

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

J. DANIEL MAHONEY,

Plaintiff,

v.

THE MUHLER COMPANY and HENRY  
HAY, III, in his individual capacity,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR CHARLESTON COUNTY

CASE NO.: 2019-CP-10-178

AFFIDAVIT OF HENRY M. HAY, III

PERSONALLY appeared before me Henry M. Hay, III, stating as follows:

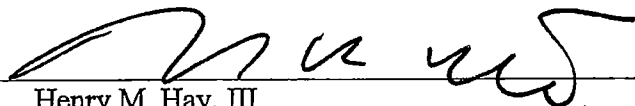
1. I am the President and majority shareholder of The Muhler Company, Inc. ("Muhler").
2. J. Daniel Mahoney ("Mahoney") was formerly the CEO of Muhler and claims a 25% ownership of Muhler.
3. As stated in my previous affidavit handed up to the Court by my attorneys, Muhler is a South Carolina corporation that does business in other states, including Florida, Alabama, Georgia, Oregon, and Wisconsin.
4. The purpose of amending Muhler's bylaws to include an arbitration provision was to streamline the resolution of any disputes that might arise.
5. The bylaws were not amended in order to disadvantage anyone, including Mr. Mahoney. I never suspected Mr. Mahoney would have any objection to the arbitration agreement as we both had a duty to act in the best interests of the Corporation. Further, Mr. Mahoney, as a member of two other corporations in which I am also involved, included arbitration provisions in the corporations' operating agreements. **Exh. 1** (Hawkes operating agreement); **Exh. 2** (Glasscorp operating agreement).
6. Mr. Mahoney remained the CEO of Muhler for 2 years after the arbitration clause was added to the bylaws. During that period, he also claimed a 25% share of the corporation. At no time did Mr. Mahoney object to the amended agreement.

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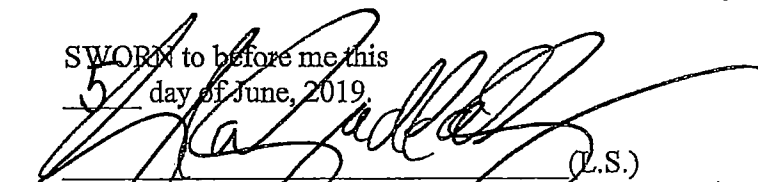


**EXHIBIT C**

7. My relationship with Mr. Mahoney had not changed in any particular way prior to the amendment of the bylaws. Our relationship was never personal and only professional.
8. Prior to the meeting to vote on the proposed amendment to the bylaws, I hand-delivered a meeting notice and agenda to Mr. Mahoney.
9. Peter Kent is the CPA for both Muhler and a related entity, Glasscorp LLC, of which Mr. Mahoney was a shareholder. He was hired by Glasscorp because of Mr. Mahoney's relationship with him.
10. As CEO of Muhler, Mr. Mahoney maintained Muhler's working relationship with Mr. Kent. My interactions with Mr. Kent in the matters of Muhler, Glasscorp, and Hawkes were insignificant, especially in Muhler as Mr. Mahoney was the CEO and largely in control of finance.
11. Further affiant sayeth naught.

  
Henry M. Hay, III

SWORN to before me this  
5 day of June, 2019.

  
(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 4-26-2028