BILL GARRETT, Davidson County
Trans:T20120073220 DEEDWARR
Recvd: 09/27/12 15:37 29 pgs
Fees:148.00 Taxes:1850.00
20120927-0088271

Prepared By: + Return to:
NEAL & HARWELL, PLC
150 Fourth Avenue North
Suite 2000
Nashville, Tennessee 37219
(615) 244-1713

RECEIVER'S DEED

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP-PARCEL:
Kirkland Ave LLC 1100 Tuckahoe Drive Nashville, TN 37207	Same	Map 072 Group 02 Parcel 05100

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, JOHN C. WHEELER, in his capacity as receiver for HACKETT PRECISION COMPANY, INC. and not in his individual capacity, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto KIRKLAND AVE LLC, the GRANTEE herein, its heirs, successors and assigns, a certain tract of land in Davidson County, Tennessee, described as follows, to wit:

SEE ATTACHED EXHIBIT A.

This is improved property known as 1001 West Kirkland Avenue, Nashville, Davidson County, Tennessee.

TO HAVE and to HOLD the said tract of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its heirs and assigns forever.

GRANTOR covenants with the said GRANTEE that this deed is executed and delivered pursuant to and the conveyance of the subject property is authorized by that certain Order

Appointing Receiver and Granting Related Relief and that certain Order Authorizing Sale of Real Property, entered in the Chancery Court for Davidson County, Tennessee in the case *Fifth Third Bank v. Hackett Precision Company, Inc.*, Case No. 10-1730-II, copies of which are attached as Exhibit B.

Witness my hand this 27th day of September, 2012.

John C. Wheeler, in his capacity as receiver for Hackett Precision Company, Inc. and not in his individual capacity

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook)

Personally appeared before me, a Notary Public in and for said County and State, John C. Wheeler, receiver and not in his individual capacity, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the receiver for Hackett Precision Company, Inc., and acknowledged that he executed the within instrument for the purposes therein contained in his capacity as receiver.

WITNESS my hand and seal, at office in Chicago, Illinois, ~~Tennessee~~, this the 27th day of September, 2012.

Notary Public

My Commission Expires:
9-21-2015

OFFICIAL SEAL
ELISA Y. VAZQUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-21-2015

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $500,000.00.

Affiant

Sworn to and subscribed before me this 27th day of September, 2012.

Notary Public

My Commission Expires:

9-21-2015

OFFICIAL SEAL
ELISA Y. VAZQUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-21-2015

EXHIBIT 'A'

LEGAL DESCRIPTION

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located north of West Kirkland Avenue and 1200 feet, more or less, west of Gallatin Road and being more particularly described as follows:

Beginning at an iron pin in the southwesterly corner of Raymond Vandiver of record in Book 6566, page 1 R.O.D.C., said pin being in the northerly margin of West Kirkland Avenue, and being the southeasterly corner of herein described property;

Thence, with said northerly margin, N 82° 14' 18" W, 384.90 feet to an iron pin in the easterly margin of CSX Transportation Railroad;

Thence, with said railroad margin and a curve to the left 502.16 feet to an iron pin, said curve having a central angle of 14° 19' 13", a radius of 2009.15 feet and a chord of N 37° 44' 08" E, 500.86 feet;

Thence, with the southerly line of M. L. Wakefield, of record in Book 7092, page 207, R.O.D.C., S 75° 26' 55"E, 141.22 feet to an iron pin in the westerly line of above-mentioned Vandiver;

Thence, with Vandiver's westerly line S 08° 31' 30" W, 417.20 feet to the point of beginning.

Containing 107,557 feet or 2.47 acres, more or less.

Being the same property conveyed to HPC, Inc., a Tennessee corporation by General Warranty Deed from The Gleason Works, a New York corporation of record in Book 7879, page 102, Register's office for Davidson County, Tennessee. The said HPC, Inc., a Tennessee corporation having since changed it name to Hackett Precision Company, Inc, a Tennessee corporation by Articles of Amendment to Charter of record in Book 7976, page 573, in said Register's Office.

This is improved property known as 1001 West Kirkland Avenue, Nashville, Tennessee.

EXHIBIT B

Order Appointing Receiver and Granting Related Relief
Order Authorizing Sale of Real Property

(see attached)

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
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CLERK & MASTER
DAVIDSON CO. CHANCERY CT.
KS

FIFTH THIRD BANK, an Ohio banking corporation, for itself and as Agent.	)	
PLAINTIFF(S)	)	
Vs.	)	Case No. 10-1230-IV
HACKETT PRECISION COMPANY, INC., a Tennessee corporation; and HPC HOLDING CORP., a Delaware corporation	)	
DEFENDANT(S)	)	

ORDER APPOINTING RECEIVER AND GRANTING RELATED RELIEF

This matter is before the Court on the Verified Complaint (the "**Complaint**") filed by Fifth Third Bank (the "**Plaintiff**") against the above named defendants (collectively the "**Defendants**") on October 27, 2010. The Court has reviewed the Complaint, and any answer and/or response filed by the Defendants, and all other documents contained within the Court file in this matter, and has heard any required witness testimony and the presentation of counsel in connection with a hearing (the "**Hearing**") held by the Court on November 9, 2010 to consider Plaintiff's request for possession of the property described in the Complaint and for the appointment of a Receiver. The Court is otherwise fully advised in the premises. In connection with the foregoing, the Court specifically finds as follows:

A. The Court has jurisdiction over this matter and the authority to appoint a Receiver pursuant to the terms of T.C.A. § 29-1-103.

B. The Complaint and all related process, including notice of the Hearing, has been properly served upon the Defendants. No other service or notice with respect to the entry of this Order is required except as otherwise provided herein.

C. The Loan Documents described in the Complaint have been executed and delivered in favor of the Plaintiff by the Defendants, and are enforceable in accordance with their terms and conditions. The Plaintiff holds a validly perfected lien and security interest in all of the property described in the Complaint as the Collateral. The Indebtedness defined in the Complaint is due and payable in full to the Plaintiff by the Defendants as of the date of this Order, in accordance with the terms and conditions of the Loan Documents.

D. Based on the facts and circumstances of this case, the Plaintiff is entitled to the appointment of a Receiver to take possession of the Receivership Assets (as defined herein) under the terms of the Loan Documents and as a matter of law under T.C.A. § 29-1-103 in order to protect, preserve, maintain and maximize the value of the Receivership Assets. The Defendants have, without limitation, (i) failed and refused to deliver possession of the Receivership Assets to the Plaintiff in accordance with the terms and conditions of the Loan Documents, (ii) failed to continually insure the Receivership Assets, and (iii) failed to make timely payments of compensation and benefits to employees, and related payroll taxes to tax authorities in the ordinary course of business, and such actions on the part of the Defendants provide a basis for the Court to grant the relief described in this Order. In addition, the Court finds that the appointment of a Receiver to take possession of the Receivership Assets will facilitate the timely and cost efficient disposition of the Receivership Assets for the benefit of all creditors of the Defendants, and that such relief is in the best interests of the Plaintiff and all other parties in interest.

E. The proposed receiver, John C. Wheeler, is affiliated with Development Specialists, Inc. ("**DSI**"), and is experienced in the arenas of distressed property, business management and sales. Both Mr. Wheeler and DSI, who Mr. Wheeler intends to retain as a

financial consultant in this matter, have no interests or connections with the Defendants. Mr. Wheeler is qualified to serve as the Receiver in this matter.

F. Capitalized terms used but not defined in this Order shall have the meaning given to such terms in the Complaint.

Accordingly, IT IS HEREBY ORDERED as follows:

1. Plaintiff's request for the appointment of a Receiver is GRANTED on the terms and conditions set forth herein.

2. John C. Wheeler is, as of the date of entry of this Order, hereby appointed as receiver (the "**Receiver**") of all assets, tangible or intangible of the Defendants in which the Plaintiff has a security interest, together with all income, revenue, rents, proceeds and profits attributable to such assets (collectively herein, the "**Receivership Assets**"), as more particularly described in the Loan Documents attached as Exhibits to the Complaint. The Receivership Assets include, and Receiver is specifically authorized, in furtherance of the duties created under the terms of this Order, to enter onto the premises of the Defendants located at 1001 West Kirkland Avenue, Nashville, Tennessee 37216 (the "**Premises**"). The Receiver is authorized to maintain possession of the Receivership Assets at the Premises until the earlier of (i) termination of the Receivership as set forth herein, or (ii) such right to possession is terminated after the transfer of title to the Premises to a purchaser pursuant to foreclosure, or until further order of this Court, provided that possession of the Receivership Assets shall not in any event constitute the transfer of legal or equitable title to any of the Receivership Assets to the Receiver or the Plaintiff. For purposes hereof, the Receivership Assets specifically include, without limitation, the Premises, and the following property of the Defendants:

(a) All security deposits and security deposit accounts;

(b) An aged listing of all accounts payable of the Defendants;

(c) All accounts receivable of the Defendants;

(d) All documents identifying and summarizing all pending litigation related to any of the Defendants or impacting the Receivership Assets (excluding this action);

(e) All documents pertaining to all equipment leases and contracts, facility leases and contracts, and any other existing leases and contracts related to any of the Receivership Assets;

(f) All employee payroll records, employee files, and employment applications;

(g) All documents, books, records, and computer files and all passwords needed to access information and all other records concerning the income and operation and management of the Receivership Assets;

(h) A list of utilities and utility accounts and contracts;

(i) All equipment, machinery, inventory, furniture, vehicles, and supplies;

(j) All technical manuals for all systems, machinery and equip together with operating procedures;

(k) Petty cash funds, if any;

(l) Permits, licenses and any other regulatory documents;

(m) All insurance policies relating to the Receivership Assets;

(n) All customer lists relating to the Receivership Assets;

(o) All marketing and advertising material;

(p) All existing bank accounts of the Defendants; and

(q) All records required to be kept under applicable safety and environmental laws, including, without limitation, any environmental studies, Federal or State correspondence or records, and such other records pertaining to the management of the Receivership Assets as may be reasonably requested by Receiver.

3. This appointment (herein from time to time the "**Receivership**") is for the purpose of taking possession of, managing as necessary, and marketing and selling the

Receivership Assets (whether such sale occurs as a going concern or otherwise), in reasonable fashion so as to reasonably maximize the sale value of the Receivership Assets to the Plaintiff and other creditors of the Defendants, as further described in the Plaintiff's Complaint.

4. The Receiver shall not be obligated to post a bond. The Receiver's duty to act as receiver is subject to the terms of this Order, as it may be amended, supplemented or modified from time to time.

5. The Receiver shall have possession, custody, and control of the Receivership Assets until they are sold and the proceeds distributed pursuant to Order of the Court, subject at all times to the authorization of the Receiver to manage the Receivership Assets and expend monies comprising the Receivership Assets as set forth in this Order. The Defendants and their respective officers, shareholders, directors, managers and employees shall immediately turn over possession, custody, and control of the Receivership Assets to the Receiver and shall cooperate fully with the Receiver as the Receiver performs the duties provided under this Order, and shall immediately deliver to the Receiver all keys and/or passcodes necessary to access any of the Receivership Assets. The Defendants shall make available to the Receiver all books and records necessary or helpful to the Receiver in the performance of its duties under this Order.

6. Neither the Receiver nor Plaintiff shall be liable for any expenses or accounts payable of any kind or nature, including, without limitation, unpaid payroll obligations or related payroll tax obligations, arising on account of or with respect to any of the Receivership Assets and which were incurred prior to the Receiver's taking possession of the Receivership Assets, and, subject to the terms hereof setting forth the powers of the Receiver, neither the Receiver nor Plaintiff shall be required to use any income collected after the Receiver takes possession of the Receivership Assets for payment of any such expenses or accounts payable with regard to the

Receivership Assets incurred prior to the Receiver's taking possession of the Receivership Assets.

7. The Receiver is granted the fullest powers and rights of a receiver permitted under applicable law and in equity to preserve, manage, secure and safeguard the Receivership Assets. The Defendants and their members, managers, officers, employees, independent contractors and agents shall have neither possession nor control of, nor any right to, income generated from or attributable to the Receivership Assets. Without limiting the generality of the foregoing, the Receiver is specifically authorized and empowered, as necessary in each case in the reasonable business judgment of the Receiver to effectuate possession and disposition of the Receivership Assets, and to maximize the value of the Receivership Assets:

a. To manage the business and affairs of, and to make ordinary and extraordinary business decisions for the Defendants, independent of and without interference from the shareholders, members, owners, officers, directors and/or managers of the Defendants, and to exclude and bar entry to the Defendants and their members, managers, officers, agents, representatives, servants and employees from access to the Premises and the Receivership Assets;

b. To manage, control, take custody of, secure, supervise, maintain, operate, preserve and, to the extent feasible, make productive the Receivership Assets, including taking control of all tangible and intangible property necessary to operate any ongoing business of the Defendants, such as credit card depository accounts, operating accounts, post office boxes, mail deliveries, licenses of any kind and the like;

c. To make and effectuate any necessary or proper repairs, restorations, maintenance, replacements, alterations, additions, or improvements to the Receivership Assets as the Receiver may from time to time deem appropriate and advisable;

d. To select, hire, fix the compensation of, discharge, and direct the activities of all employees, managers, contractors and other personnel of the Defendants;

e. To contract as necessary with providers of equipment, supplies, and services to the Defendants, and to effectuate and conduct, as necessary and in the reasonable discretion of the Receiver, negotiations with creditors and suppliers with respect to all things relating to the Defendants, including, without limitation, the terms and conditions of any ongoing contractual relationships and the terms and timing of any payments to creditors or suppliers, as dictated by the exigencies of the situation;

f. To retain counsel and financial consultants in these proceedings, with notice to the Plaintiff, and approval of the Court after any required notice and a hearing, as the Receiver may from time to time deem necessary, to handle particular issues that may arise during the course of the Receivership;

g. To enforce, sue, defend, compromise, and settle all claims of any nature as to the Receivership Assets;

h. To insure or reinsure the Receivership Assets;

i. To negotiate and enter into contracts and/or agreements on behalf of the Defendants;

j. To exercise all rights, powers and incidents of ownership over the Receivership Assets that the Defendants would ordinarily have, including, without limitation, the right to collect and compromise accounts receivable of the Defendants on

such terms and conditions as the Receiver may from time to time reasonably determine in consultation with Plaintiff;

k. To deal with appropriate Federal, State, and local governmental authorities on behalf of the Defendants;

l. To purchase and pay for all materials, supplies, and services reasonably determined by the Receiver to be necessary in the administration of the Receivership Assets;

m. To incur expenses, and to pay expenses incurred, in connection with the performance of the undertakings of the Receiver under this Order;

n. To pay and enter into agreements with respect to taxes and any required payments in lieu of taxes on the Receivership Assets as funds are available and as they come due, and to challenge the validity, enforcement and amount of same, including any assessment or claim of taxes due by any Defendant;

o. To take possession of and receive from all depositories, banks, brokerages, and otherwise, any money on deposit in such institutions belonging to the Defendants or arising from the operation of the Receivership Assets, whether such funds be in accounts titled in the name of the Defendants or otherwise, and to enter into appropriate agreements providing for the indemnification of the institution upon which such demand is made by the Defendants, and to open or close any such accounts;

p. To open, maintain and utilize bank accounts and other accounts at federally insured banking institutions or savings associations, whether such funds be in accounts titled in the name of the Defendants or otherwise, including but limited to opening and managing such supplemental and/or additional accounts solely in the name

of the Receiver as the Receiver finds necessary to effectuate the orderly management of the Defendants funds under the Receiver's management;

q. To employ, retain, supervise, and terminate such agents, consultants, representatives, and employees (including without limitation accountants, investment bankers and auctioneers) as are necessary, after consultation with Plaintiff, to market, sell or otherwise dispose of some or all of the Receivership Assets;

r. To market, sell or otherwise dispose of some or all of the Receivership Assets, including, without limitation, by surrendering possession of such Receivership Assets to the Plaintiff, provided that any sale of the Receivership Assets shall be subject to further order of this Court;

s. To enter into letters of intent, asset purchase agreements and similar agreements and execute bills of sale in connection with the sale of some or all of the Receivership Assets, upon consultation with Plaintiff;

t. To collect and receive all income, earnings, revenues, rents, profits, and other monies which may arise from the operation, sale, lease, or other use of the Receivership Assets;

u. To honor or terminate existing leases and contracts (including, without limitation, leases and contracts relating to (i) the operation and/or management of the Receivership Assets and (ii) any other contract or lease in any way relating to the Defendants), and to enter into new and additional contracts for goods and services required in connection with the Receivership Assets, provided, however, that all such additional contracts shall provide for cancellation or termination upon not more than thirty (30) days notice; and, provided further that except as specifically permitted by this

Court, the Receiver is not authorized to pay debts incurred without the Receiver's authorization or incurred prior to the Receiver's appointment unless and to the extent that the Receiver, with the concurrence of Plaintiff, determines that nonpayment of such debts would be detrimental to the Receivership, or funds sufficient to pay such expenses have been advanced to the Receiver for such purposes by Plaintiff;

v. To present for payment any check, money order, credit card account or other forms of payment made payable to the Defendants or its agents or assigns which constitute rent, income, profits or receivables of any kind, endorse same in the name of the Receivership, and collect the proceeds to be used and maintained in the Receiver's discretion as generally provided for in this Order;

w. To prepare and file any workers' compensation reports or tax returns stemming from the operation of the Receivership as may be required by law, provided, however, that the Receiver shall not be responsible for the preparation and filing of any tax returns for the Defendants or any affiliates (including income, personal property, commercial activity, gross receipts, sales and use, or other tax returns) other than to provide the Defendants with information in the Receiver's possession that may be necessary for the Defendants or their affiliates to prepare and file their returns, and provided further that the Defendants shall provide to the Receiver any information needed to file any tax returns for the Receivership or the Receivership Assets; and

x. To apply the proceeds of the Collateral and the income, if any, of the Receivership as follows:

(1) To Receiver's approved fees and expenses as set forth herein

(2) To current expenses of the Receivership as set forth herein;

(3) To the Indebtedness due the Plaintiff under the Loan Documents; and

(4) Any surplus to be held pending further order of the Court.

8. The Receiver shall not ever be liable for any act or failure to act or for any loss sustained through any error of judgment unless it results from the Receiver's own intentional or gross misconduct. The determination of the Receiver's intentional or gross misconduct must be established by clear and convincing evidence. The Receiver's reasonable exercise or non-exercise of powers and discretion in accordance with the terms of this Order shall be conclusive on all persons. In addition, notwithstanding any provisions of this Order, the Receiver shall not any at any time be liable personally for any debt owing to Plaintiff, or for any claim, obligation, liability, action, cost or expense of the Defendants or their affiliates to any person or entity, (including, without limitation, any environmental claims, liabilities, obligations, or liens, and any amounts owed to any of the Defendants' creditors because of the duties imposed upon the Receiver hereunder) whether arising out of or related to events occurring prior to or after the commencement of the Receivership or otherwise. Nothing in this Order shall grant any rights to trade creditors or general unsecured creditors whose claims are solely against the Defendants. Such trade creditors' and general unsecured creditors' rights shall be solely determined in accordance with state law applicable to such claims. Any execution of documents made by the Receiver pursuant to the powers and rights conveyed by this Order shall be construed as having been made by the Receiver solely and exclusively in his capacity as Receiver, and not as an actual party to this action or to any such agreement or writing.

9. Subject to the terms of Paragraph 8 hereof, the Receiver shall occupy the position of the Defendants with respect to the Loan Documents. The Receiver may request and receive additional advances from the Plaintiff under the Loan Documents for use by the Receiver to pay

expenses incurred in connection with the performance of the Receiver's duties hereunder, and Plaintiff may, in its sole discretion, and without need for court approval, make such advances, but shall not be required to do so. The existing Indebtedness and any additional advances made by the Plaintiff to the Receiver under the Loan Documents and this Order shall be subject to the Plaintiff's rights under the Loan Documents, and the Plaintiff's security interests created under the Loan Documents, and any such advances shall be considered additional Indebtedness under the Loan Documents, without the need for additional action on the part of Plaintiff of any kind. The Receiver may pay the proceeds of the collections of accounts receivable and from a sale of some or all of the Receivership Assets to the Plaintiff in accordance with the terms of this Order, to be applied to the Defendants' Indebtedness arising under the Loan Documents. The Receiver shall have the authority to contractually agree with the Plaintiff to amend the terms and conditions of the Loan Documents, as the Receiver may reasonably determine, in order to evidence any permitted advances hereunder, provided that no such amendment shall increase the interest rate payable under the Loan Documents with respect to the Indebtedness, or otherwise alter the terms and conditions of the Loan Documents without further order of the Court. Nothing in this Order shall require the Receiver to advance funds for any purpose if the Receiver does not have such funds.

10. The Receiver shall, subject to Paragraph 7, have the responsibility of keeping the Receivership Assets insured and may at the Receiver's option keep in force any existing insurance coverage or obtain new coverage for the Receivership Assets, which shall include the naming of the Receiver as an additional insured on the policy. The Defendants shall promptly provide the Receiver with copies of all such insurance policies and related documents.

11. The authority granted to the Receiver by this Order is self-executing. The Receiver is authorized to act on behalf of the Defendants in the Receiver's own name and/or in the name of the Defendants, as the Receiver deems appropriate, without further Order of this Court.

12. Any party to this case may at any time apply to this Court by motion with notice to all attorneys of record for further or other instructions or for further powers necessary to enable the Receiver to perform the Receiver's duties properly.

13. The Receiver shall be compensated monthly in accordance with the terms set forth in the engagement letter attached hereto as **Exhibit A,** and the Receiver is authorized to pay the fees and expenses incurred by the Receiver for professional services in accordance with the terms of any underlying engagement. The Receiver shall prepare and file a starting inventory report with the Court by not later than December 15, 2010. The Receiver shall file with the Court financial reports (including, without limitation, an income and expense statement, a statement of receipts and disbursements, a balance sheet, and a cash flow analysis) not later than the 15th day of each month, commencing December 15, 2010, and shall serve a copy upon counsel for Plaintiff and counsel for the Defendants, or if no such counsel appears, upon the Defendants. The Receiver's fees and out-of-pocket expenses (including without limitation, the fees and expenses incurred by the Receiver for professional services) shall be an expense of administration of the Receivership and shall be a first charge and lien against the Receivership Assets and against any proceeds realized by the sale of the Receivership Assets.

16. The Receiver shall deposit monies and funds collected and received in connection with the Receivership Assets at federally insured banking institutions or savings associations, which may include, without limitation, Plaintiff.

17. The Receivership shall continue until the Receiver has been discharged as set forth herein. The Receiver may resign upon thirty (30) days notice to Plaintiff and Plaintiff's counsel and this Court and the entry of the further Order of this Court. The Receiver shall be removed either (1) automatically, 30 days after filing of a written demand for removal signed by Plaintiff s counsel and filed with the Court; or (2) in the Court's equitable discretion for cause shown. If Receiver is removed, a successor receiver may be appointed on an expedited basis by motion filed by Plaintiff requesting the appointment of a successor receiver. If the Receiver is removed or resigns, the Receiver's final account shall be filed within 30 days of the removal or resignation of Receiver.

18. At such time as the Receiver has either (a) sold all of the Receivership Assets, and/or (b) surrendered possession of the Receivership Assets to the Plaintiff, and upon the giving of notice and the approval by this Court of a final account of the Receiver's duties hereunder, the Receiver shall be released and discharged from further obligations hereunder and the Receiver's bond, if any, may be cancelled.

19 This Order operates as a stay (the "**Stay**") of (a) the commencement or continuation of any action, including but not limited to, the issuance or employment of process of a judicial, administrative, or other action or proceeding which would in any way transfer title to, encumber title to, or operate as a lien against the Receivership Assets or to recover upon a claim against the Defendants via execution against or levy upon the Receivership Assets wherever located; (b) the enforcement against the Receivership Assets of any judgment obtained before the date of this Order; (c) any act to obtain possession of the Receivership Assets or to exercise control of the Receivership Assets, including but not limited to judgment debtor examinations, garnishments and orders to seize property; (d) any act to create, perfect or enforce

any lien against the Receivership Assets; (e) any act to create, perfect, or enforce against the Receivership Assets any lien to the extent that such lien secures a claim that arose before the date of this Order; and/or (f) any act of interference with the Receiver's management and control of the Receivership Assets. The Stay shall not operate to preclude the filing of any continuation statements or any other action to continue the perfection of any lien against the Receivership Assets or the filing or participation in any involuntary bankruptcy petition with respect to the Defendants.

20. Upon the entry of this Order the Defendants, their agents, shareholders and/or employees, and all of Defendants' creditors and their respective attorneys, servants, agents, and employees, and all other persons, firms and corporations with interests of any kind in or with respect to the Receivership Assets, and all other persons and entities receiving actual notice of this Order, unless otherwise expressly authorized in writing by the Receiver, or further ordered by this Court, shall refrain from taking any action prohibited by the stay provided herein. The Receiver shall serve a copy of this entered Order upon all known creditors of the Defendants.

21. Notwithstanding the stay provisions of this Order, or the right of the Receiver to be in possession of the Premises, (i) the Plaintiff is authorized to proceed with all of the rights and remedies afforded the Plaintiff with respect to the Premises under that certain Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing dated as of December 7, 2005, executed by the Defendants in favor of the Bank and filed of record on December 14, 2005, as Instrument No. 20051214-0150389, Register's Office for Davidson County, Tennessee, including, without limitation, the right to foreclose such Deed of Trust, and no further order of this Court in connection with the Receivership shall be required for Plaintiff to effectuate the rights and remedies provided therein, and (ii) the Plaintiff shall be permitted from time to time to

effectuate the rights and remedies provided to the Plaintiff under the Loan Documents and the Uniform Commercial Code with respect to any property otherwise comprising Receivership Assets hereunder which is from time to time surrendered to the Plaintiff by the Receiver in accordance with the terms and conditions of this Order.

22. This Court retains jurisdiction to modify the terms of this Order and to expand or contract the rights, duties and obligations of the Receiver, and to enter such other Orders as it may deem necessary, just, and proper, from time to time during the pendency of this action.

23. Nothing contained in this Order shall alter, modify, subordinate, or impair any existing rights, interests or remedies of Plaintiff, including without limitation, all of the rights provided under the Loan Documents.

Dated: _____

Darrell L. McCoy
Chancellor

I CERTIFY THAT THIS IS A TRUE COPY
FROM THE ORIGINAL INSTRUMENT FILED IN MY OFFICE.
ON THIS 18 DAY OF NOV 2010
CRISTI SCOTT, CLERK & MASTER
BY Autumn Ferrell
DEPUTY

SUBMITTED FOR ENTRY BY:

DICKINSON WRIGHT PLLC

Darrell L. West by Autumn Ferrell w/permission

Darrell L. West (B.P.R. No. 5962)
Fifth Third Center, Suite 1401
424 Church Street
Nashville, Tennessee 37219
Telephone: (615) 244-6538
Fax: (615) 256-8356

Development Specialists, Inc.
Advisory and Fiduciary Services • Corporate Restructuring and Workouts • Interim Management • Insolvency Services

VIA ELECTRONIC MAIL

DRAFT

November 5, 2010

Daniel F. Gosch, Esq.
Dickinson Wright PLLC
200 Ottawa Avenue N.W.
Suite 1000
Grand Rapids, MI 49503-2427

Darrell L. West
Dickinson Wright PLLC
Fifth Third Center, Suite 1401
424 Church Street
Nashville, Tennessee 37219

Re: John C. Wheeler of Development Specialists, Inc.
Retention and Letter of Engagement to act as Receiver

Gentlemen:

Please accept this letter as the John C. Wheeler's ("**Wheeler**") written agreement to provide services as Receiver for the assets of Hackett Precision Company, Inc. and HPC Holding Corp. (jointly herein "**HPC**" or the "**Company**"). I understand that the Company's assets are likely to be liquidated and that Fifth Third Bank as the secured lender of HPC wishes to have me appointed as the Receiver to provide the services outlined in the proposed Order Appointing Receiver (the "**Order**"), to which this Letter of Engagement will be attached. In brief, some of those duties outlined in the order are as follows:

1. To secure and maintain the assets of the Company.
2. To retain certain of the former employees to assist in the sale/completion of work in process at the Company.
3. To insure the assets of the Company from loss.
4. To collect all accounts receivable due the Company.
5. To determine the most cost effective process for the sale of the assets that will in the end maximize the value of the assets.
6. To market and sell the assets of the Company as appropriate.
7. To retain financial consultants, attorneys and other professionals as may become necessary.
8. To provide such other services as may be required to fulfill the duties of the Receiver.

It is anticipated that I will invoice on a monthly basis for my services as Receiver. These invoices will be due upon issuance. My billing rate is $360/hr., my time records will be kept to 1/10 of an hour and will be included with the monthly invoice along with a recap of my expenses which will include, among others, charges for messenger services, photocopying, travel, long distance telephone charges, postage and other charges customarily invoiced by professionals in this line of work. These fees will be paid from the proceeds of the sale of the assets or from advances made to the Receiver by the Secured Lender in accordance with the provisions of the Order. The above rate is adjusted as of January 1st of each year to reflect advancing experience, capabilities, and seniority of our professionals as well as general economic factors. I understand that this engagement may be terminated in accordance with the terms of the Order.

I agree that all information not publicly available that is received by me from you or the Bank in connection with this engagement or that is developed during this engagement, will be treated confidentially and will not be disclosed by me, except as required by court order (including, without limitation the Order, in the context of mandated monthly reports), or other legal process, or as may be authorized by you. I shall not be required to defend any action to obtain an order requiring disclosure of such information, but shall instead give prompt notice of any such action to you, as counsel for the Bank, so that you may seek appropriate remedies, including a protective order.

If you are in agreement with the various terms and conditions of this proposal, please indicate your acceptance by signing an original copy of this agreement on the signature lines below, and have the Bank execute it also as indicated below, then returning one fully executed agreement to DSI's Chicago office.

Should you have any questions, comments or concerns, or require additional clarification or information, please do not hesitate to call.

Very truly yours,

DEVELOPMENT SPECIALISTS, INC.

By: _____
John C. Wheeler

Date: November 5, 2010

ACCEPTED:

Dickinson Wright PLLC,
Counsel to the Bank

By:_____
Daniel F. Gosch

Date: November ____, 2010

AGREED AND ACKNOWLEDGED:

FIFTH THIRD BANK

By: _____

Its: _____

Date: November ___, 2010

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

FIFTH THIRD BANK, an Ohio banking corporation, for itself and as Agent,	)	
Plaintiff,	)	
v.	)	Case No. 10-1730-II
HACKETT PRECISION COMPANY, INC., a Tennessee corporation; and and HPC HOLDING CORP., a Delaware corporation,	)	
Defendants.	)	

FILED
2010 NOV -5 PM 3:50
CLERK & MASTER
DAVIDSON CO. CHANCERY CT.
D.C.

NOTICE OF FILING OF SUGGESTED FORM OR ORDER APPOINTING RECEIVER

At Plaintiff's request, the Court has scheduled a possessory hearing on November 9, 2010, for the purpose of determining whether the Plaintiff shall be awarded immediate possession of the following described personal property, whether the Plaintiff shall be allowed to remain in possession of such personal property during the pendency of this action, whether the Plaintiff shall be authorized to foreclose Plaintiff's security interest in said property, and whether Plaintiff shall be awarded the additional related relief requested in Count II of Plaintiff's complaint. During the November 9, 2010 hearing, the Court will also consider the Plaintiff's request for appointment of a receiver, as set forth in Count III of the Plaintiff's complaint.

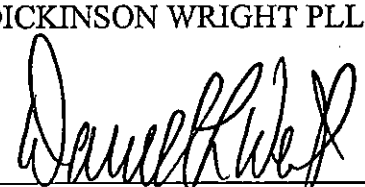
On October 28, 2010, both Defendants were personally served with the following, as attested in the returns of service, and separate Affidavits of Service, filed herein by the person who made such service: (1) a summons and a copy of Plaintiff's complaint herein, and (2) a copy of the Restraining Order entered by the Court on October 28,

2010, and (3) a copy of the Court's Order setting the November 9, 2010 possessory hearing and hearing on Plaintiff's request for appointment of a receiver. Courtesy copies of all of the foregoing documents were also sent by Plaintiff's counsel to counsel who previously served as transactional counsel for the Defendants in the credit transactions; Defendants' prior counsel indicated that they would not be representing either Defendant in this action. Plaintiff's representatives have also been advised by the Chief Executive Officer of both Defendants that neither Defendant will appear at the November 9, 2010 hearing or file any opposition to the relief Plaintiff has requested at that hearing.

For the Court's consideration prior to the November 9, 2010 hearing in this matter, Plaintiff submits herewith a suggested form of Order Appointing Receiver which identifies the Receiver whom Plaintiff recommends for appointment, and which sets forth the duties and responsibilities that the Plaintiff considers appropriate.

Dated: November 5, 2010

DICKINSON WRIGHT PLLC



Darrell L. West (B.P.R. No. 5962)
Fifth Third Center, Suite 1401
424 Church Street
Nashville, Tennessee 37219
Telephone: (615) 244-6538
Fax: (615) 256-8356

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Notice of Filing has been served by first class United States Mail, postage pre-paid, addressed to:

Hackett Precisions Company, Inc.
1001 West Kirkland Avenue
Nashville, Tennessee 37216

AND

HPC Holding Corp.
1001 West Kirkland Avenue
Nashville, Tennessee 37216

This 5th day of November, 2010.

Darrell L. West

NASHVILLE 398737

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

RECEIVED
MAR 3 1 2011
Dav. Co. Chancery Court

FIFTH THIRD BANK,	)
	)
Plaintiff,	)
	)
vs.	)
	)
HACKETT PRECISION COMPANY, INC., and HPC HOLDING CORP.,	)
	)
Defendants.	)

Case No. 10-1730-II

N.F

FILED
2011 APR -8 PM 3:17

ORDER AUTHORIZING SALE OF REAL PROPERTY

This matter is before the Court on the Motion for Order Authorizing Sale of Real Property filed on March 16, 2011 (the "Motion"). The Receiver has filed a certificate of service indicating the Motion was served by mail on all known parties in interest or their counsel. No objections to the Motion were filed. Upon consideration of the Motion and a determination that no opposition has been filed, the Court finds the Motion to be well taken and in the best interests of the Receivership Estate. It is therefore ORDERED as follows:

1. The Receiver is authorized to execute, deliver and perform the Exclusive Listing Agreement attached as Exhibit A to the Motion;

2. The Receiver is authorized to sell the Property and deliver such documents of sale and transfer as may be necessary and appropriate to comply with the conditions outlined in Exhibit A to the Motion;

3. The Receiver is authorized to sell the Property free and clear of any existing liens, claims and encumbrances, with any such claim, lien or encumbrance attaching to the proceeds in the priority that existed on the date of the Appointment Order. The sale will be without warranty or representation except for the authority to sell the Property and with the Property sold "AS IS, WHERE IS"; and

4. The Receiver is directed to deposit the proceeds of such sales in the Receivership account as provided by Sections 7(v) and 7(x) of the Appointment Order and to disburse the same in accordance with the provisions of the Appointment Order.

IT IS SO ORDERED.

ENTER this _____ day of _____, 2011.

CHANCELLOR CAROL L. MCCOY

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
THIS 1st DAY OF Sept. 2012
CRISTI SCOTT, CLERK & MASTER
BY _____ DEPUTY

APPROVED FOR ENTRY:

NEAL & HARWELL, PLC

By: _____
Marc T. McNamee, BPR #6634

150 Fourth Avenue North, Suite 2000
Nashville, TN 37219
(615) 244-1713 telephone
(615) 726-0573 facsimile
mmcnamee@nealharwell.com

Counsel for John C. Wheeler, Receiver