

In Re:

PERFORMANCE HANDLING COMPANY, LLC,

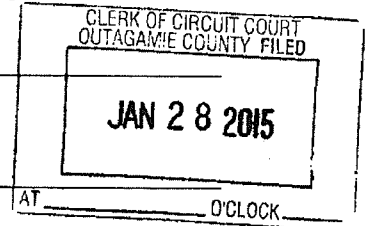
15CV73

Case No. 14 CV _____

Case Code: 30304

Assignor.

ORDER APPOINTING RECEIVER



Based upon the Assignment for the Benefit of Creditors filed by the Performance Handling Company, LLC, (formerly known as Product Handling Concepts, LLC) and pursuant to Chapter 128 of the Wisconsin Statutes;

IT IS HEREBY ORDERED AS FOLLOWS:

1. Rebecca DeMarb (DeMarb), whose principal offices are located at 121 S. Pinckney St., Suite 525, Madison, Wisconsin, is hereby appointed Receiver of the Assignor, effective immediately at the opening of business on the 20th day of January, 2015.
2. DeMarb shall have all the usual and customary powers vested in her by Chapter 128 of the Wisconsin Statutes and the laws applicable thereto.
3. Within ten (10) days of the date of this Order, DeMarb shall file her acceptance of the assignment in writing pursuant to Wis. Stat. § 128.05.
4. The surety bond from the Receiver shall be issued by an insurance carrier in the amount of \$10,000.00. The bond will be allowed to stand until assets come into the possession of the Receiver exceeding this value; the premium for such bond may be taken from the assets that come into the Receiver's possession. DeMarb will file proof of the bond with this Court upon

issuance and within ten (10) days of the date of this Order, pursuant to Wis. Stat. § 128.09, within.

5. Debtor shall file a verified list of assets and liabilities of the Debtor within fifteen (15) days of the date of this Order, and shall turn over to the Receiver all books and records of the Debtor within 15 days of the date of this Order; including, but not limited to, information regarding all outstanding obligations/contracts, including those that are pending, have been completed within the last six months and/or still have outstanding accounts with the Debtor, the corresponding names of all vendors, tenants, and contractors, if any, including addresses and the status of those obligations and copies of all contracts regarding same. The Receiver shall give notice of this Order and the assignment for the benefit of creditors to all known creditors or owners of claims against the Debtor, by mail and by publication, as a Class III Notice under Wis. Stat. Ch. 985, in Outagamie County, Wisconsin, and including notice to all relevant governmental agencies and taxing authorities.

6. The Notice required above shall direct all creditors and claimants to file their claims within three months of the date of the Notice, with the Outagamie County Clerk of Circuit Court. The Notice shall direct that all creditors and claimants failing to timely file their claims shall be precluded and barred from participating in any dividend payable to creditors.

7. Debtor, its agents, directors and officers are enjoined and restrained from transferring, encumbering, or otherwise disposing of any of Debtor's assets.

8. All creditors and claimants of the Debtor are enjoined and restrained from commencing or prosecuting any action or proceeding against the Debtor, and are enjoined from continuing to prosecute any action or proceeding currently pending against the Debtor, except for these proceedings. The Notice required above shall notify all creditors and claimants of this injunction.

9. DeMarb is hereby authorized to employ, at her discretion, such appraisers, managers, liquidators, accountants, attorneys, financial advisors, management consultants, business and/or real estate brokers and other professional persons (collectively, "Professionals") as shall be deemed by DeMarb to be necessary to the administration of this estate. In the event Professionals are to be retained by DeMarb, notice shall be given to the Court, and such other parties who make an appearance in this case, of DeMarb's intent to retain Professionals, the amount or rate of compensation the Receiver proposes to pay Professionals, and the type of work to be performed by the Professionals. Final compensation of Professionals shall be determined by Order of this Court after a proper Motion by DeMarb or the Professionals requesting final approval of fees and costs, with due notice of the motion being sent to all interested parties. DeMarb is, however, authorized to pay Professionals subject to final approval of this Court, on an interim basis, subject to recoupment and disgorgement. The fees of all Professionals shall be treated as administrative costs pursuant to Wis. Stat. § 128.17(1)(b). Entities paying such fees in advance of the distribution to creditors in this case shall have an administrative claim against the assets of the estate.

10. DeMarb is authorized to operate the business of the Debtor, if doing so is in the best interests of the creditors and of the Debtor, and is authorized to enter into a management agreement for such operation and employ the manager as a Professional.

11. DeMarb is hereby authorized to negotiate with appropriate parties for the sale of all or a portion of the Debtor's assets, consistent with the best interests of the creditors and claimants. If DeMarb completes the negotiation of a sale, and has received, in writing, an acceptable written offer to purchase all or a portion of the Debtor's assets, then she shall give Notice to all creditors and claimants of the existence of the proposed sale, the terms of the proposed sale,

and the timing of any closing. The sale notice shall give creditors filing claims in the case and other interested parties as the Court may direct at least ten (10) days from the date of the Notice to object, in writing, to the proposed sale. If no objection is timely filed, the Court will enter an order authorizing DeMarb to sell the assets in accordance with the notice without need for further hearing on the motion. If an objection to the sale is timely filed, the Court will schedule a hearing on the proposed sale at the earliest convenient date and time on the Court's calendar.

12. DeMarb's authority as the Receiver includes, but is not limited to, the authority to:

- a. Use any federally insured institution as the Receiver so chooses, as a depository for any funds which may come into her possession from the sale or liquidation of the Debtor's assets, or for other funds procured by her during the administration of this case.
- b. Commence or continue litigation or other proceedings regarding any claims or causes of action now existing in favor of the Debtor or which arise during the course of the Receivership and inure to the benefit of the estate.
- c. Enforce, collect, settle, compromise, sell or dispose of any accounts receivable, rents receivable, claims, demands and causes of action existing in favor of the Debtor and to settle and compromise any and all claims against the Debtor.
- d. Borrow any money necessary to properly carry out the terms of the Receivership if it appears to her necessary and advisable to do so, and to pledge, hypothecate, mortgage or assign all or a portion of the Property as security for said loan

or loans, subject to existing valid and properly perfected security interest, liens and mortgages.

- e. Execute, acknowledge and deliver all agreements, leases, contracts, bills of sale, assignments, releases, deeds, conveyances, transfers and other documents necessary and proper to carry out the Receivership.

13. DeMarb and her agents shall not be liable to the Debtor or to any of its creditors for anything that they may in good faith do or omit to do hereunder, or for any conduct whatsoever, save bad faith. DeMarb does not assume any liability under any executory contract(s) or unexpired lease(s) of the Debtor, including, without limitation, any lease of real or personal property.

14. DeMarb shall account for the revenue and expenses of the Debtor under its tax identification number.

15. DeMarb shall not, by the exercise of any authority under this Order, be deemed to possess or control, nor hold title to the subsurface of any property, nor any hazardous waste or hazardous substance. The terms "hazardous waste" and/or "hazardous substance" mean those substances which are regulated by, or form the basis of liability under any federal, state or local environmental laws, including, without limitation, asbestos, polychlorinated biphenyls ("PCBs") and radioactive substances, or any other material or substance which has in the past, or could in the future, constitute a health, safety or environmental risk.

16. Upon presentation of this Order, all persons or entities, including banks, controlling possession of any portion of the Debtor's property shall cooperate with the Receiver in obtaining control over any such property.

17. All persons or entities, including banks, controlling possession of property of the Debtor or its receipts shall cooperate with the Receiver on obtaining control over the same. Upon presentation of this Order, all persons or entities, including banks, shall turn over all funds, operating bank account


and/or safe deposit boxes owned or controlled by the Debtor to the Receiver without delay and delete all designated signors on the bank account.

18. As of the date of entry of this Order, any insurance company making payment to Debtor for any claim or for return of any refund of premium to Debtor is ordered to pay the same to the Receiver; and the receipt by the Receiver of such amounts shall operate as a discharge to the said insurance company to the extent of the amount paid. Debtor, its representatives, and/or any other person or entity in possession of such insurance payments received, but not cashed, prior to the date of entry of this Order shall properly endorse any checks and send such insurance payments/proceeds via overnight delivery to the Receiver. In the event that Debtor receives or comes into possession of any such insurance payments, either claims based or representing a return of premium after entry of this Order, those payments shall be turned over to the Receiver immediately. All such insurance companies, whether named herein or otherwise, are hereby enjoined and restrained from paying such claims or make payment of premium refunds of the Debtor to any person other than the Receiver.

19. DeMarb may, from time to time, and as needed, apply for such other and further relief as may be deemed just and equitable.

Dated this ~~20th~~ day of January, 2015.

BY THE COURT



Honorable MITCHELL J. MATYKOWSKI
Outagamie County Circuit Court