



REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

FILED IN COBB COUNTY SUPERIOR COURT
ASSIGNMENT FOR BENEFIT OF CREDITORS

In re: : Deed of Assignment
Georgia Hydraulic Cylinder, Inc. and :
Georgia Hydraulics International, : Book #
Inc., :
Assignors :
Hays Assignee Services I, LLC : Page #

Assignee :

STATE OF GEORGIA
COUNTY OF COBB

DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS AGREEMENT

THIS ASSIGNMENT, made this 11th day of July, 2014, between Georgia Hydraulic Cylinder, Inc. and Georgia Hydraulics International, Inc., Georgia corporations, (hereinafter "Assignors") and Hays Assignee Services I, LLC (hereinafter "Assignee").

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W I T N E S S E T H:

WHEREAS, the Assignors have been engaged in the business of manufacturing of hydraulic cylinders; and

WHEREAS, the court-appointed Receiver for the Assignors, by authority noted in Paragraph 10 of the Order Discharging Receiver and Terminating Receivership (the "Order") has the right to make the assignment described below in this document. The Order is attached as Exhibit A.

WHEREAS, the Assignors are to the best of their knowledge and belief indebted to certain known creditors, as set forth in Exhibit B attached hereto, are unable to pay their debts as they become due, and are desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose. To the knowledge of the Assignors, all creditors of the Assignors known to it along with their last known addresses and amounts owed are reflected on Exhibit B, except as otherwise provided therein.

NOW, THEREFORE, the Assignors, in consideration of the Assignee's acceptance of this assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the Assignee, his successor and assigns all of its assets, except such assets as are exempt by law from levy and sale under an execution, including, but not limited to choses in action, notes, drafts, bills, judgments, real property, leasehold interests, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies (except any cash value or

proceeds from any Directors, officers and company liability insurance policies payable to an officer or Director) claims and demands belonging to the Assignors, wherever such assets may be located, hereinafter the "Estate," as which assets are to the best knowledge and belief of the Assignors, set forth on Exhibit C attached hereto.

The Assignee shall take possession and administer the Estate in accordance with the applicable provisions of Georgia law, including specifically, but without limitation, Georgia Code Ann. Sections 11-9-301; 11-6-103; 18-2-22; 18-2-42 through 59; 34-8-174 and 44-2-1 (1999, as amended), and any other applicable law, and shall liquidate the assets of the Estate with reasonable dispatch and convert the Estate into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this assignment from the proceeds of such liquidations and collections.

The Assignee shall then pay and discharge in full, to the extent that funds are available in the Estate after payment first of all administrative expenses (including legal and accounting fees of the Assignee), costs, and disbursements, all of the known debts and liabilities now due from the Assignors. If funds of the Estate shall not be sufficient to pay such debts and liabilities in full, then the Assignee shall pay from funds of the Estate such debts and liabilities, on a *pro rata* basis, subject to any creditor priority provisions mandated by applicable law.

In the event that all debts and liabilities are paid in full, any funds of the Estate remaining shall be returned to Assignors.

All direct fees and expenses incurred in effecting the sale or recovery of the assets of the Estate referenced in Exhibit C, along with all non-extraordinary fees and expenses incurred by the Assignee in administering the Estate and fulfilling the duties of Assignee hereunder (including bond or insurance premiums, airfare, advertising, legal, accounting, mailing and other fees and expenses), shall be paid from any proceeds of the Estate. Fees and expenses shall be paid on a monthly basis, based on the firm's standard hourly rate schedule, which may be adjusted from time to time by the Assignee.

To accomplish the purpose of this assignment, the Assignors hereby irrevocably appoint the Assignee as their true and lawful attorney with full power and authority to do all acts and things which may be necessary to execute the assignment hereby created; to demand and recover from all persons all assets of the estate; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him to assist in carrying out his duties hereunder. It is acknowledged that consideration has been given for this power of attorney; it is coupled with an interest, and is therefore irrevocable.

The Assignors hereby authorize the Assignee to sign the names of the Assignors to any check, draft, promissory note, or other instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this assignment.

The Assignee hereby accepts the trust created by the assignment, and agrees with the Assignors that the Assignee will faithfully and without delay carry out his duties under the assignment.

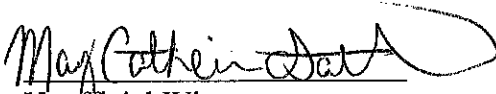
Assignors has executed and attached hereto the Affidavit required by O.C.G.A. § 18-2-46.

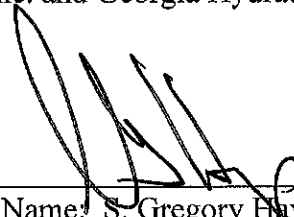
IN WITNESS WHEREOF, the parties hereto have executed this Assignment under seal as of the date first above written.

ASSIGNORS:

Signed, sealed and delivered
in the presence of:

**Hays Financial Consulting, LLC as Court
Appointed Receiver for Georgia Hydraulic
Cylinder, Inc. and Georgia Hydraulics International,
Inc.,**


Unofficial Witness

By: 
Name: S. Gregory Hays
Title: Managing Principal

Notary Public

My commission expires:

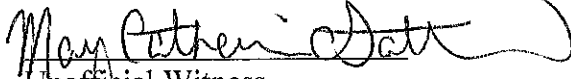
(NOTARIAL SEAL)

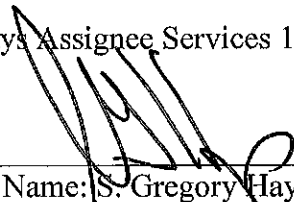
(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

Hays Assignee Services 1, LLC


Unofficial Witness

By: 
Name: S. Gregory Hays
Title: Managing Principal


Notary Public

(SEAL)

My commission expires:

(NOTARIAL SEAL)

**Kathryn A Malek
Notary Public
DeKalb County, State of Georgia
My Commission Expires 5/30/15**



EXHIBIT A

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

COBB COUNTY, GA
FILED IN OFFICE

2014 JUL -1 PM 2:50

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

Civil Action
File No. 14-1-2518-42B SUPERIOR COURT CLERK
Debra E. Hester

ORDER DISCHARGING RECEIVER AND TERMINATING RECEIVERSHIP

Before the Court is the Motion to Approve Final Report, Discharge Receiver, and Terminate Receivership (the "Motion"), filed by Hays Financial Consulting, LLC (the "Receiver") as receiver of the assets of Georgia Hydraulic Cylinder, Inc. and Georgia Hydraulics International, Inc. (collectively, the "Defendants"). The Motion was scheduled to be heard before this Court on June 26, 2014. Based on representations of counsel for Defendants, as shown by signature of counsel below, that Hot Wash Atlanta has been paid by Mr. Bajjani \$300 in settlement of its claims against Defendants, the objection raised by Hot Wash Atlanta at the hearing appears to have been resolved and is moot. Any other objections filed to the Motion or asserted at the hearing have been withdrawn or are overruled. The Court has considered the Motion, the entire record in this case, representations by counsel, and any presentations at the hearing. The court being fully advised hereby FINDS and CONCLUDES:

- A. On April 9, 2014, GemCap Lending I, LLC (the "Plaintiff") filed an emergency motion (the "Receiver Motion") with this Court for an order appointing a receiver over the assets of the Defendants and seeking other related relief. On April 24, 2014,

this Court entered a final order (the "Receiver Order") granting the Receiver Motion and appointing the Receiver as the receiver of the assets of the Defendants.

- B. As of the date the Receiver was appointed, the Plaintiff held a properly perfected, first priority security interest in all assets of the Defendants (other than those described in paragraph E below) to secure the Defendants' obligations to Plaintiff under two notes and certain related loan documents, which are more further described in the Receiver Motion and the Receiver's First and Final Report, filed on June 5, 2014 (the "Receiver's Report").
- C. On May 13, 2014, as authorized by the Receiver Order, the Plaintiff conducted an Article 9 Sale of its collateral (the "Collateral") at the offices of the Plaintiff's counsel in Atlanta, Georgia. At the Article 9 Sale, all of the Collateral was purchased by Yates Industries, Inc. (the "Buyer").
- D. Plaintiff contends that the net proceeds from the Article 9 Sale were insufficient to satisfy all of the obligations owed the Plaintiff by the Defendants under the applicable loan documents or to pay the fees and expenses of the Receiver and its counsel. Accordingly, as authorized by the Receiver Order, the Plaintiff has paid a portion of the fees and expenses of the Receiver and its counsel in amounts agreed upon by the parties and set forth in the Final Report. Other than the payment of such fees and expenses, all further net proceeds from the Article 9 Sale were retained by the Plaintiff.
- E. There are no further assets of the Defendants for the Receiver to administer other than the Defendants' interest in certain claims against the Defendants' officers and directors (the "D & O Claims"); provided, however, that the D&O Claims shall not

include any D&O claims which Plaintiff has against the Defendants' directors and officers.

- F. At this point there are no funds available to distribute to any other creditors of the Defendants. No funds will likely become available for distribution to such creditors unless a substantial recovery is realized on the D & O Claims. Accordingly, there does not appear to be any benefit to the Defendants' creditors or other parties in interest by maintaining the receivership.
- G. The Receiver has managed, preserved, protected and maintained the assets of the receivership estate in a reasonable, prudent, diligent and efficient manner.
- H. The parties agree that the grounds for the receivership no longer exist.
- I. As set forth in the Final Report, the Receiver incurred fees and expenses of \$151,616.07 from the date of its appointment through May 13, 2014, and has incurred an estimated \$15,000.00 in fees and expenses through the hearing date on the Motion, for a total of \$166,616.07. The Receiver's counsel incurred fees and expenses of \$43,684.00 for services rendered on behalf of the Receiver and the receivership estate through May 13, 2014, and has incurred an estimated \$5,000.00 in additional fees and expenses through the hearing date, for a total of \$48,684.00. Such fees and expenses were necessary and for the benefit of the receivership estate and the amount of fees and expenses is reasonable and appropriate based on the extent, nature and value of services rendered and the cost of comparable services.
- J. As of the hearing date, the Plaintiff has paid a total of \$132,923.57 out of its collateral for the fees and expenses incurred by the Receiver, and \$36,817.50 for fees and expenses of the Receiver's counsel.

- K. Accordingly, the Receiver is still owed \$33,692.50 and the Receiver's counsel is still owed \$11,866.50 in unpaid fees and expenses (collectively, the "Unpaid Fees").
- L. The Plaintiff has agreed to pay an additional \$2,000.00 to the Receiver and \$2,000.00 to the Receiver's counsel toward their Unpaid Fees. The Buyer has also agreed to pay \$1,000.00 to the Receiver and \$1,000.00 to the Receiver's counsel toward their Unpaid Fees. The Receiver and the Receiver's counsel have agreed to accept these amounts from the Plaintiff and the Buyer for their Unpaid Fees. The Receiver and the Receiver's counsel waive any charge, lien, assessment, or claim against Plaintiff, the Buyer or the Collateral for any unpaid fees or expenses of the Receiver, the Receiver's counsel or receivership estate, except as expressly provided in this paragraph. Any remaining amount of Unpaid Fees will be an administrative claim against the receivership estate.
- M. Reasonable notice of the Motion and hearing thereon has been provided to all interested parties.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Motion is granted.
2. The Receiver's Report is accepted and approved. The Court accepts and approves the Receiver's recommendations in the Final Report and expressly authorizes the Receiver to carry out the recommended actions.
3. The Court expressly approves and ratifies the actions of the Receiver during its administration of the receivership estate, including, but not limited to, the cancellation of any and all insurance policies of the Defendants.

4. The Court approves the fees and expenses of the Receiver and Receiver's counsel in the amounts set forth above and in the Final Report as being reasonable and appropriate. The Court approves and ratifies the payment of the fees and reimbursement of expenses previously paid by Plaintiff to Receiver and Receiver's counsel, and authorizes and directs Plaintiff and Buyer to pay the additional fees and expenses of the Receiver and Receiver's counsel in the amounts set forth in paragraph L above as soon as reasonably practicable after the entry of this order. The Receiver and the Receiver's counsel waive any charge, lien, assessment, or claim against Plaintiff, the Buyer or the Collateral for any unpaid fees or expenses of the Receiver, the Receiver's counsel or receivership estate, except as expressly provided in paragraph L above. Neither the Plaintiff nor the Buyer shall have any further obligation to the Receiver, the Receiver's counsel, or the receivership estate. Any Unpaid Fees that remain will constitute an administrative claim against the receivership estate and may be paid only from funds held or recovered by the Receiver or the Litigation Agent as further describe in paragraphs 9 and 10 below.

5. Effective upon ten (10) days after entry of this Order, the receivership imposed by this Court will be terminated and the receivership estate closed.

6. The Receiver and Receiver's counsel are hereby discharged of all duties, responsibilities and obligations in connection with the administration of this receivership and the receivership estate, including, but not limited to, the preparation or filing of any tax returns, the retention of any business records, or the payment of any insurance premiums.

7. The Receiver, the Receiver's counsel, and all persons and entities engaged and employed by them are hereby released and absolved of and from any and all claims arising from the performance of their official duties or the administration of the receivership estate, including,

but not limited to, any claims concerning or relating to the filing of any local, state, or federal tax return for either of the Defendants and/or the reporting of any income, assets, or tax consequences to any person or entity.

8. The Receiver, the Receiver's counsel and all persons and entities engaged or employed by them are forever discharged of any liabilities arising from or out of the receivership or their management thereof, including any such liabilities to either of the Defendants, to any holder of any claims against or interests in either of the Defendants, or to any other party.

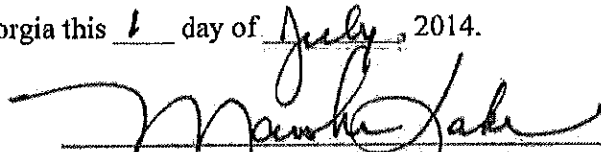
9. The Receiver is authorized to apply up to \$1,500.00 of the balance remaining in any checking accounts or other accounts established to hold funds or other assets of the receivership estate towards the payment of the Unpaid Fees. Any amount received by the Receiver including any balance in such accounts in excess of \$1,500.00, if any, shall be remitted to Plaintiff or Buyer as follows: (i) any amounts received on or before May 9, 2014 shall be remitted to Plaintiff; and (ii) any amounts received after May 9, 2014 shall be remitted to Buyer. Once any pending checks or withdrawals have cleared such accounts, the Receiver is authorized to close such accounts.

10. The Receiver is authorized to assign the D & O Claims to Hays Assignee Services I, LLC (or any other affiliate of the Receiver) as an assignment for the benefit of creditors or otherwise. The Receiver is authorized to execute such documents and take such actions as may be necessary to effectuate such assignment, and the assignee is hereby authorized to pursue, settle, or abandon the D & O Claims in its sole discretion, including retaining one or more firms to pursue such claims on a contingency basis or otherwise. If and when any recovery on the D & O Claims or otherwise is realized, and if there are sufficient net proceeds realized to make a distribution to the Defendants' creditors, the assignee shall take such actions as it is authorized to

do under applicable state law to distribute such net proceeds to the Defendants' creditors without further order of this Court.

11. To the extent any dispute arises concerning the provisions of this Order, Receiver's administration of the assets entrusted to it, or the assignments authorized in paragraph 10 above, and if and to the extent that any person or entity seeks to pursue or assert any claim or action against the Receiver arising out of or related to its duties as Receiver in this case, this Court retains jurisdiction to hear and resolve any such disputes or claims.

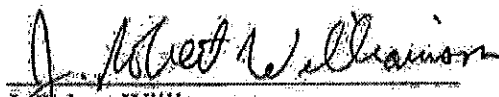
DONE and ORDERED at Marietta, Georgia this 1 day of July, 2014.



Judge, Superior Court of Cobb County

Prepared and presented by:

SCROGGINS & WILLIAMSON, P.C.



J. Robert Williamson
Georgia Bar No. 765214
J. Hayden Kepner, Jr.
Georgia Bar No. 416616
127 Peachtree Street, NE
Suite 1500
Atlanta, GA 30303
T: 404-893-3880
F: 404-893-3886

Counsel for the Receiver

Approved and Consented to by:

STITES & HARBISON PLLC

By: Paul G. Durdaller (by law w/express permission)

Paul G. Durdaller
Georgia Bar No. 307740
Valerie K. Richmond
Georgia Bar No. 142188 Paul G.

303 Peachtree Street, N.E.
2800 SunTrust Plaza
Atlanta, GA 30308
Telephone: (404) 739-8800
Facsimile: (404) 739-8870
pdurdaller@stites.com
vrichmond@stites.com

Counsel for the Plaintiffs

GORDON & REES LLP

By: Leslie K. Eason (by law w/express permission)

Leslie K. Eason
Georgia Bar No. 100186
3455 Peachtree Road, Suite 1500
Atlanta, Georgia 30326
leason@gordonrees.com
Telephone: (404) 869-9054
Fax: (678) 389-8475

Counsel for the Defendants

CERTIFICATE OF SERVICE

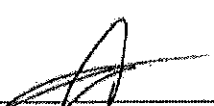
This is to certify that I have this day served all interested parties in the within and foregoing matter by depositing a copy of this **Order** dated the 1 day of July, **2014**, in the Cobb County Mail System in the properly addressed envelopes with adequate postage thereon addressed as follows:

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

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

Leslie K. Eason
Gordon & Rees, LLP
3455 Peachtree Rd, Suite 1500
Atlanta, GA 30326

This 1 day of July, **2014**.



Angela Cunningham
Judicial Administrative Assistant to
Cobb Superior Court Chief Judge
Adele P. Grubbs

EXHIBIT B

Georgia Hydraulic Cylinders, Inc.
Vendor Contact List

April 15, 2014

Vendor	Bill from	Balance Total
Abdo N. El Khoury	Abdo N. El Khoury	1,512.73
ACS OF GEORGIA-CHAMBLEE	ACS OF GEORGIA-CHAMBLEE 3812 GREEN INDUSTRIAL WAY CHAMBLEE, GA 30341	1,881.92
ALACOTE, CORP.	ALACOTE, CORP. P.O. Box 1620 Anniston, AL 36202-1620	8,700.00
AT&T	AT&T P.O. Box 105262 Atlanta, Ga. 30348-5262	7,523.74
ATS	ATS 1049 Trald Ct Marietta, GA 30062	1,700.86
AuditT3, LLC	AuditT3, LLC 5 Terrapin Trail Taylors, SC 29687	3,849.00
Austell Natural Gas System	Austell Natural Gas System P.O. Box 685 Austell, Ga. 30168-0685	5,342.24
B GREEN SERVICES, LLC	B GREEN SERVICES, LLC 4479 Westfield Drive SW Mableton GA 30126	135.00
Bagby Elevator Company, Inc.	Bagby Elevator Company, Inc. PO Box 320919 Birmingham, AL 35232-0919	785.32
BIC ALLIANCE	BIC ALLIANCE P.O. BOX 40166 BATON ROUGE, LA 70835-0166	8,402.00
Blake & Pendleton, Inc	Blake & Pendleton, Inc. Dept#0671 P.O. Box 850001 Orlando, FL 32885-0671 USA	753.42
Bright Fox Agency	Bright Fox Agency 1465 Northside Drive Ste 215 Atlanta, GA 30318	300.00
capital Premium Financing	Capital Premium Financing P.O Box 660899 Dallas, TX 75266-0899	9,672.97
Cintas Corporation #071	Cintas Corporation #071 3600 Kennesaw 75 Pkwy Kennesaw, Ga. 30144	285.92
Coastal Wipers	Coastal Wipers 6803 Parke East Blvd. Tampa, FL 33610	280.11
Cobb County Water System	Cobb County Water System PO BOX 580440 Charlotte, NC 28258-0440	383.09
Control Southern Inc.	Control Southern Inc. P.O. Box 102363 Atlanta, Ga. 30368-2363	286.00
DECO TOOL COMPANY	DECO TOOL COMPANY P.O. BOX 3097 DAVENPORT, IA 52808	25,698.59
EMC Security	EMC Security 55 Satellite Blvd.,NW Suwanee, GA 30024	67.80
Eric Loadman	Eric Loadman,229 Legacy Park Lane, Powder Springs, GA 30127	2,012.48
Fastco Corporation	Fastco Corporation P.O. Box 2473 Gainesville, GA 30503	332.60
Federal Express	Federal Express P.O. Box 660481 Dallas, Tx 75266-0481	48.77
FedEx Freight	FedEx Freight DEPT CH PO BOX 10306 PALATINE IL 60055-0306	104.50
Fifth-Third Bank	Fifth-Third Bank, 6310 Fairviw Road, Charlotte, NC 28210	23,816.82
Finish Systems	Finish Systems 2691 S Calhoun Rd New Berlin, WI 53151	67.40
Georgia Power	Georgia Power 96 Annex Atlanta, Ga. 30396-0001	20,908.38
GSB DBA CRC SEAL DIVISION	GSB DBA CRC SEAL DIVISION P.O. BOX 2299 ROBERTSDALE, AL 36567-2299	19,613.49
Hot-Wash Atlanta	Hot-Wash Atlanta 2125 Mountain Industrial Blvd Tucker, Ga. 30084	525.04
Interstate Marketing Corporation	Interstate Marketing Corp. 104 Spence Ln. Nashville, TN. 37210	100.00
K&C Landscaping	K&C Landscaping 1360 Pathfinder Place Hoschton, GA 30548	2,824.25
Manufacturers Distributor Inc.	Manufacturers Distributor Inc. P.O. Box 341706 Tampa, FL 33694-1706	329.00
Mazuma, LLC	Mazuma, LLC 2335 Chesterfield Dr Maryville, TN 37803	4,062.26
McMaster-Carr	McMaster-Carr P.O. Box 7690 Chicago, IL 60680-7690	8,633.16
MIQ LOGISTICS	MIQ LOGISTICS 32344 COLLECTION CENTER DR CHICAGO, IL 60693-0323	886.33
Mitchell Crowley	Mitchell Crowley 81 Electric Dam Road Dallas GA 30132	240.00

~~SECRET~~

**Georgia Hydraulic Cylinders, Inc.
Vendor Contact List**

April 15, 2014

Vendor	Bill from	Balance Total
MSC Industrial Supply Co.	MSC Industrial Supply Co. Dept. CH 0075 Palatine, IL 60055-0075	13,580.30
nexAir, LLC/Specialty Gases	nexAir, LLC/Specialty Gase PO Box 125 Memphis, TN 38101-0125	12,393.92
Nimet SLR	Nimet SLR c/o Lyle & Levine 274 Washinton Ave Marietta GA 30060	61,938.57
Office of Insurance and Safety Fire Commi	Office of Insurance and Safety Fire Commi Safety Engineering P.O. Box 935467 Atlanta, GA 31193-5467	120.00
Premier Infosource	Premier Infosource PO Box 673385 Marietta, GA 30006	385.00
Pro-Tec Fire & Safety	Pro-Tec Fire & Safety	320.00
Protective Industries, Inc. DBA Caplugs	Protective Industries, Inc. DBA Caplugs 3012 Momentum Place Chicago IL 60689-5300	1,892.14
Randall Bearings, Inc.	Randall Bearings, Inc. PO Box 1258 Lima, Ohio 45802	1,860.92
Republic Services	Republic Services #800 PO Box 9001099 Louisville, KY 40290-1099	1,851.30
Riverside Owners Association	Riverside Owners Association 400 S. Tryon Street Suite 1300 Charlotte, NC 28285	13,572.82
Ryerson	Joseph T. Ryerson & Son, Inc PO Box 905716 Charlotte, NC 28290-5716	49,458.81
Scot Industries	Scot Industries P.O. Box 910018 Dallas, TX 75391	158,033.63
Seals and Packings, Inc	Seals and Packings, Inc PO Box 678075 Dallas, TX 75267-8075	10,682.06
Sherwin Williams (D'Ville)	Sherwin Williams (D'Ville) 9580 Highway 5 Douglasville, GA 30135-1512	207.45
Shumate	Shumate Mechanical 2805 Premiere Pkwy Duluth, GA 30097	4,189.29
Southeastern Freight Lines	Southeastern Freight Lines P.O. Box 100104 Columbia, SC 29202-3104	88.74
Southern Paints, Inc.	Southern Paints Inc. 2361 S. Cobb Drive Smyrna, Ga. 30080	1,199.00
Spinweld, Inc.	Spinweld, Inc. W227 N546 Westmound Drive Waukesha, WI 53186	351.45
SUMMO STEEL CORP.	SUMMO STEEL CORP. 4041 North Service Road Burlington, Ontario L7L 4X6 CANADA	325.00
Sunnen Products Company	Sunnen Products Company PO Box 952481 St. Louis, MO 63195-2481	235.00
THOMAS REUTERS - WEST	THOMAS REUTERS - WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, IL 60197-6292	3,972.12
TY Bolts Inc.	TY Bolts, Inc. 5757 Cousins Street Austell, Ga. 30168	3,835.38
Uline	Uline PO BOX 88741 Chicago, IL 60680-1741	1,114.41
UPS	UPS P.O. BOX 7247-0244 Philadelphia, PA 19170-0001	1,193.52
UPS Freight	UPS Freight PO BOX 533238 Charlotte, NC 28290-3238	4,181.10
UPS Supply Chain Solutions Inc	UPS Supply Chain Solutions Inc 28013 Network Place Chicago, IL 60673-1280	1,669.92
Wyatt Seal Inc.	Wyatt Seal Inc. P.O. Box 869 IRMO, SC 29063	22,629.22
		<u>533,346.26</u>

EXHIBIT C

List of Assets

1. All claims asserted by the Court-Appointed Receiver for Georgia Hydraulic Cylinder, Inc. and Georgia Hydraulic International, Inc. under Policy No. DPL3006389 issues by Great American Insurance Company.
2. Any and all other assets, rights, claims or interests that Georgia Hydraulic Cylinder, Inc. and Georgia Hydraulics International, Inc., may hold and which have not otherwise been expressly assigned, sold or conveyed prior to the date of this Assignment.

FILED IN COBB COUNTY SUPERIOR COURT
 ASSIGNMENT FOR BENEFIT OF CREDITORS

In re: : Deed of Assignment
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 Hays Assignee Services I, LLC : Page #

 Assignee :

STATE OF GEORGIA
 COUNTY OF COBB

AFFIDAVIT OF ASSIGNORS

Personally appeared before me, S. GREGORY HAYS, in his capacity as Managing Principal of Hays Financial Consulting, LLC the Court Appointed Receiver of Georgia Hydraulic Cylinder, Inc. and Georgia Hydraulics International, Inc., Georgia corporations (“**Assignors**”), who being duly sworn according to law, says on oath, with respect to that certain Deed of Assignment for Benefit of Creditors Agreement, dated as of the July 11, 2014, between Assignors and Hays Assignee Services I, LLC (“**Assignee**”), as follows:

1. The assignment conveys all property held, claimed or owned by Assignors at the time of making the assignment;
2. All recitals and all estimates of totals and values therein and list of creditors are true to the best of Assignors’ knowledge, information and belief;
3. The debts set out as due to preferred creditors are bona fide, just, due and unpaid; and
4. The assignment is not made for the purpose of hindering, delaying or defrauding creditors.


Under penalty of perjury, I swear that the above information is, to the best of my knowledge, information and belief, true, correct and complete.

**Hays Financial Consulting, LLC as Court Appointed Receiver for
Georgia Hydraulic Cylinder, Inc. and Georgia Hydraulics International, Inc.**


By: S. Gregory Hays, Managing Principal
Hays Financial Consulting, LLC

July 11, 2014
Date

Sworn to and subscribed
Before me on July 11, 2014


Notary Public [Affix seal and
State date of expiration of
Commission]

Kathryn A Malek
Notary Public
DeKalb County, State of Georgia
My Commission Expires 5/30/15

