of HSRA.

25. The Receiver shall have authority and be authorized to take possession of all bank accounts containing funds associated with the Business whether in the name of the Defendants,

or any other agents of Defendants, wherever located, and to open transfer and change all bank and trade accounts relating to the assets, so that all such accounts are in the name of the Receiver.

26. The Receiver shall have authority and be authorized to sign checks on and otherwise withdraw funds from any accounts owned by or in the name of the Defendants, or for operation of the Business, howsoever they be named. The Receiver shall also be authorized to add or delete signers, including those currently authorized on the account(s). The representatives of the Receiver initially designated with authority over these accounts shall be Henry P. Lorber, Michael H. McClellan, and S. Gregory Hays.

27. In addition, it is Ordered that the Receiver shall have the authority to open and maintain bank accounts in the name of the Receiver for the use in administering and preservation of the Defendants businesses, using the Federal Employer Identification Number of the Defendants businesses, at the Receiver's discretion. Defendants shall turnover to the Receiver any and all Federal Employer Identification Number(s) or other tax identifying/reporting numbers associated with the Assets and the Defendants' business.

28. To succeed to, take physical possession of, manage, operate, and/or renew, any licenses or permits, including but not limited to all business licenses or permits, that are presently held by the defendants or any of their related parties.

29. GemCap, its successors, assignees, agents or any of its representatives are hereby permitted, without further notice or order of this Court, to inspect; assemble; appraise; display; sever; remove; maintain; use or operate; prepare for sale or lease; process or repair; and/or lease, transfer and/or sell any or all of the Collateral (by private sale or public disposition from the Real Property) and/or foreclose on any or all of the Collateral, accept a deed in lieu of

foreclosure and to exercise any and all other rights and remedies provided for under the Loan Documents, at law and in equity.

30. Notwithstanding anything to the contrary in this Order, GemCap shall remain in control of and shall be permitted to use the Real Property pursuant to: (i) that certain Landlord Waiver and Access Agreement, entered into as of June 27, 2013 between GemCap and McNutt Service Group, Inc., and (ii) that certain Mortgagee Waiver and Access Agreement, entered into as of June 27, 2013 between GemCap and Fifth Third Bank (collectively, the "Access Agreements"). The Receiver is granted a reasonable right of access to and use of the Real Property to perform the duties specified in this Order. The Receiver shall not, by this Order or its limited use of the Real Property, be deemed to have assumed any lease of the Real Property and shall not subject the Receiver or the Receivership estate to liability for rent or other obligations set forth in any lease agreement. Unless extended by further order of the Court, this right of access shall terminate no later than 120 days after April 17, 2014.

31. In connection therewith GemCap may permit or otherwise assign by further agreement to the Receiver (or its representatives), a right of reasonable access to and use of the Real Property, as necessary for the Receiver to perform its duties under this Order. Any such right of access and use assigned to the Receiver shall be deemed incidental to the Access Agreements and shall not subject the Receiver or receivership estate to liability for rent or other obligations during the Access Period under any lease of Defendants with respect to the Real Property.

32. Receiver shall not have a duty to obtain any environmental reports, engineering reports or other reports, tests or investigations concerning the condition of the Assets unless (i) it

is requested in writing by GemCap or (ii) it receives notice from a governmental authority of a possible violation of applicable laws, ordinances or regulations.

33. The Receiver may, at any time, resign as the receiver under this Order by providing thirty (30) days prior written notice to the Court, GemCap's counsel and Defendants, whereupon the Court will entertain an emergency motion to appoint a substitute receiver.

34. Without limiting any other rights or immunities the Receiver may have at law or in equity, the Receiver shall have no liability for acts or omissions made by or on behalf of it in its capacity as the Receiver of the Assets, so long as such acts and omissions are made in good faith, without gross negligence, and in a manner that the Receiver reasonably believes is in the best interest of the Assets.

35. The Court shall retain jurisdiction and supervision of all matters concerning the Receiver and the receivership. The Receiver may seek instructions and additional authority from the Court upon written notice to GemCap and Defendants.

36. Nothing contained in this Order shall constitute or be deemed to constitute any waiver, release or impairment of any kind of any of the rights, powers and remedies of GemCap under the Loan Documents or applicable law, all of which rights, powers and remedies remain in full force and effect.

37. If a Defendant files or is the subject of a bankruptcy petition during the receivership, the Receiver shall, as soon as possible after being advised of such bankruptcy petition, give prompt notice of the bankruptcy case to the Court, and to all other parties to this action, if any.

38. If the Receiver receives notice that a bankruptcy petition has been filed and part of the bankruptcy estate includes personal property that is the subject of this Order, the Receiver shall have the following duties:

- a. The Receiver shall immediately contact GemCap and determine whether that party intends to move in the bankruptcy court for an order for (1) relief from the automatic stay, and (2) relief from the Receiver's obligation to turn over the property (11 U.S.C. § 543). If the party has no intention to make such a motion, the Receiver shall immediately turn over the property constituting the receivership estate to the appropriate entity: either to the trustee in bankruptcy if one has been appointed or, if not, to the debtor in possession and otherwise comply with 11 U.S.C. § 543.
- b. If GemCap intends to seek relief immediately from either the automatic stay and the Receiver's obligation to turn over the property of the receivership estate, the Receiver may remain in possession and preserve the property of the receivership estate pending the ruling on such motion(s) (11 U.S.C. § 543(a)). The Receiver's authority to preserve the property comprising the Receivership estate during this period shall be limited as follows:
 - i. The Receiver may continue to collect rents and other income;
 - ii. The Receiver may make only those disbursements necessary to operate, preserve and protect the receivership estate's property;
 - iii. The Receiver shall not execute any new rental, sales contracts, or other long-term contracts or leases; and
 - iv. The Receiver shall do nothing that would effect a material change in the condition of the receivership estate's property.

c. If GemCap fails to file a motion within 10 court days after receipt of notice of the bankruptcy filing, the Receiver shall immediately turn over the receivership estate's property to the trustee in bankruptcy, if one has been appointed or, if not, to the debtor in possession and otherwise comply with 11 U.S.C. § 543.

39. This Order shall supercede the Interim Order in its entirety and shall be effective nunc pro tunc as of April 9, 2014.

So Ordered nunc pro tunc as of the 9th day of April, 2014.

24th April 2014



Judge Adele P. Grubbs
Superior Court Judge
Cobb County, Georgia

Prepared and Presented by:

STITES & HARBISON, PLLC

/s/ Paul G. Durdaller
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ATTORNEYS FOR
GEMCAP LENDING I, LLC

Reviewed and Approved by:

SCROGGINS & WILLIAMSON, P.C.

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ATTORNEYS FOR THE RECEIVER


CERTIFICATE OF SERVICE

This is to certify that I have this day serviced all interested parties in the within and foregoing matter by depositing a copy of this **Order** dated the 24 day of April, **2014**, in the Cobb County Mail System in the properly addressed envelopes with adequate postage thereon address as follows:

Paul Durdaller
Stites & Harbison, PLLC
303 Peachtree Street, NE
2800 SunTrust Plaza
Atlanta, GA 30308

J. Robert Williamson
Scroggins & Williamson, PC
1500 Candler Building
127 Peachtree Street, NE
Atlanta, GA 30303

This 24 day of April, 2014.



Kenneth Holmes
Staff Attorney
Cobb Superior Court Chief Judge
Adele P. Grubbs