

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION (DETROIT)**

**IN RE: GENERAL PRODUCTS CORPORATION,
et al.,¹**

**Case No.: 16-49267
(Chapter 11)
Hon. Thomas J. Tucker**

Debtors.

**MOTION TO APPROVE AUCTION SALE OF IDLE EQUIPMENT AT
RUSSELLVILLE, KENTUCKY FACILITY PURSUANT TO AN ASSET MARKETING
AGREEMENT WITH HILCO INDUSTRIAL, LLC**

Pursuant to §§ 105(a), 363, and 365 of Title 11, United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure, (the “Bankruptcy Rules”), General Products Corporation (the “Debtor”), one of the debtors in these Chapter 11 cases, hereby requests that this Court enter an order authorizing and approving the sale by public auction of the remaining equipment and other assets at the Debtor’s Russellville, Kentucky facility by Hilco Industrial, LLC (“Hilco”) as auctioneer pursuant to an Asset Marketing Agreement dated as of August 24, 2016 (the “AMA”). In support of its Motion, the Debtor respectfully represents as follows:

Jurisdiction

1. On June 27, 2016 (the “Petition Date”), the Debtor and General Products Mexico, LLC filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The cases have been substantively consolidated.

2. The Debtors continue to manage and operate their business as Debtors-In-Possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

¹ The Debtor’s case is jointly administered with the case of General Products Mexico LLC, Case No. 16-49269.

3. No trustee or examiner has been appointed in the Debtors' Chapter 11 cases and no committees have been appointed or designated.

4. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper for this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

5. The statutory predicates for relief requested herein are 11 U.S.C. §§ 105(a) and 363(b) and (f)(2), and Federal Rules of Bankruptcy Procedure 2002(a)(2) and 6004.

Factual Background

6. Prior to the Debtor's bankruptcy filing, it operated three facilities located in Angola, Indiana, Russellville, Kentucky (the "Russellville Facility") and Mexico.

7. The Russellville Facility's sole customer was Eaton Corporation ("Eaton").

8. Prior to the Petition Date, Eaton provided the Debtor with notice that it was insourcing all production from the Russellville Facility.

9. Eaton's last day of production for the Russellville Facility was June 30, 2016. Since that date, the Debtor has worked to idle the Russellville Facility.

10. Upon receiving the insourcing notification from Eaton and confirming with the proposed stalking horse bidder for the Debtor's assets comprising its Angola, Indiana and Mexico operations (the "Angola/Mexico Stalking Horse") that it was not interested in the Russellville Facility or its assets without any current business, the Debtor commenced efforts to locate a buyer for the Russellville Facility.

11. The Debtor recently reached an agreement with PTL Logistics to serve as the stalking horse bidder for the Russellville Facility real property, subject to higher and better

bids and Court approval. The Debtor filed its motion to approve the sale and procedures related to soliciting higher and better bids.

12. However, conditions of the agreement with the stalking horse include that the closing occur as expeditiously as possible and that the Debtor provide occupancy of the Russellville Facility at closing.

13. In order to provide occupancy of the Russellville Facility, the Debtor must first complete a liquidation of the remaining equipment and other personal property in the facility.

14. Certain of the personal property in the Russellville Facility is contemplated to be purchased by the Angola/Mexico Stalking Horse pursuant to the Asset Purchase Agreement between the parties.

15. However, the remaining personal property at the Russellville Facility (collectively, the “Russellville Assets”), including, but not limited to, the assets set forth on the attached **Exhibit A** must be sold or auctioned to interested bidders.

16. The Debtor obtained proposals from several reputable equipment marketing firms and determined, after significant consultation and input from the Creditors’ Committee and MB Financial Bank, N.A., the Debtors’ secured lender with an interest in the Russellville Assets, that the proposal from Hilco (the “Hilco Proposal”) provided the most favorable terms for the Debtor and its estate and would likely lead to maximizing the proceeds realized from the Russellville Assets.

17. The Debtor then negotiated the attached AMA, a copy of which is attached to this Motion as **Exhibit B**.

18. Contemporaneous with the filing of this Motion, the Debtor has filed an application to employ Hilco as its auctioneer pursuant to the terms of the AMA.

19. The AMA contemplates that Hilco would sell the Russellville Assets in a manner it determines is likely to maximize the value of the assets, including by conducting an online public auction of the Russellville Assets on October 13, 2016 (the "Auction").

20. Under the AMA, Hilco is providing a guaranteed return to the Debtor of \$350,000 (the "Guaranty Amount"), which shall be paid to the Debtor no later than two (2) days prior to the Auction.

21. Upon payment of the Guaranty Amount, Hilco shall be entitled to retain the first \$425,000 in proceeds from the sale of the Russellville Assets. Subsequently, Hilco and the Debtor will split all remaining proceeds from the sales of the Russellville Assets with twenty percent (20%) to be paid to Hilco and eighty percent (80%) to the Debtor. Additionally, Hilco shall be entitled to charge a buyer's premium of sixteen percent (16%) on all sales.

22. Based upon the experience of the Debtor's professionals and the competing proposals received, the AMA constitutes an arms-length agreement with market terms.

23. Pursuant to the AMA, Hilco agrees to market, at its expense, the Russellville Assets and the Auction and take such other steps as it deems necessary to maximize the value of the Russellville Assets. Further, given Hilco's compensation structure, it is incentivized to maximize such value.

24. Hilco has conducted numerous bankruptcy auctions in this District and elsewhere.

25. The Debtor believes Hilco has appropriate expertise in handling auction sales and is well qualified to handle and conduct the online auction sale in this case.

26. Hilco's fees under the AMA shall be charged against the sale proceeds of the Russellville Assets with priority over all claims.

27. All sales of the Russellville Assets shall be on a cash basis pursuant to bids received during the online Auction, as described above.

28. The sale of the Russellville Assets shall be on an "as is, where is" basis without representation or warranty, expressed or implied, of any kind, nature or description, including, without limitation, any warranty by description or of merchantability, usability or fitness for any particular purpose.

29. The Debtor shall not be required to inspect, test or report on the condition of the Russellville Assets being sold or the existence of any possible defects in the same.

30. The sale shall be on the basis set forth above with all liens, claims and other interests in and against the Russellville Assets, attaching to the proceeds of the sale in the same order of rank, validity and priority as they presently may exist on the Russellville Assets and subject to the terms described above and with net proceeds to be paid in the same manner provided for under the Final Order Authorizing the Debtors' Use of Cash Collateral and Debtor-in-Possession Financing (the "Final DIP Order").

APPLICABLE LEGAL AUTHORITY

A. Sales Outside the Ordinary Course of Business

31. Section 363 of the Bankruptcy Code provides that the Debtor, "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." See 11 U.S.C. § 363(b). To approve the use, sale or lease of property outside the ordinary course of business, this Court need only determine that the Debtors' decision is

supported by “some articulated business justification.” *See, e.g. Stephens Ind., Inc. v. McClung*, 789 F.2d 386, 389-90 (6th Cir. 1986); *Fulton State Bank v. Schipper*, 933 F.2d 513, 515 (7th Cir. 1991); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *see also In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 145-47 (3d Cir. 1986); *In re Telesphere Communications, Inc.*, 179 B.R. 544, 552 (Bankr. N.D. Ill. 1999); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 175-76 (D.Del. 1991).

32. Once the debtor articulates a valid business justification, “[t]he business judgment rule is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.” *In re S.N.A. Nut Company*, 186 B.R. 98 (Bankr. N.D. Ill. 1995); *In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992); *In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) (“a presumption of reasonableness attaches to a Debtor’s management decisions.”).

33. Indeed, when applying the “business judgment” rule, courts show great deference to the debtor’s decision-making. *See Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981). Accordingly, this Court should grant the relief requested in this Motion if the Debtors demonstrate a sound business justification therefore. *See Stephens Ind., Inc.*, 789 F.2d at 389-90; *Schipper*, 933 F.2d at 515; *In re Lionel Corp.*, 722 F.2d at 1071; *In re Delaware Hudson Ry. Co.*, 124 B.R. 169 at 179.

34. While the holding of *Stephens Industries* merely requires articulation of a sound business justification for a sale outside the ordinary course of business, other courts have offered additional guidance by citing various factors that they consider in determining whether a sound business justification exists. These factors include: (i) whether a sound business reason

exists for the proposed transaction; (ii) whether adequate consideration is provided; (iii) whether the transaction has been proposed and negotiated in good faith; and (iv) whether adequate and reasonable notice is provided. *See Abbotts Dairies of Pa., Inc.*, 788 F.2d 143; *Plabell Rubber Prods., Inc.*, 149 B.R. 475, 479 (Bankr. N.D. Ohio 1992) (citing *In re Titusville Country Club*, 128 B.R. 396 (Bankr. W.D. Pa. 1991)).

35. The Debtors have a sound business justification for selling the Russellville Assets at this time, namely that the Russellville Facility is idle and must be sold in short order in order to maximize value of that asset. Because of the cost of maintaining an idle facility, it is even more critical that the Debtor complete the liquidation of the Russellville Facility on an expedited basis.

36. Without completing a liquidation of the personal property and equipment in the Russellville Facility, the Debtor will be unable to provide occupancy of the Russellville Facility at closing.

37. Conducting a public auction after reasonable marketing in the time available will allow the Debtor to maximize the value of all of its assets at the Russellville Facility.

38. Additionally, the terms of, and fees under, the AMA are reasonable and appropriate for a transaction of this type and are the product of the Debtor obtaining several proposals and negotiating the terms with Hilco, as the party submitting the best proposal related to the Debtor's circumstances.

39. For these reasons, the Debtors has determined, in the exercise of its business judgment, that the most viable option for maximizing the value of the estate is through a sale of the Russellville Assets by public online Auction and in the time frame for the Auction set

forth in the AMA. The Debtors' request for approval to sell the Russelville Assets in accordance with the AMA should be allowed accordingly.

B. Sales Free and Clear of Liens, Claims and Encumbrances

40. Under § 363(f) of the Bankruptcy Code, a debtor in possession may sell property free and clear of any lien, claim, or encumbrance in such property if, among other things:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

41. Because § 363(f) of the Bankruptcy Code is drafted in the disjunctive, the Debtor's satisfaction of any one of its five requirements will be sufficient to permit the sale of the Purchased Assets free and clear of all liens, claims, and encumbrances. *See Mich. Empl. Sec. Comm'n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n.24 (6th Cir. Mich. 1991). The Debtor believes that the primary entity holding a lien on the Purchased Assets is MB Bank. MB Bank has supported the sale process, and the Debtor is reasonably confident that upon entry of the Final DIP Order, MB will consent on or before the hearing on this Motion and will thereby satisfy the requirements of § 363(f)(2).

42. Moreover, all holders of interests, including MB Bank, can be compelled to accept a money satisfaction of their liens in legal or equitable proceedings in accordance with

§ 363(f)(5) of the Bankruptcy Code. Such legal or equitable proceedings include proceedings to confirm a plan of reorganization, under which the holder of a lien may be compelled to accept payment in satisfaction of its lien pursuant to 11 U.S.C. § 1129(b)(2)(A).

43. Indeed, § 1129(b)(2)(A) of the Bankruptcy Code specifically allows a debtor-in-possession to sell property subject to a lien, free and clear of such lien, if such lien attaches to the net proceeds of the sale, subject to any claims and defenses the debtor may possess with respect thereto. The Debtors propose that any liens in the Purchased Assets attach to the net proceeds of the proposed sale.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an order substantially in the form annexed to this Motion authorizing the Debtor's sale of the Russellville Assets free and clear of liens, claims and encumbrances to the highest bidder for each asset at the Auction; and for such other and further relief as the Court deems just and proper.

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Dated: August 30, 2016

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General Products

Exhibit A

Assets

QTY	DESCRIPTION
Main Case Production Line, #1	
1	Makino A-88 4-Axis CNC Horizontal Machining Center, S/N 33, Asset 1189, (2000) with 50 Taper, 2-Pallet Changer, 128-Position Automatic Tool Changer, Chip Conveyor, Fanuc Pro 3 CNC Control, 25" x 25" Pallets
1	Makino A-88 4-Axis CNC Horizontal Machining Center, S/N 32, Asset 1188, (2000) with 50 Taper, 2-Pallet Changer, 128-Position Automatic Tool Changer, Chip Conveyor, Fanuc Pro 3 CNC Control, 25" x 25" Pallets
1	Makino A-88 4-Axis CNC Horizontal Machining Center, S/N 31, Asset 1187, (2000) with 50 Taper, 2-Pallet Changer, 128-Position Automatic Tool Changer, Chip Conveyor, Fanuc Pro 3 CNC Control, 25" x 25" Pallets
1	Makino A-88 4-Axis CNC Horizontal Machining Center, S/N 30, Asset 1186, (2000) with 50 Taper, 2-Pallet Changer, 128-Position Automatic Tool Changer, Chip Conveyor, Fanuc Pro 3 CNC Control, 25" x 25" Pallets
1	Makino Automatic Pallet Changing System, S/N 642, Asset 1190, 2000 with Patlite Linked Control
1	Findlay 48 Dia. Rotary Parts Washer, Asset M28067, Stainless Steel
Main Case Production Line	
1	Gorbel 500-Lb. Freestanding Bridge Crane Unified 500-Lb. Jib Crane
1	Master Chemical Yellow Bellied 250-Gallon Sump Sucker, 2005, with Pneumatic Pump
Turbo Cell Line, #2	

QTY	DESCRIPTION
1	Olofsson 2075E 4-Axis Twin Spindle Horizontal Turning Center, S/N 14251, 1999, with Automatic Load Turnover, Unload, Mist Collector, Fanuc 16i-T CNC Control, 30 hp AC Twin Spindle Motors
1	Livonia Magnetics Magnetic Chip Conveyor
1	Mori Seiki MH50 CNC Horizontal Machining Center, S/N 894, 1998, with Dual 20" x 20" Pallets, Cat 50 Taper, Hydraulic Clamping, 60-Position Automatic Tool Changer, MSC516 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251ED0679, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251EH1107, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251ED0679, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251EJ1298, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251EH1111, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251EC0675, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki SH630 4-Axis CNC Horizontal Machining Center, S/N 425, 1999, with MS-502 CNC Control
1	Enshu JE-60 4-Axis CNC Horizontal Machining Center, S/N 237, 2001, with Dual Pallets, Automatic Tool Changer, 16" x 16" Pallets, ENAC CNC Controller
1	Ransohoff Chain Belt Pass Through Parts Washer, S/N H2721
1	Gorbel 300-Lb. Freestanding Bridge Crane
Shift Bar Cell, #3	
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165603, 2003 with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor

QTY	DESCRIPTION
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165605, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165602, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165607, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165601, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 174098, 2005, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165606, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 162356, 2003 with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FMS 20 Palletech Pallet Changing System, Asset 1481, with Linked Controls, Shuttle System, ppg Automatic Gauging System
1	Gerref Carousel Parts Washer, S/N 1552303, Asset 1478, with Mist Collector, Gas Fired Burner, Light Curtain, Wash/Blow-Off Station, Indexer, Digital Temperature Control, AB Panel View 600 PLC Control

Main Case Production Line #4

1	Gorbel 300-Lb. Freestanding Bridge Crane, with Work Platform
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172668, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor

QTY	DESCRIPTION
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172663, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172692, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172759, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172760, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172758, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172757, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 174096, 2005, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FMS 20 Palletech Pallet Changing System, with Linked Controls, Shuttle System
1	Mayfran ConSep 1000 Elevated Chip Conveyor, S/N 162356, 2003
1	Gerref Special Rotary Parts Washer, S/N 1598804, Asset 1191, 2004, with Controls
Flex Clutch Housing Line, #5	
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172193, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor (NOT IN SERVICE)
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172192, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172197, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor

QTY	DESCRIPTION
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165608, 2003, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165604, 2003, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 163404, 2003, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor
1	Pallet Changing Systemm with (14) 600mm Pallets: Each with Mazak Rail Guided Pallet Shuttle System, (12) Parking Spaces, and (3) Operator Stations
1	Gerref Chain Belt Parts Washer, S/N 1556403, with 25" Chain Conveyor, Allen-Bradley Model PanelView 600 PLC Controls, and Exit Roller Conveyor

Eaton Rear Case Line, #6

1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 172362, 2004 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 165750, 2003 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 164537, 2003 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 141178, 1999 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 165711, 2003 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 172363, 2004 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor

QTY	DESCRIPTION
1	Mazak Model MTV-655/60N 3-axis CNC Vertical Machining Centers, S/N 172474,(2004), CAT 50, Each with 80-Position Automatic Tool Changer, 30" x 60" T-Slot Tables, Single Pallet, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak Model MTV-655/60N 3-axis CNC Vertical Machining Centers, S/N 172365, (2004), CAT 50, Each with 80-Position Automatic Tool Changer, 30" x 60" T-Slot Tables, Single Pallet, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak Model MTV-655/60N 3-axis CNC Vertical Machining Centers, S/N 172474, (2004), CAT 50, Each with 80-Position Automatic Tool Changer, 30" x 60" T-Slot Tables, Single Pallet, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Elevated Chip Conveyor (PARTED OUT)
1	Gerref Chain Belt Pass Through Parts Washer, S/N 1601004, with Over and Under Chain Power Conveyor
1	Gerref Chain Belt Pass Through Parts Washer, S/N 1673607, Asset #1194, with Over and Under Chain Power Conveyor
1	Midbrook Model Hurricane 5024 Chain Belt Pass Through Parts Washer, S/N 4508, (Cell 2)
1	Edwards Model Jaws IV 50-Ton Hydraulic Iron Worker, S/N 35995000
1	Dake Bench Mounted Arbor Press, No. 3
1	Hitachi 12" Double-End Bench Grinder
1	Mori Seiki Model YR3-115 Radial Arm Drill, S/N 720024, 4' Arm, 12" Column, Box Table
1	Hobart Model TR-250 250 Amp AC/DC Welder
1	Miller Millermatic Vintage 200 Amp Welder, KG129700, 1996
1	9" Bench Mounted Throatless Shear
1	Okuma Model STM2V Vertical Milling Machine, S/N 48951, 8" x 48" Power Feed Table, 60 to 1,800 rpm Spindle Speed, with OH Scale, 3-Axis Digital Readout, and Pendant Controls
1	Lincoln Electric Model Pro-Cut 55 Portable Air Plasma Cutter, S/N U1980901497, (1998)
1	Tongil Model TIPL-4 400mm x 1,000mm Geared-Head Engine Lathe, S/N 1B00512954, 60 to 1,500 rpm Spindle Speed
1	Amada Model H250D 8" Hydraulic Horizontal Band Saw, S/N 25300016, (1990), with Controls, and Coolant

QTY	DESCRIPTION
1	General Scales Model GE600 5,000 Lb. Digital Platform Scale, 48" x 48" Deck
1	Magvac High Capacity Vacuum System, 30 hp
1	Brown & Sharpe Model 9-15-8 Image Global Coordinate Measuring Machine, S/N 09046225, (2004), 4' x 8' Air Bearing Table, Bridge Type with Renishaw Probe and Controls
1	Brown & Sharpe XCEL 9-15-9 SP Image Global Coordinate Measuring Machine, S/N 1099-2455, with 4" x 8" Air Bearing Table, Bridge Type, Renishaw Probe, Controls,
1	Sheffield Endeavor 9.15.9 Series Coordinate Measuring Machine, S/N R-0008-0200, with Granite Base, Renishaw PH10MQ Probe, CNC Controls
1	Zoller Venturion 500 CNC Tool Setter, S/N V420E2-00313, 2004, with Cat 50 Taper, PC Controls, Intelligent Read/Write Capability
1	Quincy Model QS1500A3148 Screw Type Air Compressor, S/N 96287, (2002), 100 hp, 102,507 Hours Indicated
1	K.O. Lee Model 6X18 Hand Feed Surface Grinder, S/N 27007
1	Grob 24" Vertical Band Saw, S/N 2091, with Butt Welding and Grinding Attachment
1	Quincy Model QS1-500AMA31TDF Screw Type Air Compressor, S/N 993032, (2002), 100 hp, 28,687 Hours Indicated, with Power Sync Digital Controls
1	Tennant Model 7400 Rider Floor Scrubber
1	Vertical Air Storage Tank, S/N 477448, (2005), 150 psi @ 450°F, Single Wall, with Side Manhole Cover
1	Ridgid Model 300 Compact Portable Electric Pipe Threader, S/N EAF038010905, with Foot Pedal Controls
1	Quincy Lab Model 10 12" x 10" x 10" Single Door Lab Oven
1	Fisher Scientific 60-g Digital Scale
1	Dorsey Metrology International Model Benchmark 16" Optical Comparator, with 4" x 17" Table, and Quadra-Chek 2000 X-and Y-Axis Digital Readout
1	Tokyo Seimitsu Model Surfcom Profile Surface Texture Gauge, 200mm Stroke, Mounted On Granite Base, with Personal Computer, and Model BTS019 Profile Reader
1	Tokyo Seimitsu Roundness Checker, S/N R40001393, with Digital Readout Programmable Controls, and Plotter

QTY	DESCRIPTION
1	Hypertherm Model Powermax 1000 600-Amp Portable Air Plasma Cutter, S/N 1000-028275
1	Miller Model Gold Star 300SS 300-Amp Welder, S/N R8005642
1	Lincoln Electric Model Ranger 250 250-Amp Welder Generatr, S/N U1030601234, (2005), with Gas Motor, Lincoln Electric Model LN-25 Wire Feed, and Mig Gun
1	Toyota 5,000-Lb. Propane Lift Truck, S/N B2410, 3-Stage Mast, Solid Tire, With Side Shift (NOT IS SERVICE)
1	Tennant Model 5680 Electric Floor Scrubber
1	Safety-Kleen Model AQ-1 Parts Cleaner
1	Aeroquip Model Pro Crimp 1380 Hose Crimper
Lot	QTY: (1) Storage Shed, To Include: (3) Lift Trucks, Scissor Lift, (2) Parts Washers, (2) TurboMagnetic Chip Conveyors, Hardness Tester, Table Saw, Conduit, Hydraulic Units, Air Dryer, and Genie Manlift
Lot	QTY: (1) Lot of Inspection Items, To Include: 3' x4' x 6" Granite Surface Plate, with Stand, Pin Gauges, Height Gauges, Craftsman Double-End Bench Grinder, Starrett 36" x48" x 7" Granite Surface Plate, etc.
Lot	QTY: (1) Lot of Miscellaneous Shop Support, To Include: General Guardian Generator, CM Lodestar Electric Hoist, Forklift Manlift Attachment, Forklift Jib Attachment, Fiberglass Extension Ladder, Stepladder, Steel Bench, Bench Vises, (8) Sections of Adjustable Pallet Racking, Steel Pedestal Desks, Chairs, Carts, Oscilloscope, Hitec Hydraulic Units, Assorted Hand Tools, 2-Door Cabinets, 4-Drawer Steel File Cabinets, Pedestal Fans, Self-Dumping Hoppers, Huot Tool Scoots, Carbide Inserts, Drills, Taps, Endmills,(20) Vidmar Style Tool Cabinets, Taper Tool Holder Racks, Face Mills,Boring Bars, Drum Rack, Pipe Threader,Pallet Racks, (4) Gorbel Crane Systems,with Hoists, Tool Carts, Lockers, 2,000-Gallon Poly Coolant Tank, PlatformScales, Paint Cabinets, Fans, Parts Washers, Boom Attachment For Forklift,etc.
Lot	QTY: (1) Lot of Office Furniture and Equipment, To Include: Desks, Chairs, File Cabinets, Tables, Conference Table and Chairs, (10) Personal Computers, Blueprint Photocopier, Blueprint Cabinets, Coat Racks
Lot	Lot consisting of: All available tooling and QC equipment, Power & Hand Tools, Work Benches, Vises, Tool Cabinets, Vidmar Cabinets, Parts Crib, Plant and Maintenance Support Equipment Throughout Facility, Storage Cabinets, Office Furniture & Equipment

ASSET MARKETING AGREEMENT

This Asset Marketing Agreement (this "Agreement") is dated as of the ___ day of August, 2016, by and between Hilco Industrial, LLC ("Hilco") and General Products Corporation (the "Company"). Hilco is in the business of marketing and selling assets on behalf of its clients. The Company is the owner and possessor of certain assets and desires to engage Hilco as its exclusive agent to sell such assets as more fully described herein.

WHEREAS, on June 27, 2016, the Company filed a voluntary petition under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"), Case No. 16-49267-tjt (the "Bankruptcy Case");

WHEREAS, as a result of a competitive search, which included evaluating the proposed liquidators' marketing and auctioneering capabilities, product knowledge, involvement and commitment of principals, technology, sales methodologies and references, the Company has selected and desires to engage Hilco as its exclusive agent to sell the Assets as more fully described herein; and

WHEREAS, substantially contemporaneously with the date hereof, the Company will file a motion with the Bankruptcy Court seeking authority to retain and employ Hilco as liquidator to sell the Assets without further court approval and for Hilco to be compensated and reimbursed in accordance with this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained in this Agreement, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, Hilco and the Company (individually, each a "Party," and together, the "Parties") do hereby agree as follows:

I. Engagement and Agreement to Market Assets

A. The Company hereby engages Hilco as its exclusive marketing and sales agent, and Hilco hereby accepts such engagement, with respect to (but not limited to) certain assets identified in Exhibit A attached hereto and by this reference incorporated herein (the "Assets"), which Assets are located at 188 Earl Davis Dr, Russellville, KY 42276 (the "Location").

B. For purposes of selling the Assets, Hilco shall utilize online auction and such other sale strategies as the Parties mutually agree, and is hereby authorized to cause the Company to sell the Assets at prices determined by Hilco in Hilco's sole discretion.

II. Exclusivity

In order to permit successful marketing and sale of the Assets, the Company grants to Hilco the exclusive right to sell the Assets for a period beginning on the date on which the Retention Order (as defined below) is entered (the "Commencement Date") and continuing until the earlier of (a) December 31, 2016 and (b) the date on which the Assets are removed from the Locations by buyers of such Assets (such period, the "Term"). The Company acknowledges that

Hilco or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement. All inquiries regarding the Assets made to the Company, its representatives or related parties to the Company, shall be redirected to Hilco.

III. Method of Sale and Certain Covenants

- A. In connection with the services to be provided by Hilco hereunder, Hilco will:
- (i) develop an advertising and marketing plan for the sale of the Assets;
 - (ii) implement the advertising and marketing plan as deemed necessary or appropriate by Hilco to maximize the net recovery on the Assets;
 - (iii) prepare for the sale of the Assets, including gathering specifications and photographs for pictorial brochures and arranging the Assets in a manner, which in Hilco's judgment would be designed to enhance the net recovery on the Assets;
 - (iv) provide fully qualified and experienced personnel who will prepare for and sell the Assets in accordance with the terms of this Agreement;
 - (v) provide a complete auction crew to handle computerized accounting functions necessary to provide auction buyers with invoices and the Company with a complete accounting of all Assets sold at the auction;
 - (vi) oversee the removal of Assets by buyers from the Location;
 - (vii) sell the Assets for cash or other immediately available funds to the highest bidder(s) on an "AS IS," "WHERE IS" and "all sales are final" basis and in accordance with the terms of this Agreement;
 - (viii) charge and collect on behalf of Company from all purchasers any purchase price together with all applicable taxes in connection therewith;
 - (ix) deposit all collected Gross Proceeds into a separate account maintained by Hilco and remit such proceeds to the Company by transferring them to the account described on Exhibit B attached hereto and by this reference incorporated herein (the "Client Account"), less any amounts due to Hilco hereunder, within thirty (30) days after the sale of each Asset. "Gross Proceeds" shall be defined as cumulative collected gross receipts from the sale of the Assets, exclusive of sales taxes and buyer's premiums; and
 - (x) submit an initial sales report to the Company within fourteen (14) days after the sale of the Assets and a final complete sales report to the Company within fourteen days after the end of the Term.

B. In connection with the services to be provided by Hilco hereunder, the Company hereby grants to Hilco the following rights and authority:

- (i) The Company hereby grants Hilco a license to use the name "General Products Corporation" and similar derivations, marks and logos in all of its advertising and promotional activities related to this Agreement. Hilco's license to use such name, marks and logos shall continue until the end of the Term of this Agreement.
- (ii) The Company hereby grants Hilco a license to allow Hilco to enter and use the Location. Specifically, Hilco shall have the right to enter and use the Location during the Term for the purposes of performing its obligations under this Agreement, including (without limitation) taking photographs and preparing the marketing material for the Assets, and selling and overseeing the removal of the Assets. Hilco shall have quiet enjoyment of the Location during its use of the Location with no interference from any labor unions or any other third parties. Hilco will use the Location as licensee and shall not be obligated to pay any rent, taxes, utilities, or other charges therefore. The Company agrees to continue to provide and pay for all utilities during the course of Hilco's use. The Company agrees to maintain and bear the cost of any existing security personnel at the Location during the term of this Agreement. The Company acknowledges that Hilco is not an insurer of the Company's personal property. Hilco shall have the right to abandon at the Location any Asset not sold.
- (iii) The parties hereto agree, and the Company hereby expressly acknowledges, that Hilco shall not be responsible for the removal or disposition of any environmentally hazardous chemicals, solvents or substances found at the Location or in the Assets or obtaining or maintaining any Environmental Permits. The Company shall be responsible for ensuring that the Company possesses and is in compliance with all Environmental Permits that are required for the operation of the Company's business. As used in this Agreement, "Environmental Laws" means all federal, state and local statutes, regulations, ordinances, rules, regulations and policies, all court orders and decrees and arbitration awards, and the common law, which pertain to environmental matters or contamination of any type whatsoever; and "Environmental Permits" means licenses, permits, registrations, governmental approvals, agreements and consents which are required under or are issued pursuant to Environmental Laws. The Company hereby agrees to defend, indemnify and hold Hilco harmless from any and all claims, losses, damages and liabilities of any kind whatsoever which arise from or are in connection with any hazardous chemicals, solvents or substances found at the Location or in the Assets, Environmental Laws or Environmental Permits.

- (iv) The Company acknowledges that with respect to any export transaction involving any of the Assets sold hereunder, and unless the Company and purchaser agree otherwise, the Company shall be the United States principal party in interest. Accordingly, the Company authorizes Hilco to provide the Company's federal employer identification number ('EIN') to purchasers, their agents, customs officials or similar parties for the purposes of completing a Shipper's Export Declaration form or any documentation necessary to facilitate the respective purchaser's export of the purchased Assets.

IV. Commission Payable to Hilco; Expense Reimbursement

A. As a guaranty of its performance hereunder, and subject to Hilco's re-inspection of the Assets identifying no more than ordinary wear and tear to the Assets from Hilco's last inspection on July 19, 2016, Hilco shall pay to Company the sum of Three Hundred and Fifty Thousand Dollars (\$350,000) (the "Guaranteed Amount") by depositing the Guaranteed Amount into the Client Account no later than two (2) business days prior to the auction, which auction is currently anticipated to occur on or about October 13, 2016.

B. Subject to the payment by Hilco of the Guaranteed Amount to the Company, Hilco shall be entitled to retain all proceeds of the sale(s) of the Assets (in addition to any buyer's premium) until such time as Gross Proceeds (exclusive of any buyer's premium) equal Four Hundred and Twenty-Five Thousand Dollars (\$425,000). Thereafter, all Gross Proceeds of the sale(s) of the Assets in excess of \$425,000 shall be shared by Hilco and Company as follows: eighty percent (80%) to Company and twenty percent (20%) to Hilco.

C. Additionally, Hilco shall be entitled to charge and retain for its own account an industry standard buyer's premium of sixteen percent (16%) for Assets that are sold. For purposes of clarification, the buyer's premium is a fee charged in addition to the sale price of the Assets and is paid for by the buyer. All buyer's premiums shall be withheld by Hilco upon collection of proceeds from applicable buyer(s).

V. Representations and Covenants of the Company and Hilco

A. The Company represents and warrants to Hilco and covenants that: (i) the Company has all legal right and authority to sell the Assets; (ii) subject to entry of the Retention Order, the Company has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for the Company to enter into and deliver the Agreement and to perform its obligations under the Agreement; (iii) other than the Bankruptcy Court, no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for the Company's consummation of, the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefore; (iv) Company has the authority to grant the license to Hilco to utilize the Location and to use the name "General Products Corporation" as provided for under this Agreement; (v) Hilco shall have access to the Assets and the Location in accordance with this Agreement; (vi) the Asset representations and descriptions on Exhibit A are accurate, true

and complete, and the Assets are, and will be maintained, in the same condition as the Assets existed on Hilco's last inspection on July 19, 2016 (ordinary wear and tear excepted); and (vii) subject to approval of the Bankruptcy Court, all Assets shall be conveyed to third party purchasers free and clear of all liens, claims, encumbrances, and interests. The Company further represents and warrants to Hilco that any amounts due and payable hereunder shall be free and clear of any liens, claims, or encumbrances of any kind whatsoever.

B. Hilco represents and warrants to Company that (i) Hilco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and (ii) Hilco has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for Hilco to enter into and deliver the Agreement and to perform its obligations under the Agreement.

VI. Indemnification

A. Hilco understands that the Assets will be sold AS IS and WHERE IS, and the Company does not make any representations or warranties with respect to the Assets, except for specifically stated under Section V of this Agreement. The Company hereby agrees to indemnify and hold Hilco harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) of any kind arising from or related to (i) the Company's breach of any of its obligations, representations and warranties hereunder, (ii) its performance or failure to perform hereunder, or (iii) the Company's failure to pay any personal property taxes associated with the Assets. The Company further agrees to indemnify and hold Hilco harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) of any kind arising from or related to the demonstration and sale of the Assets or any inaccurate statements or representations concerning the Assets made by the Company to Hilco.

B. Hilco hereby agrees to indemnify and hold the Company harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) by any buyer or prospective buyer of the Assets based on Hilco's breach of any of its obligations, representations or warranties hereunder or its performance or failure to perform hereunder.

VII. Insurance

The Company agrees to procure and maintain, during the Term of this Agreement, property damage, fire and other perils insurance in amounts not less than Guaranteed Amount in respect of all Assets until sold and removed from the Location and to name Hilco as a loss payee on all such policies of insurance. Additionally, prior to payment of the Guaranteed Amount, the Company shall provide Hilco with evidence of the foregoing.

VIII. Personal Property Taxes

Hilco shall not be responsible or liable for the payment of any personal property taxes associated with the Assets. Prior to distribution the any proceeds from the sale of the Assets to

the Company, the Company hereby agrees to provide Hilco with evidence of payment of all personal property taxes associated with the Assets in a form reasonably satisfactory to Hilco in its discretion. To the extent any personal property taxes remain unpaid, the Company hereby authorizes Hilco, without any liability to the Company whatsoever, to (i) remit payment for any personal property taxes to applicable taxing authorities from the proceeds remaining from the sale of the Assets after payment of any and all amounts due to Hilco under this Agreement or (ii) retain the proceeds pending payment of the personal property taxes, provided that Hilco receives evidence of payment in a form reasonably satisfactory to Hilco in which case Hilco shall thereafter remit the proceeds (less all amounts payable to Hilco under this Agreement) to the Company.

IX. General Provisions

A. Hilco shall not subcontract the whole of its obligations under this Agreement, but shall be permitted to utilize independent contractors and subcontractors for performing various obligations, including (without limitation) as part of the auction crew and overseeing the removal of the Assets.

B. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

C. Hilco shall be entitled to compensation for services rendered under this Agreement and this Agreement shall be binding upon the Company or any successor or assignee.

D. The Company and Hilco shall deal with each other fairly and in good faith so as to allow both parties to perform its duties and earn the benefits of this Agreement.

E. **TECHNOLOGY DISCLAIMER: HILCO DOES NOT WARRANT THAT THE FUNCTIONS, FEATURES OR CONTENT CONTAINED IN ANY WEBSITE USED IN CONNECTION WITH THE SALE OF THE ASSETS, INCLUDING ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH ANY SUCH WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.**

G. The Company recognizes and acknowledges that the services to be provided by Hilco pursuant to this Agreement are, in general, transactional in nature, and Hilco will not be billing the Company by the hour nor maintaining time records. It is agreed that Hilco is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein. Hilco represents and warrants that it has the expertise in performing the services under this Agreement.

H. Any correspondence or required notice shall be addressed as follows:

If to Hilco:	Hilco Industrial, LLC 5 Revere Drive, Suite 206 Northbrook, Illinois 60062 Tel.: (847) 509-1100
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Fax: (847) 521-7818
Email: rlawlor@hilcoglobal.com
Attn: Ryan Lawlor

If to the Company: General Products Corporation

Tel.: _____
Fax: _____
Email: _____
Attn: _____

I. This Agreement shall be deemed drafted by the parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.

J. By executing or otherwise accepting this Agreement, the Company and Hilco acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.

K. The Company shall provide Hilco with:

- all reasonably requested Asset information to the extent in the Company's possession;
- titles, if applicable, to all of the Assets; and
- information on prospect interest and evidence of all Asset inquiries, to the extent that the Company has such information and evidence.

L. This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.

M. This Agreement creates no third-party beneficiaries.

N. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to such state's conflicts of laws provisions. The Parties hereto irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court or, if the Bankruptcy Case has closed, the state and federal courts located in the State of Michigan for any action, suit or proceeding arising out of or relating to this Agreement and the Parties agree not to commence any such action, suit or proceeding except in such courts.

O. Hilco recognizes that it may come into possession of information relating to the business of the Company that is not available to the general public or that reasonably or logically may be considered to be confidential or proprietary ("Confidential Information"). Hilco shall hold confidential and not use (except as necessary to perform its obligations under this Agreement) or disclose, and shall cause its employee, agents, directors, and other representatives

to hold confidential all Confidential Information. Upon the Company's request, all such information shall be returned to the Company in any physical medium. Confidential Information shall not include information that is or becomes publicly available through no wrongful act of the Hilco, is furnished to others by the Company without similar restrictions on their right to use or disclose, is known by Hilco without any proprietary restrictions at the time of receipt of such information from the Company or becomes rightfully known to Hilco without proprietary restrictions from a source other than the Company or is independently developed by Hilco by persons who did not have access, directly or indirectly, to the Confidential Information.

X. Miscellaneous

This Agreement may not be transferred or assigned without the express written consent of the other Parties, provided that Hilco shall be permitted to joint venture with certain third parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a Party to this Agreement. The Parties hereto are acting as independent contractors and nothing contained herein shall be deemed to create any other type of partnership, joint venturer or other relationship. This Agreement may not be modified or amended except by an instrument in writing executed by an authorized representative of each party to this Agreement. If any part or subpart of this agreement is found or held to be invalid, that invalidity shall not affect the enforceability and binding nature of any other part of this agreement. No Party shall be considered in default hereunder to the extent that performance by such Party is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party.


XI. Retention Order

The effectiveness of this Agreement is subject to and contingent upon the entry of an order under section 327 and 328 of the Bankruptcy Code, in form and substance acceptable to Hilco in its sole discretion, authorizing the Company's entry into and approval of this Agreement (the "Retention Order"), which the Company agrees to use the Company's best efforts to promptly obtain following the execution hereof. The Company will use the Company's best efforts to ensure that the Retention Order shall specifically provide that: (i) Hilco is being retained pursuant to sections 327 and 328 of the Bankruptcy Code by the Company; (ii) the payment of all fees and reimbursement of expenses hereunder to Hilco is approved under section 328(a) of the Bankruptcy Code and shall be free and clear of all liens, claims and encumbrances; (iii) all such payments of fees and reimbursement of expenses shall be made without further order of the Bankruptcy Court and in accordance with this Agreement; (iv) Hilco is not required to maintain time records or file interim or final fee applications; and (v) Hilco is authorized to provide the Services without the necessity of compliance with any federal, state or local statute or ordinance, contractual provision or licensing requirement affecting store and plant closings, "going out of business," bulk transfers, liquidation or auction sales, or regulating advertising, including signs, banners, or posting of signage.

* * *

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date written below.

GENERAL PRODUCTS CORPORATION HILCO INDUSTRIAL, LLC



By: _____
Title: _____
Date: _____

By: Ryan Lawlor
Title: VP & Assistant General Counsel, Managing Member
Date: August 26, 2016

General Products

Exhibit A

Assets

QTY	DESCRIPTION
Main Case Production Line, #1	
1	Makino A-88 4-Axis CNC Horizontal Machining Center, S/N 33, Asset 1189, (2000) with 50 Taper, 2-Pallet Changer, 128-Position Automatic Tool Changer, Chip Conveyor, Fanuc Pro 3 CNC Control, 25" x 25" Pallets
1	Makino A-88 4-Axis CNC Horizontal Machining Center, S/N 32, Asset 1188, (2000) with 50 Taper, 2-Pallet Changer, 128-Position Automatic Tool Changer, Chip Conveyor, Fanuc Pro 3 CNC Control, 25" x 25" Pallets
1	Makino A-88 4-Axis CNC Horizontal Machining Center, S/N 31, Asset 1187, (2000) with 50 Taper, 2-Pallet Changer, 128-Position Automatic Tool Changer, Chip Conveyor, Fanuc Pro 3 CNC Control, 25" x 25" Pallets
1	Makino A-88 4-Axis CNC Horizontal Machining Center, S/N 30, Asset 1186, (2000) with 50 Taper, 2-Pallet Changer, 128-Position Automatic Tool Changer, Chip Conveyor, Fanuc Pro 3 CNC Control, 25" x 25" Pallets
1	Makino Automatic Pallet Changing System, S/N 642, Asset 1190, 2000 with Patlite Linked Control
1	Findlay 48 Dia. Rotary Parts Washer, Asset M28067, Stainless Steel
Main Case Production Line	
1	Gorbel 500-Lb. Freestanding Bridge Crane Unified 500-Lb. Jib Crane
1	Master Chemical Yellow Bellied 250-Gallon Sump Sucker, 2005, with Pneumatic Pump
Turbo Cell Line, #2	

QTY	DESCRIPTION
1	Olofsson 2075E 4-Axis Twin Spindle Horizontal Turning Center, S/N 14251, 1999, with Automatic Load Turnover, Unload, Mist Collector, Fanuc 16i-T CNC Control, 30 hp AC Twin Spindle Motors
1	Livonia Magnetics Magnetic Chip Conveyor
1	Mori Seiki MH50 CNC Horizontal Machining Center, S/N 894, 1998, with Dual 20" x 20" Pallets, Cat 50 Taper, Hydraulic Clamping, 60-Position Automatic Tool Changer, MSC516 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251ED0679, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251EH1107, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251ED0679, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251EJ1298, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251EH1111, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki NL2500-700 2-Axis CNC Turning Center, S/N NL251EC0675, 2005, with 12-Position Turret, Coolant, 35/40 hp Spindle, Magnetic Chip Conveyor, MSX-800 CNC Control
1	Mori Seiki SH630 4-Axis CNC Horizontal Machining Center, S/N 425, 1999, with MS-502 CNC Control
1	Enshu JE-60 4-Axis CNC Horizontal Machining Center, S/N 237, 2001, with Dual Pallets, Automatic Tool Changer, 16" x 16" Pallets, ENAC CNC Controller
1	Ransohoff Chain Belt Pass Through Parts Washer, S/N H2721
1	Gorbel 300-Lb. Freestanding Bridge Crane
Shift Bar Cell, #3	
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165603, 2003 with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor

QTY	DESCRIPTION
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165605, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165602, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165607, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165601, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 174098, 2005, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165606, 2003, with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 162356, 2003 with Cat 50 Taper, 40 hp Spindle, Micron Filter System, Mazatrol PC-Fusion CNC Control, 120-Position Automatic Tool Changer, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak FMS 20 Palletech Pallet Changing System, Asset 1481, with Linked Controls, Shuttle System, ppg Automatic Gauging System
1	Gerref Carousel Parts Washer, S/N 1552303, Asset 1478, with Mist Collector, Gas Fired Burner, Light Curtain, Wash/Blow-Off Station, Indexer, Digital Temperature Control, AB Panel View 600 PLC Control

Main Case Production Line #4

1	Gorbel 300-Lb. Freestanding Bridge Crane, with Work Platform
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172668, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor

QTY	DESCRIPTION
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172663, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172692, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172759, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172760, 2006, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172758, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172757, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 174096, 2005, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Chip Conveyor
1	Mazak FMS 20 Palletech Pallet Changing System, with Linked Controls, Shuttle System
1	Mayfran ConSep 1000 Elevated Chip Conveyor, S/N 162356, 2003
1	Gerref Special Rotary Parts Washer, S/N 1598804, Asset 1191, 2004, with Controls
Flex Clutch Housing Line, #5	
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172193, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor (NOT IN SERVICE)
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172192, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 172197, 2004, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor

QTY	DESCRIPTION
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165608, 2003, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 165604, 2003, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor
1	Mazak FH-6800 4-Axis CNC Horizontal Machining Center, S/N 163404, 2003, with Cat 50 Taper, Mazatrol 640 CNC Control, 120-Position Automatic Tool Changer, Mayfran Chip Conveyor
1	Pallet Changing Systemm with (14) 600mm Pallets: Each with Mazak Rail Guided Pallet Shuttle System, (12) Parking Spaces, and (3) Operator Stations
1	Gerref Chain Belt Parts Washer, S/N 1556403, with 25" Chain Conveyor, Allen-Bradley Model PanelView 600 PLC Controls, and Exit Roller Conveyor

Eaton Rear Case Line, #6

1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 172362, 2004 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 165750, 2003 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 164537, 2003 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 141178, 1999 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 165711, 2003 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor
1	Mazak MTV-655/60N 3-Axis CNC Vertical Machining Center, S/N 172363, 2004 with Cat 50 Taper, 80-Position Automatic Tool Changer, 30" x 60" T-Slot Table, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Chip Conveyor

QTY	DESCRIPTION
1	Mazak Model MTV-655/60N 3-axis CNC Vertical Machining Centers, S/N 172474,(2004), CAT 50, Each with 80-Position Automatic Tool Changer, 30" x 60" T-Slot Tables, Single Pallet, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak Model MTV-655/60N 3-axis CNC Vertical Machining Centers, S/N 172365, (2004), CAT 50, Each with 80-Position Automatic Tool Changer, 30" x 60" T-Slot Tables, Single Pallet, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Elevated Chip Conveyor
1	Mazak Model MTV-655/60N 3-axis CNC Vertical Machining Centers, S/N 172474, (2004), CAT 50, Each with 80-Position Automatic Tool Changer, 30" x 60" T-Slot Tables, Single Pallet, Mazatrol 640M CNC Control, Coolant, Mayfran ConSep 1000 Elevated Chip Conveyor (PARTED OUT)
1	Gerref Chain Belt Pass Through Parts Washer, S/N 1601004, with Over and Under Chain Power Conveyor
1	Gerref Chain Belt Pass Through Parts Washer, S/N 1673607, Asset #1194, with Over and Under Chain Power Conveyor
1	Midbrook Model Hurricane 5024 Chain Belt Pass Through Parts Washer, S/N 4508, (Cell 2)
1	Edwards Model Jaws IV 50-Ton Hydraulic Iron Worker, S/N 35995000
1	Dake Bench Mounted Arbor Press, No. 3
1	Hitachi 12" Double-End Bench Grinder
1	Mori Seiki Model YR3-115 Radial Arm Drill, S/N 720024, 4' Arm, 12" Column, Box Table
1	Hobart Model TR-250 250 Amp AC/DC Welder
1	Miller Millermatic Vintage 200 Amp Welder, KG129700, 1996
1	9" Bench Mounted Throatless Shear
1	Okuma Model STM2V Vertical Milling Machine, S/N 48951, 8" x 48" Power Feed Table, 60 to 1,800 rpm Spindle Speed, with OH Scale, 3-Axis Digital Readout, and Pendant Controls
1	Lincoln Electric Model Pro-Cut 55 Portable Air Plasma Cutter, S/N U1980901497, (1998)
1	Tongil Model TIPL-4 400mm x 1,000mm Geared-Head Engine Lathe, S/N 1B00512954, 60 to 1,500 rpm Spindle Speed
1	Amada Model H250D 8" Hydraulic Horizontal Band Saw, S/N 25300016, (1990), with Controls, and Coolant

QTY	DESCRIPTION
1	General Scales Model GE600 5,000 Lb. Digital Platform Scale, 48" x 48" Deck
1	Magvac High Capacity Vacuum System, 30 hp
1	Brown & Sharpe Model 9-15-8 Image Global Coordinate Measuring Machine, S/N 09046225, (2004), 4' x 8' Air Bearing Table, Bridge Type with Renishaw Probe and Controls
1	Brown & Sharpe XCEL 9-15-9 SP Image Global Coordinate Measuring Machine, S/N 1099-2455, with 4" x 8" Air Bearing Table, Bridge Type, Renishaw Probe, Controls,
1	Sheffield Endeavor 9.15.9 Series Coordinate Measuring Machine, S/N R-0008-0200, with Granite Base, Renishaw PH10MQ Probe, CNC Controls
1	Zoller Venturion 500 CNC Tool Setter, S/N V420E2-00313, 2004, with Cat 50 Taper, PC Controls, Intelligent Read/Write Capability
1	Quincy Model QS1500A3148 Screw Type Air Compressor, S/N 96287, (2002), 100 hp, 102,507 Hours Indicated
1	K.O. Lee Model 6X18 Hand Feed Surface Grinder, S/N 27007
1	Grob 24" Vertical Band Saw, S/N 2091, with Butt Welding and Grinding Attachment
1	Quincy Model QS1-500AMA31TDF Screw Type Air Compressor, S/N 993032, (2002), 100 hp, 28,687 Hours Indicated, with Power Sync Digital Controls
1	Tennant Model 7400 Rider Floor Scrubber
1	Vertical Air Storage Tank, S/N 477448, (2005), 150 psi @ 450°F, Single Wall, with Side Manhole Cover
1	Ridgid Model 300 Compact Portable Electric Pipe Threader, S/N EAF038010905, with Foot Pedal Controls
1	Quincy Lab Model 10 12" x 10" x 10" Single Door Lab Oven
1	Fisher Scientific 60-g Digital Scale
1	Dorsey Metrology International Model Benchmark 16" Optical Comparator, with 4" x 17" Table, and Quadra-Chek 2000 X-and Y-Axis Digital Readout
1	Tokyo Seimitsu Model Surfcom Profile Surface Texture Gauge, 200mm Stroke, Mounted On Granite Base, with Personal Computer, and Model BTS019 Profile Reader
1	Tokyo Seimitsu Roundness Checker, S/N R40001393, with Digital Readout Programmable Controls, and Plotter

QTY	DESCRIPTION
1	Hypertherm Model Powermax 1000 600-Amp Portable Air Plasma Cutter, S/N 1000-028275
1	Miller Model Gold Star 300SS 300-Amp Welder, S/N R8005642
1	Lincoln Electric Model Ranger 250 250-Amp Welder Generatr, S/N U1030601234, (2005), with Gas Motor, Lincoln Electric Model LN-25 Wire Feed, and Mig Gun
1	Toyota 5,000-Lb. Propane Lift Truck, S/N B2410, 3-Stage Mast, Solid Tire, With Side Shift (NOT IS SERVICE)
1	Tennant Model 5680 Electric Floor Scrubber
1	Safety-Kleen Model AQ-1 Parts Cleaner
1	Aeroquip Model Pro Crimp 1380 Hose Crimper
Lot	QTY: (1) Storage Shed, To Include: (3) Lift Trucks, Scissor Lift, (2) Parts Washers, (2) TurboMagnetic Chip Conveyors, Hardness Tester, Table Saw, Conduit, Hydraulic Units, Air Dryer, and Genie Manlift
Lot	QTY: (1) Lot of Inspection Items, To Include: 3' x4' x 6" Granite Surface Plate, with Stand, Pin Gauges, Height Gauges, Craftsman Double-End Bench Grinder, Starrett 36" x48" x 7" Granite Surface Plate, etc.
Lot	QTY: (1) Lot of Miscellaneous Shop Support, To Include: General Guardian Generator, CM Lodestar Electric Hoist, Forklift Manlift Attachment, Forklift Jib Attachment, Fiberglass Extension Ladder, Stepladder, Steel Bench, Bench Vises, (8) Sections of Adjustable Pallet Racking, Steel Pedestal Desks, Chairs, Carts, Oscilloscope, Hitec Hydraulic Units, Assorted Hand Tools, 2-Door Cabinets, 4-Drawer Steel File Cabinets, Pedestal Fans, Self-Dumping Hoppers, Huot Tool Scoots, Carbide Inserts, Drills, Taps, Endmills,(20) Vidmar Style Tool Cabinets, Taper Tool Holder Racks, Face Mills,Boring Bars, Drum Rack, Pipe Threader,Pallet Racks, (4) Gorbel Crane Systems,with Hoists, Tool Carts, Lockers, 2,000-Gallon Poly Coolant Tank, PlatformScales, Paint Cabinets, Fans, Parts Washers, Boom Attachment For Forklift,etc.
Lot	QTY: (1) Lot of Office Furniture and Equipment, To Include: Desks, Chairs, File Cabinets, Tables, Conference Table and Chairs, (10) Personal Computers, Blueprint Photocopier, Blueprint Cabinets, Coat Racks
Lot	Lot consisting of: All available tooling and QC equipment, Power & Hand Tools, Work Benches, Vises, Tool Cabinets, Vidmar Cabinets, Parts Crib, Plant and Maintenance Support Equipment Throughout Facility, Storage Cabinets, Office Furniture & Equipment

EXHIBIT B

CLIENT ACCOUNT INFORMATION

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION (DETROIT)**

**IN RE: GENERAL PRODUCTS CORPORATION,
et al.,¹

Debtors.**

**Case No.: 16-49267
(Chapter 11)
Hon. Thomas J. Tucker**

**ORDER AUTHORIZING PUBLIC AUCTION SALE OF ASSETS LOCATED AT
DEBTOR'S RUSSELLVILLE, KENTUCKY FACILITY**

General Products Corporation, debtor and debtor-in-possession in the above-captioned proceeding, having filed a Motion to Approve Auction Sale of Idle Equipment at Russellville, Kentucky Facility Pursuant to an Asset Marketing Agreement with Hilco Industrial, LLC (the "Motion"), all of which is described in the Motion, by online public auction;

All parties in interest having been served with a copy of the Motion and Notice of Hearing, and no one having appeared at the September ____, 2016 hearing on the Motion; and the Court having reviewed the Motion and being otherwise fully advised in the premises;

NOW, THEREFORE, for the reasons set forth on the record at the September _____, 2016 hearing:

IT IS ORDERED that the sale of the Russellville Assets as defined in the Motion via online public auction is hereby approved pursuant to the terms set forth in the Motion and the Asset Marketing Agreement between the Debtor and Hilco Industrial, LLC ("Hilco").

IT IS FURTHER ORDERED that the sales of the Russellville Assets will all be on an "as is, where is" basis without representation or warranty, express or implied of any kind, nature or description, including without limitation any warranty by description or of merchantability, usability or fitness for any particular purpose.

¹ The Debtor's case is jointly administered with the case of General Products Mexico LLC, Case No. 16-49269.

IT IS FURTHER ORDERED that the Trustee will not be required to inspect, test or report on the condition of the assets being sold or on the existence of any possible defects in the same.

IT IS FURTHER ORDERED that the Asset Marketing Agreement is approved in all respects and that the Debtor is authorized to comply with its terms.

IT IS FURTHER ORDERED that the sale will be on the basis described in the Motion with all liens, claims and other interests in and against the assets if any attaching to the proceeds of the sale in the same order of rank, validity and priority as presently may exist on the assets and consistent with the terms of the Final Order Authorizing Debtor to: (A) Use Cash Collateral; (B) Incur Postpetition Debt and (C) Grant Adequate Protection and Provide Security and Other Relief to MB Financial Bank, N.A.

IT IS FURTHER ORDERED that this Order will be effective immediately upon entry, notwithstanding the provisions of Bankruptcy Rules 6004 and 6006 or any applicable provisions of the Local Rules, this Order will not be stayed for fourteen (14) days after the entry hereof, but will be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in such rules is expressly waived and will not apply.