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1 June 2015

Via Personal Delivery

The Honorable Thomas J. Walsh
Brown County Circuit Court Branch 2
Brown County Courthouse
100 South Jefferson Street
PO Box 23600
Green Bay, WI 54305-3600

Re: Marco Araujo, MD, et al. v. Green Box NA Green Bay, LLC
Case No. 15-CV-769

Dear Judge Walsh:

Our office represents Wisconsin Economic Development Corporation ("WEDC"). This letter shall serve as a summary of the security interest activity for the personal property of the Defendant, Green Box NA Green Bay, LLC ("Defendant"). Of note:

1. WEDC perfected a security interest in all of the Defendant's personal property as early as October 17, 2011. Section 5(a) of WEDC security agreement with the Defendant provides that Defendant shall "keep [all of WEDC's collateral] free from all liens, encumbrances and security agreements (other than Lender [WEDC]'s security agreement) . . ." (*see* Kuester Aff., Ex. W-2). However, since that time, as evidenced by for example the Exhibit 1 attached to the Complaint in this case, WEDC's collateral has been unabashedly pledged and re-pledged by the Defendant as collateral to other creditors approximately a dozen times over.
2. WEDC agreed to release its lien in a portion of the Defendant's property, conditioned upon Utica Leaseco, LLC purchasing the Stonehill Converting and Straubel Paper Companies' property and leasing it back to the Defendant.
 - a. According to Utica's UCC lien filing, the Defendant completed its transaction with Utica no later than September 5, 2013, but the Defendant did not secure a partial release from WEDC for that property until over a month later on October 7, 2013; and

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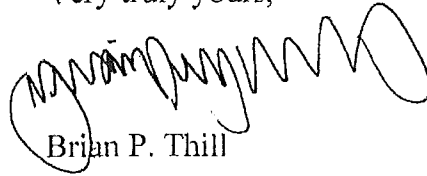
- b. Approximately three months later, the Defendant, still as the alleged *owner*, granted a security interest in much of the same *leased* property to Maple Bridge Funding, whose security interest is now claimed by Ability Insurance Company, including but not limited to the Hobema, rewinders, Sintesi, Ocean, and two Bretting machines.
3. The Defendant granted Dr. Araujo a security interest in a Mayfran Conveyer and Eriez Suspended Magnet around April 22, 2011, but then subsequently granted Clifton Equities a security interest in the same property on or about June 18, 2014.
4. On or about July 15, 2013, Green Box NA, LLC granted a security interest in various after dryers, including one with a serial number ending in 28. The identical property was pledged as collateral by Green Box NA, LLC to Alex Nichols almost exactly a month later. Of course Ronald H. Van Den Heuvel is and has at all relevant times been the principal for both the Defendant and Green Box NA, LLC.
5. On June 18, 2014, the Defendant obtained additional funding from Clifton Equities for the purchase of Kool Manufacturing equipment. Less than three (3) months later, the same Kool property was pledged to Crossgate. Crossgate's UCC lien filing further indicated that an entity named "EARTH," may now be the outright or co-owner of the Kool property instead of the Defendant.
6. On or about June 30, 2014, the Defendant and EARTH granted a security interest in two Bretting machines manufactured in years 1999 and 2001. The identical property was pledged as collateral less than a week before the filing of this case to:
 - a. Manchester Mortgage on May 14, 2015, with the Defendant as owner. The face of this UCC lien perfection includes notice to Attorney Ty Willinganz for the Defendant, the same attorney that was suspended during the course of Dr. Araujo's original suit against the Defendant, Brown County Case No. 13-CV-463.
 - b. Manchester Mortgage on May 15, 2015 with EARTH and PCDI now as owners, but at the Defendant's location. The face of this UCC lien perfection includes notice to Ronald H. Van Den Heuvel for the Defendant.

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7. Also filed on the eve of the filing of this case on May 18, 2015 was a UCC lien perfection in favor of Glen Arbor, LLC against two of the Defendant's after dryers.

A copy of all above-referenced documentation is enclosed herewith.

Very truly yours,



Brian P. Thill

BPT:rlc
27043.150595
Judge Walsh lt
Enclosures
cc (w/ enc.) (via e-mail):

Attorney John R. Petitjean
Attorney Carla O. Andres
Attorney Jonathan T. Smies
Attorney Valerie L. Bailey-Rihn
Attorney Brittany S. Ogden
Attorney Steve J. Krueger
Attorney Michele M. McKinnon
Attorney Robert A. Pasch
Wisconsin Economic Development Corporation

March 30, 2015

DEFAULT NOTICE

Ronald Van Den Heuvel
Green Box NA Green Bay, LLC
2077 - A Lawrence Drive
De Pere, WI 54115

RE: Contract #WEDC FY12-21010

Dear Ronal Van Den Heuvel:

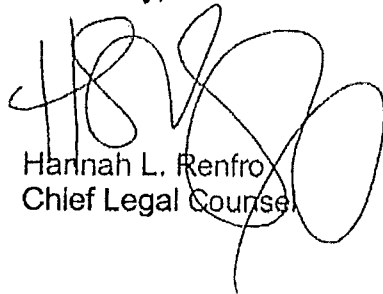
Our records show that Green Box NA Green Bay, LLC is in default under the terms of its loan agreement with the Wisconsin Economic Development Corporation (WEDC). Specifically, you have failed to repay the loan in accordance with the Promissory Note dated September 11, 2014. Green Box NA Green Bay, LLC will have 30 days from the date of this letter, or until noon April 30, 2015 to perform the following to cure the default:

Payment of \$24,565 which represents all past due loan principal and interest payments as of the date of this letter.

Should you fail to cure the default by April 30, 2015 then WEDC may pursue legal remedies available to it under law.

Should you have any questions or need additional information, please contact WEDC's Collections Specialist Juan Gomez at 608-210-6853 or by email at juan.gomez@wedc.org.

Sincerely,



Hannah L. Renfro
Chief Legal Counsel



201 W. Washington Avenue
Madison, WI 53702

P.O. Box 1687
Madison, WI 53701

608-210-6700
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EXHIBIT W-4