

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re: Case #16-24179
GREEN BOX NA GREEN BAY, LLC,
Debtor. Chapter 11

PLAN OF LIQUIDATION DATED SEPTEMBER 26, 2016

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Paul G. Swanson, Attorney for Debtor
Steinhilber Swanson LLP
107 Church Avenue, PO Box 617
Oshkosh, WI 54903-0617
Phone: (920) 426-0456
Fax: (920) 426-5530
pswanson@oshkoshlawyers.com

The Debtor, Green Box NA Green Bay, LLC. (hereinafter the “Debtor”) hereby proposes the following Plan of Liquidation pursuant to § 1123 of the United States Bankruptcy Code.

ARTICLE I DEFINITIONS

For the purposes of this Plan, the following terms shall have the respective meanings set forth below:

1.1 “Administrative Claim” shall mean any cost or expense of administration incurred in connection with this case, together with all costs and expenses incurred by the Debtor or the trustee in the normal course of operating the Debtor’s business or preserving or disposing of its assets after the Petition Date. An administrative claim is a Claim for administrative expenses under § 503(b) of the Code that is entitled to priority in payment pursuant to § 507(a)(1) of the Code.

1.2 “Allowed Claim” shall mean:

- (a) a Claim (other than an Administrative Claim), proof of which is filed on or before the date designed by the Bankruptcy Court as the last date for filing proofs of claim with respect to such Claim, of which has been or hereafter is scheduled by the Debtor as liquidated in amount and not disputed or contingent and in either case, with respect to any such Claims, (i) as to which no objection to the allowance thereof has been filed within the applicable period of limitation fixed by the Code, the Bankruptcy Rules, the Federal Rules of Bankruptcy Procedure, or an order of the Court, or (ii) as to which any objection has been determined by a Final Order; or
- (b) an Administrative Claim
 - (i) an application for payment which, if required under the Code, hereunder, or by Order of the Court, has been filed with the Court on or before any applicable deadlines set by the Court, and which application has been approved and allowed by Final Order;
 - (ii) that is not subject to dispute and has become due and owing in the ordinary course of the Debtor’s business; or
 - (iii) that arises out of the assumption of an executory contract pursuant to § 365 of the Code, which assumption has been approved by a final order of the Court.

1.3 “Allowed Priority Claim” shall mean an Allowed Claim entitled to priority under §507(a) of the Code, other than an Administrative Claim.

1.4 “Allowed Secured Claim” shall mean an Allowed Claim arising on or before the Petition Date (or thereafter upon approval of the Court) that is secured by a valid Lien on property of the Debtor’s estate which is not void or voidable under any state or federal law, including the

provisions of the Code.

1.5 “Allowed General Unsecured Claim” shall mean an Allowed Claim that is not an Allowed Secured Claim or an Allowed Priority Claim.

1.6 “Claim” shall mean any right in existence on the Confirmation Date against the Debtor or its estate to (a) payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, or (b) an equitable remedy for a breach of performance if the breach would give rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

1.7 “Code” shall mean the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. §§ 101 et. seq.

1.8 “Confirmation” shall mean the entry by the Court of an order confirming the Plan, pursuant to § 1129 of the Code.

1.9 “Confirmation Date” shall mean the date on which the Confirmation Order is entered by the Clerk of the Court.

1.10 “Confirmation Order” shall mean the order of the Court confirming the Plan.

1.11 “Court” shall mean the United States Bankruptcy Court for the Eastern District of Wisconsin (the “Bankruptcy Court”), in which the Debtor’s Chapter 11 case is pending pursuant to referral of jurisdiction by the United States District Court for the Eastern District of Wisconsin, and any court having competent jurisdiction to enter final orders or judgments, conduct de novo review of issues and withdraw any portion of the above-captioned proceeding from the Bankruptcy Court, and any court having competent jurisdiction to hear appeals or certiorari proceedings from any of the foregoing.

1.12 “Debtor” shall mean Green Box NA Green Bay, LLC the Debtor in this Chapter 11 case.

1.13 “EARTH” shall mean Environmental Advanced Reclamation Technology HQ, LLC, now known as RTS, LLC.

1.14 “Effective Date” shall mean the date that is eleven business days after the Confirmation Order is entered and on which such Order becomes final and unappealable.

1.15 “Final Order” shall mean an order or judgment of the Court that is no longer subject to appeal, de novo review, or certiorari proceeding, and as to which no appeal, de novo review, or certiorari proceeding is pending.

1.16 “Lien” shall mean a charge against or interest in property to secure payment of a debt or performance of an obligation.

1.17 “NewCo” shall mean the entity which will acquire some of the assets of the Debtor as well other assets to be utilized in a waste reclamation and recycling business as described in the Disclosure Statement.

1.18 “Petition Date” shall mean the date this case was commenced, April 27, 2016.

1.19 “Plan” shall mean this Plan of Liquidation, as modified in accordance with the terms hereof or in accordance with the Code.

1.20 “Priority Tax Claim” shall mean an unsecured Claim entitled to priority under Code § 507(a)(8).

1.21 “Pro Rata” shall mean with respect to an amount of cash to be distributed to the holder of an Allowed Claim of a particular class on a particular date, the same proportion that such Allowed Claim bears to the aggregate of all Claims of that particular class on that particular date once all disputed claims in that class have become Allowed Claims or have been disallowed.

1.22 “Proponent” shall mean the Debtor, Green Box NA Green Bay, LLC.

1.23 “Roll Up” or “Project” shall mean the intended acquisition of the bulk of the Debtor’s assets by RTS, LLC for use in a large integrated operating company as described in the Disclosure Statement.

1.24 “RTS, LLC” shall mean Reclamation Technology Systems, LLC.

1.25 “RVDH” shall mean Ron Van Den Heuvel, a member of the Debtor.

1.26 “Secured Claim” shall mean a Claim arising on or before the Petition Date (or thereafter upon approval of the Court) that is secured by a valid lien on property in which the Debtor’s estate has an interest which is not void or voidable under any state or federal law, including the provisions of the Code.

Terms not defined in this Plan that are defined in the Code shall have the meanings stated in the Code.

ARTICLE II DESIGNATION OF CLASSES OF CLAIMS

2.1 **Classifications of Claims and Interests.** Claims and interests are hereby designed in the following classes:

1. **Administrative Priority Claims:** Administrative Priority Claims include all costs and expenses of the administration of the Chapter 11 case allowed under § 503(b) of the Code and entitled to priority under § 507(a)(1)(C) of the Code. The Plan provides for payment in full of all allowed administrative expenses on the Effective Date unless paid prior thereto or if the holder of such administrative expense has agreed to a different treatment. Any administrative expense that remains subject to an objection as of the Effective Date, and therefore has not yet been allowed by

the Bankruptcy Court, will be paid in the amount ultimately allowed or otherwise agreed, promptly after resolution of the objection.

a. Professional Fees: Fees to professionals will continue to accrue through confirmation. Debtor has hired the following professionals:

i. Steinhilber Swanson LLP, General Counsel for Debtor (hereinafter "SSMMM"). Fees and costs through confirmation are estimated to be approximately \$100,000.00.

b. UST Fees: The United States Trustee fees will be paid as incurred and in full as of the effective date. The Debtor is not delinquent in any payments to the U.S. Trustee. Quarterly fees may continue to be generated until such time as a final Order is entered closing this case by the Court.

c. Other Administrative Expenses: Other administrative expense claims may be filed by entities that believe they have an entitlement to be paid as an administrative expense. Debtor asserts that there are no such administrative expenses.

2. Priority Tax Claims: Priority tax claims, as have been filed in the case, are as follows:

a. U.S. Department of Treasury / Internal Revenue Service ("IRS") - The IRS has filed a claim for unpaid payroll taxes in the amount of \$30,825.13. It has "placeholder" claims for income taxes for the Debtor. The Debtor believes that it can reasonably file returns asserting that the Debtor had no income in any of the years that it operated that was taxable and, indeed, likely suffered losses.

b. Wisconsin Department of Revenue ("WDOR") - The WDOR has filed a claim for payroll taxes in the amount of \$6,110.27. There are believed to be no further claims for any other kind of tax in favor of WDOR.

c. Wisconsin Department of Workforce Development ("DWD") - The DWD has filed a claim in the amount of \$67,299.31 as a result of unpaid unemployment compensation and insurance taxes.

The Debtor shall, as soon as is practicable, file income tax returns for the last several years (2014 and 2015) based on estimated losses suffered and request a speedy determination of the liability therefrom under §505(b)(2). The amount due, if any, shall be paid each of the above taxing authorities along with any tax due on account of the specified proofs of claim on the docket.

3. Class 1 Claim (Maple Ridge Funding/Ability Insurance Company ("Ability")) - Such class shall consist of the claim of Maple Ridge Funding/Ability Insurance Company ("Ability"). Ability asserts a claim as of May 4, 2016 in the amount of \$9,681,100.00. This claim is secured by a valid First Mortgage on real estate located at 2107 American Boulevard, De Pere, Wisconsin. The original amount advanced, as evidenced by a Note dated December 10, 2014, was \$7,150,000.00. The Mortgage, recorded December 13, 2014, together with an

Assignment of Rents, is duly perfected. This is a partially secured claim.

4. **Class 2 Claim (Cliffon Equities ("Cliffon"))** - Cliffon asserts a claim in the amount of approximately \$4,200,000 as of March 1, 2016. This amount is asserted to be secured by two PC Kool units, one of which is located on the Debtor's premises and installed, and the other which is located at the premises of Advanced Resource Materials, LLC ("ARM, LLC") in South Carolina and is not installed. Additionally, Cliffon asserts a lien in a sorting line and a pelletizing line, both of which are owned by a related entity. It also, as a result of its relationship with the Debtor and RVDH, negotiated for certain ownership interests in the Debtor and two related entities, one of which is now known as RTS, LLC. It possesses 4 Million units of RTS, LLC, which is a 4% ownership interest. This debt is evidenced by various documents, including an Amended Loan and Investment Agreement dated June 13, 2014, which may be executory as to certain terms.

The Debtor asserts that the value of the collateral is less than the amount due to Cliffon. Cliffon also possesses guaranties from RTS, LLC and RVDH as to debt owed to it by the Debtor.

5. **Class 3 Claim (Quotient Partners, LLC ("Quotient"))** - Quotient has a secured claim that had a balance, as of November 15, 2005, of \$289,471.22. This claim is secured by a lien in equipment owned by a related entity, but is an obligation of the Debtor, together with RTS, LLC. This claim is fully secured.

6. **Class 4 Claim (State of WI/WI Economic Development Corporation ("WEDC"))** - WEDC has a claim as the result of a loan made to the Debtor in the amount of \$1,116,000.00, together with interest, less any payments received, from the date of inception, September 14, 2011. This obligation is secured by a Second Mortgage on the Debtor's property located at 2107 American Boulevard in De Pere, Wisconsin. Given the value of the building, it is unlikely that this claim is fully secured and, indeed, is likely minimally secured. WEDC does, however, possess the ability to elect under Section 1111(b) of the Code and, thus, its claim is recognized in that light. By virtue of such an election, this claim may be fully secured.

7. **Class 5 Claim (Paper HoldCo, LLC ("Varde"))** - Varde has a claim against the Debtor and other related entities, including RTS, LLC, among others. The claim has been reduced, via a Confession of Judgment executed by RVDH, arguably without authority, in the amount in excess of \$9,000,000.00 in State Court, in the State of Minnesota against RTS, LLC and RVDH. Due to the stay imposed by these bankruptcy proceedings, judgment was not entered against the Debtor.

Varde's claim is secured by certain of the Debtor's property, namely, two sets of After dryers. In the Second Forbearance between the Debtor, related entities, and Varde, the Debtor delivered physical and legal possession of the dryers to Varde in a "lender controlled space" within a warehouse located at 821 Parkview Road in Ashwaubenon, Wisconsin. Varde initially paid for storage on those units, but has since stopped and it has made no effort to liquidate the same either by judicial process or self-help. Varde has entered judgment against RTS, LLC, among others by virtue of guaranties. Varde is under-secured as the value of the collateral is significantly less than its claim. RVDH is also a guarantor of this obligation.

8. **Class 6 Claims (Executory Contracts)** - During the course of these proceedings, Little Rapids Paper Corporation obtained relief from stay in order to terminate a lease of the bulk of a warehouse located at 821 Parkview Road in Ashwaubenon, Wisconsin. Related entities of the Debtor have arranged for a significantly reduced amount of space as machinery and equipment intended to be used in the Project are stored there. The amount due and owing has been agreed between the parties and will be paid by the Project.

The Debtor may have other leases, including liability on a certain residential lease, to Jairo Huilar, for a property located at 4032 N. St. Bernard Drive in De Pere, Wisconsin. The extent of the liability, if any, is limited to several months on a possible month-to-month holdover of a lease which terminated on its face several years ago. A former employee of the Debtor resided in the property under a lease between the Debtor and Mr. Huilar. There is currently relief from stay sought and it is anticipated that an eviction will occur shortly.

The Debtor held a lease with Utica Lease Co., LLC prior to the filing of the bankruptcy. Such lease was assigned and taken over by GlenArbor, pre-petition. It is believed that, as of the date of the Petition, no lease existed between the Debtor and Utica Lease Co., LLC, however, there may be some liability for payment in the event GlenArbor were to default.

Patriot Tissue, LLC, a related entity, was utilizing the manufacturing and warehousing space at 2107 American Boulevard in De Pere, Wisconsin, owned by the Debtor, to continue the operations of the Debtor after the appointment of the receiver. Patriot Tissue, LLC paid no rent, which has accrued at \$74,000 per month, pursuant to the lease. Patriot Tissue, LLC is not operating, has no assets, and is uncollectible.

9. **Class 7 Claims (Marco Araujo ("Araujo"))** -Marco Araujo holds a fully secured claim in a sorting unit owned by the Debtor. The value of the sorting unit is greater than this claim. It is believed that the claim, after credits and offsets, held by this claimant, is approximately \$700,000.00.

10. **Class 8 Claims (General Unsecured Non-Priority Claims)** - The Class 8 Claims are impaired. The total amount of the allowed unsecured claims, based on claims scheduled by the Debtor and not marked as "contingent, unliquidated, or disputed" and as allowed by the Court pursuant to proofs of claim filed herein, is \$446,043.69 plus any under-secured portion of any secured claims noted above or any executory contract rejection damages. This class is impaired.

11. **Class 9 Claims (Equity Interests in the Debtor)** - The equity interests in the Debtor are detailed on the attached List of Equity Security Holders. Such interests will be cancelled under the terms of this Plan.

ARTICLE III TREATMENT OF CERTAIN UNCLASSIFIED CLAIMS

This Plan does not classify certain claims having priority as specified in § 507 of the Code. Those claims will be treated as follows:

3.1 **Chapter 11 Administrative Claims.** These claims are not impaired. Except to any

extent that an Administrative Claim has been paid prior to the Effective Date or the holder of the Administrative Claim has agreed to a different treatment of its Claim, on the Effective Date, or as soon thereafter as a claim becomes an Allowed Claim, the Debtor will pay each Allowed Administrative Claim as follows:

- a. Professional Fees: Fees to professionals will continue to accrue through confirmation. Debtor has hired the following professionals:
 - i. Steinhilber Swanson LLP, General Counsel for Debtor (hereinafter "SSLLP"). Fees and costs through confirmation are estimated to be approximately \$100,000.00.
 - ii. SSLLP has agreed to defer allowed administrative claims to such time as funds are available from the "roll up" into the Project, or approximately March 31, 2017.
- b. UST Fees: The United States Trustee fees will be paid as incurred and in full as of the effective date. The Debtor is not delinquent in any payments to the U.S. Trustee. Quarterly fees may continue to be generated until such time as a final Order is entered closing this case by the Court.
- c. Other Administrative Expenses: Other administrative expense claims may be filed by entities that believe they have an entitlement to be paid as an administrative expense. Debtor asserts that there are no such administrative expenses..

3.3 **Priority Tax Claims**. Any priority tax claims are unimpaired. The Debtor estimates priority tax claims arise as a result of unpaid payroll taxes to the IRS, WDOR, and DWD as described above. Such priority tax claims shall be paid in full at the time of the "roll up" into the Project, which will be approximately March 31, 2017 and shall include any additional assessments as a result of the filing of income tax returns for 2014 and 2015.

3.4 Fees of the United States Trustee payable under 28 U.S.C. §1930 shall be paid in full on the Effective Date in accordance with 11 U.S.C. §1129(a)(12), and thereafter as due from the liquidation proceeds of the Debtor's assets.

ARTICLE IV TREATMENT OF CLASSIFIED CLAIMS

4.1 **Class 1 Claim (Maple Ridge Funding/Ability Insurance Company ("Ability"))**
- Ability shall be paid the sum of \$7,600,000.00 at the time of the "roll up" into the Project from funds generated thereby. The real estate shall, after such payment, be deeded free and clear of all liens and encumbrances to NewCo. At the time of the payment, Ability shall release RTS, LLC from any obligation as a result of a Guaranty executed by Earth. The balance of this claim shall be treated as an unsecured claim hereunder and will not be paid by the Debtor. Ability specifically reserves its right under a certain Guaranty by RVDH dated December 10, 2014. This class is impaired.

4.2 **Class 2 Claim (Clifton Equities ("Clifton"))** - Upon confirmation, the Debtor

will surrender any interest it has in Cliffton's collateral known as the PC Kool units, and shall allow Cliffton the right to remove the same from its premises. Cliffton shall exercise any and all rights in the collateral transferred to ARM, LLC. Cliffton shall be paid out of the proceeds of the "roll up" the following amounts in exchange for the release of the following collateral:

- a. \$1,172,000.00 for a sorting line; and
- b. \$1,361,000.00 for a pelletizer line.

The above property shall then be transferred to NewCo free and clear of all liens and encumbrances. Additionally, upon such payment, RTS, LLC shall be released from any and all liability from any Guaranty executed in favor of Cliffton for the Debtor's obligations and Cliffton shall retain its 4% equity interest in RTS, LLC. Any and all other terms of the Amended Loan and Investment Agreement dated June 13, 2014, or any of its prior agreements with the Debtor, shall be rejected and abrogated by the Debtor to the extent of the Debtor's liability thereunder. Cliffton's equity interest in the Debtor shall be cancelled upon confirmation. The balance, if any, of the claim of Cliffton after liquidation and application of its collateral to be surrendered shall be treated as an unsecured claim and will not be paid under this Plan. This class is impaired.

4.3 **Class 3 Claim (Quotient Partners, LLC ("Quotient"))** - The claim of Quotient in the approximate amount of \$275,000.00 shall be paid, together with interest at the contract rate, from the proceeds of the "roll up" of the Project on approximately March 31, 2017. Upon such payment, Quotient shall release any security interest it has in two Bretting machines, which are its collateral and which are owned by a related entity. Any claim that Quotient may have against its co-maker on this obligation, RTS, LLC (Earth), shall be released upon payment. This class is unimpaired.

4.4 **Class 4 Claim (State of WI/WI Economic Development Corporation ("WEDC"))**
- It is anticipated that WEDC will make election under Section 1111(b) of the Code to retain its right to a full payment in deferred cash payments of its allowed claim. As such, its entire obligation shall be assumed by RTS, LLC upon the Effective Date. Any accrued interest on the claim shall be paid in full from the proceeds of the "roll up" into the Project on approximately March 31, 2017. Thereafter, on a monthly basis, interest shall be paid at the contract rate of 2% for a period of 12 months. Thereafter, the contract payment of \$19,920.00 per month shall be paid for a period of 24 months, after which time, the entire remaining balance shall become due and payable and shall be paid by RTS, LLC in full.

In exchange for the assumption of the obligation by RTS, LLC, WEDC shall, upon the "roll up" into the Project of the underlying real estate, release its Mortgage on the real estate, be unsecured, but retain the right to full payment as described herein as against RTS, LLC. This class is impaired.

4.5 **Class 5 Claim (Paper HoldCo, LLC ("Varde"))** - Varde shall be paid the sum of \$1,500,000.00 cash at the "roll up" of the Project on approximately March 31, 2017. In exchange, it shall release any and all security interests it has in two After dryer units and equipment as described in its security agreement, to facilitate the transfer of the items to the Project free and clear of liens and encumbrances. Upon such payment, it shall release any guaranty of RTS, LLC (Earth). It shall also release any and all membership interest which it holds as collateral in RTS, LLC (Earth).

upon such payment. The balance of its claim shall be an unsecured claim and shall not be paid hereunder by the Debtor.

4.6 **Class 6 Claims (Executory Contracts)** - To the extent not specifically modified herein, all executory contracts are rejected. Any rejection claims shall be treated as unsecured claims hereunder. Specifically, a contract, if any, between the Debtor and ARM, LLC is rejected and any rights in the property held by Cliffton shall be abandoned to Cliffton. Likewise, since the Debtor will not be operating going forward and will have no further assets, the assumption of executory contracts without assignment to an operating entity would be fruitless and of no effect.

It is specifically noted that NewCo has negotiated for a warehouse space with Little Rapids Paper Corporation and certain assets owned by related entities as well as assets of the Debtor which are stored at the facility will remain on terms and conditions that can be negotiated between NewCo and Little Rapids. The Debtor's lease was terminated. Any lease termination damages in favor of Little Rapids shall be an unsecured claim and treated as such hereunder.

4.7 **Class 7 Claims (Marco Araujo ("Araujo"))** - Marco Araujo holds a fully secured claim in a sorting unit owned by the Debtor. The value of the sorting unit, is greater than this claim. It is believed that the claim, after credits and offsets, held by this claimant, is approximately \$700,000.00. The allowed amount of this claim, after all credits for amounts received in collection actions, plus statutory interest, shall be paid on approximately March 31, 2017 at the "roll up" of the Project in full satisfaction of all claims against the Debtor and related entities and the lien released and judgment satisfied as to all. This claim is unimpaired.

4.8 **Class 8 Claims (General Unsecured Non-Priority Claims)** - No amount is projected to be paid to unsecured creditors hereunder.

4.9 **Class 9 Claims (Equity Interests in the Debtor)** - All equity will be cancelled and will retain no interest in the Debtor or any of its assets.

ARTICLE V MEANS FOR IMPLEMENTATION OF THE PLAN

Management, through Smith and Kolasinski, shall continue to work with the Investment Bank with regard to the funding of the entire Project. The roll up of the Debtor's assets, to the extent described in the Disclosure Statement and this Plan, shall occur at the closing of the funding of the Project, or NewCo. This is anticipated to be March 31, 2017, however, that date could be altered depending upon the timing of the confirmation of this Plan of Liquidation. It is anticipated that this Plan will be confirmed by the end of the fourth quarter 2016.

Management indicates that the due diligence, or underwriting, for the Project is well along and the necessary supply agreements, offtake agreements, construction proposals and sale agreements for various assets are in the process of being finally negotiated and documented.

The Project consists of the pulping plant located in De Pere, Wisconsin which will soon be under agreement upon specified terms and conditions. Agreements for the source of material that is inputted into the process are currently being negotiated on what management believes to be

favorable terms. Proposals are being generated for the construction of a tissue manufacturing facility in De Pere, Wisconsin which will incorporate a significant amount of machinery which has been assembled over the last several years by RVDH and his related entities. The converting facility is the real estate upon which Ability has a first mortgage and WEDC has a second mortgage. The equipment for the converting lines has, to a large extent, been assembled and is operational on the premises. Finally, offtake, or supply agreements with customers are being negotiated and finalized.

It is believed that contracts currently being negotiated for the sale of the various materials from the process of the Project will meet or exceed prior negotiated contracts for the same materials which were in place during the Piper Jaffrey underwriting for the Project as previously envisioned. Additionally, the intellectual property has been secured and licensing agreements have been negotiated and are in the process of being finalized by management.

The projected funding for the overall Project is \$176,225,000.00. Built into the projections of the Project are amounts for the acquisition of the property of the Debtor, which are sufficient to fund the Plan proposed herein. The current management believes, and has believed for some time, that the Project has proven technology that has been demonstrated in the market, is novel but not complex, and can be implemented to address a tremendous demand in the market for the recycling of what would otherwise be landfilled consumer waste. The Project, as envisioned, has significant positive financial projections based on the costs of input, costs to through-put waste, and projected income from the sale of end products. The return is favorable.

The amount necessary to fund the Plan is generally estimated as follows:

Chapter 11 Administrative Expenses:	\$ 100,000.00
Priority Taxes:	\$ 100,000.00
Ability:	\$ 7,600,000.00
Cliffton:	\$ 2,533,000.00
Quotient:	\$ 290,000.00
WEDC:	\$ 75,000.00 (Interest)
Varde:	\$ 1,500,000.00
Araujo:	\$ 700,000.00
<i>Total:</i>	<i>\$12,898,000.00</i>

It is anticipated that, after Plan confirmation, the case will remain open until funding has occurred and the transfer of the assets, free and clear of liens, has been effectuated under the anticipated confirmation order. Thereafter, the case will be closed and no further claims will be paid.

To the extent not modified under the Plan treatment, the various classes of claimants will retain any rights which they may have against non-Debtor entities, with the exception of RTS, LLC, which shall be released from any and all claims of all creditors of the Debtor.

General Terms. The Debtor shall continue to be the Debtor in Possession and the bankruptcy estate shall remain in existence and hold all of its assets until all of said assets have been administered and the proceeds distributed in accordance with the terms of this Plan. The Debtor will continue to file monthly operating reports detailing the liquidation of its assets with the United States Trustee and continue to pay any and all quarterly fees from the proceeds of the liquidation as they are due.

Upon the completion of the liquidation envisioned hereunder, the Debtor will make application to the Court for an order of consummation.

ARTICLE VI RELEASE

Except as otherwise provided in this Plan, the distributions and rights afforded in this Plan shall be in complete and full satisfaction, effective as of the Effective Date, of all Claims of any nature whatsoever against the property or the bankruptcy estate of the Debtor transferred pursuant to this Plan.

ARTICLE VII INJUNCTION

Commencing on the Effective Date, except as expressly otherwise provided in this Plan, the holders of All Claims shall be enjoined from asserting against the Debtor on RTS, LLC, or their assets and properties, any other or further liabilities, Liens, obligations, or Claims, including but not limited to all principal and accrued and unpaid interest on the debts of the Debtor, based on any act or omission, transaction, or other activity or security interest or other agreement of any kind or nature occurring, arising, or existing prior to the Confirmation Date that was or could have been the subject of any Claim, whether or not Allowed. All legal or other proceedings and actions seeking to establish or enforce liabilities, Liens, Claims or obligations of any nature against the Debtor, RTS, LLC, or assets or properties received or retained by RTS, LLC with respect to debts and obligations, if any, of the estate arising before the Confirmation Date shall be permanently stayed and enjoined, except as otherwise specifically provided in this Plan.

ARTICLE VIII CONDITIONS TO EFFECTIVENESS OF THE PLAN

The Court shall have entered a Confirmation Order, in form and substance satisfactory to the Committee, and no stay of the Confirmation Order shall be in effect.

ARTICLE IX EFFECTIVE DATE

The Effective Date of the Plan shall be eleven (11) days after confirmation order when said order becomes final and unappealable.

ARTICLE X RETENTION OF JURISDICTION BY THE COURT

After the Confirmation Date, the Court may retain jurisdiction for the following purposes, or as otherwise permitted by law:

10.1 **Objections to Claims.** To hear and determine objections to the allowance of Claims, and requests for the estimation of Claims.

10.2 **Fee Applications.** To hear and determine any and all applications for compensation

of professional services and disbursements and any other similar fees incurred prior to or subsequent to confirmation of the Plan.

10.3 **Pending Matters.** To hear and determine any and all pending applications, motions, adversary proceedings, and other contested matters not resolved by the Plan.


10.4 **Modification of Plan.** To modify the Plan to the extent permitted by the Plan and the applicable provisions of § 1127 of the Code.


10.5 **Enforcement of Payments and Rights.** To enforce the terms and provisions of payments and rights required or created by the Plan.

10.6 **Provisions of Plan, Confirmation Order, and Code.** To enter such orders as may be necessary to consummate, interpret, and effect the provisions of the Plan and the Confirmation Order, or as may be otherwise required by the Code.

Dated this 26th day of September, 2016.

GREEN BOX NA GREEN BAY, LLC

By: 
Edward Kolasinski
for Stephen Smith, managing member, with permission

By: 
Paul G. Swanson
Attorney for Debtor in Possession
Steinhilber Swanson LLP
107 Church Avenue, PO Box 617
Oshkosh, WI 54903-0617
(920) 426-0456/Fax: (920) 426-5530

**United States Bankruptcy Court
Eastern District of Wisconsin**

In re Green Box NA Green Bay, LLC

Debtor(s)

Case No. 16-24179

Chapter 11

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
AKS Green, LLC 55 East Erie Street Suite 2304 Chicago, IL 60611		750,000	Membership Units
Badgerland Demolition & Earthwork 1414 Builders Court De Pere, WI 54115		200,000	Membership Units
Cliffton Equities, Inc. 7200 Rue Hutchinson, Suite 100 Montreal QU H3N 1Z2		3,000,000	Membership Units
Dan Platkowski 2107 American Blvd. De Pere, WI 54115		800,000	Membership Units
Dr. Ed Lin 1839 Schering Road De Pere, WI 54115		200,000	Membership Units
Dr. Marco Araujo 2595 Development Dr, Ste 150 Green Bay, WI 54311		600,000	Membership Units
EARTH, LLC 2077B Lawrence Drive De Pere, WI 54115		79,000,000	Membership Units
Glen Arbor, LLC 55 East Erie Suite 2304 Chicago, IL 60611		3,000,000	Membership Units
KYHK, LLC 2303 Lost Dauphin Road De Pere, WI 54115		2,000,000	Membership Units
L S Equities, LP 26 The Point Coronado, CA 92118		3,000,000	Membership Units
Pedro Fernandez 11211 Prosperity Farms Road Suite 303 C Palm Beach Gardens, FL 33410		1,000,000	Membership Units

Debtor(s)

LIST OF EQUITY SECURITY HOLDERS
(Continuation Sheet)

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
RVDH Dvlpmnt, LLC 2077B Lawrence Drive De Pere, WI 54115		6,350,000	Membership Units
Steve Huntington 6326 Arabian Way Two Rivers, WI 54241		100,000	Membership Units

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the **Manager** of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date September 26, 2016Signature /s/ Stephen Smith
Stephen Smith

*Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.*