UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In the Matter of :

Case No. 16-24179-BEH 11

GREEN BOX NA GREEN BAY, LLC,

Debtor.

MOTION FOR RELIEF FROM AUTOMATIC STAY FILED BY CLIFFTON EQUITIES, INC.

Cliffton Equities, Inc. ("**Cliffton**"), by and through its undersigned counsel, hereby move the Court for an order granting relief from the automatic stay pursuant to 11 U.S.C. §§362(d)(1) and (d)(2) and FED. R. BANKR. P. 4001(a). Cliffton respectfully requests that this Court enter an Order granting relief from all applicable stays and injunctions, including, without limitation, the automatic stay of 11 U.S.C. §362(a), so that Cliffton may enforce its rights and remedies related to the Kool Units (defined below), the Pellet Processing Units (defined below), and the Sorting Unit Equipment (defined below). The Kool Units, the Pellet Processing Units, and the Sorting Unit Equipment shall be collectively referred to herein as the "**Cliffton Collateral**."

As more fully discussed herein, Cliffton is entitled to stay relief with respect to the Cliffton Collateral because, among other things: (i) cause exists, including, without limitation, the fact that Cliffton is not being adequately protected, (ii) Debtor does not have any equity in the Cliffton Collateral, which is not necessary for an effective reorganization that is in prospect, and (iii) Debtor has already stated that it is willing to surrender the Kool Units to creditors.

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I. FACTS

Cliffton Loan Documents Related to the Cliffton Collateral and Receivership

1. On or about June 19, 2014, Debtor, among other entities, executed the Amended Loan and Investment Agreement (the "**Loan Agreement**") in favor of Cliffton. A true and correct copy of the Loan Agreement is attached as Exhibit A.

2. On or about June 19, 2014, Debtor, among other entities, executed the Amended and Restated Promissory Note (the "**Note**") in favor of Cliffton. A true and correct copy of the Note is attached as Exhibit B.

3. On or about June 19, 2014, in order to secure the payment obligations made on the Note, Debtor, among other entities, executed the Amended and Restated Security Agreement (the "**Security Agreement**") in favor of Cliffton, granting a continuing security interest and purchase money security interest in and to all of the following (collectively, the "Collateral"):

> (i) Any tire or pellet liquefaction thermal degradation units purchased from Kool Manufacturing Company using Loan [as defined in the Loan Agreement] proceeds, together with all parts and accessories hereafter acquired or received by Grantor and including all Proceeds of the foregoing (the "**Kool Units**");
>
> (ii) the pellet processing unit (Serial # RPS91GB001WI12), together with all parts and accessories hereafter acquired or received by Grantor including all related piping and fabrication equipment and all Proceeds of the foregoing (the "Pellet Processing Unit";
>
> (iii) the sorting unit equipment including the following: Mayfran Conveyor 9853016, Action Tapor Slot 1576, Eriez Suspended Magnet 57551, Eriez Eddie Current 57552, Air Classifier 00487- 62, Thrash Exit Conveyor 4732-00, 60" Glass Sort Conveyor N/A, Lights Sort Belt S-36 4200, 19" Fines Belt N/A, 24" Trough Belt N/A, 36" Trough Belt N/A, 24" Trough Belt N/A, 5 Bunker Door Winches Dalton, Bunker Walls, Bins, Perforated Screen, (3) w/stand, Aluminum Can Blower 4532-99, Ferrous Exit Conveyor T-24 4200, REM Fiber Infeed L-60 4200, REM Transition Belt 1-36 4200, Control Panel, Electric Misc: Supports, Structure, Doors, Catwalks, Handrails, Chutes, Floor Plates, Ladders and Guards that are part of the co-mingled system (the "**Sorting Unit Equipment**");
>
> (iv) all raw materials, work-in-process and finished goods of Grantor relating to the use of the Collateral;

(v) all accounts receivable generated by Grantor from the use of the Collateral; and

(vi) any proceeds of the foregoing.[1]

A true and correct copy of the Security Agreement is attached as Exhibit C.

4. Cliffton's security interest in the Collateral regarding Debtor was properly perfected by the filing of UCC Financing Statement Amendment # 140008162825 with the Wisconsin Department of Financial Institutions on June 19, 2014 which was subsequently amended by UCC Financing Statement Amendment # 140016046017 (collectively, with any other related UCC financing statements including the following UCC financing statements: 120013823825, 130012479730, 130013147420, 140008162825, 140016046017, the "**Debtor Financing Statement**"). A true and correct copy of the Debtor Financing Statement is attached as Exhibit D.

5. Collectively, the following documents will be referred to as the "**Loan Documents**": the Loan Agreement; the Note; the Security Agreement; and the Debtor Financing Statement.

6. On or about March 20, 2015, Cliffton served the Debtor, among other entities, with a Notice of Default and Request for Inspection (the "**Notice of Default**"). The Notice of Default requested that the Debtor allow Cliffton to inspect the Collateral. The Notice of Default also requested that the Debtor promptly furnish Cliffton with all documents or certificates regarding the operations, business affairs, and financial condition of the Debtor.

7. On June 2, 2015, the State Circuit Court (Branch 2) in Brown County, Wisconsin entered its *Order Appointing Receiver, Enjoining Creditors From Proceedings Against Green Box NA Green Bay, LLC and Granting Other Relief* ("**Order Appointing Receiver**") requiring that a receiver assume control of the Debtor and restrain Debtor from making any transfers of assets or otherwise causing deterioration of the business.

[1] Cliffton does not waive, and hereby reserves, its right to pursue relief against any other collateral in which Cliffton has an interest and is not included in the Cliffton Collateral as defined herein.

Debtor's Bankruptcy Case

8. On April 27, 2016 (the "**Petition Date**"), Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, thereby commencing the above-captioned Chapter 11 bankruptcy case (the "**Bankruptcy Case**").

9. In its Bankruptcy Case, the Debtor values all of its personal property at $2,800,000. (*See* Debtor Schedule B). In particular, the Debtor values a sorting line at $600,000; a second sorting line at $600,000; a kool unit located at the Parkview warehouse in DePere, WI at $1,200,000; and two sets of afterdryers with frame and parts at $400,000.

10. In its Bankruptcy Case, the Debtor lists Cliffton has having a secured claim in the amount of $3,200,000.

11. Upon information and belief, and based on the disclosures made by Debtor in this case, Debtor is currently in possession of a Kool Unit located in De Pere, Wisconsin at the American Boulevard Facility (the "**Wisconsin Kool Unit**") and a Kool Unit located in Easely, South Carolina (the "**South Carolina Kool Unit**").

12. Upon information and belief, and based on disclosures made by Debtor in this case, Debtor is currently in possession of the Cliffton Collateral.

13. On August 26, 2016, the United States Trustee (the "**UST**") filed its *Motion to Dismiss or Convert Case to a Chapter 7* [Dkt. 59](the "**Motion to Dismiss**"). Ability, Wisconsin Economic Development Corporation, and Cliffton each filed joinders to the UST Motion to Dismiss.

14. On September 26, 2016, the Debtor filed its *Disclosure Statement Dated September 26, 2016* [Dkt. 81](the "**Disclosure Statement**"). The Disclosure Statement provides that "[u]pon 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." (*See* Disclosure Statement p. 32).

15. On September 26, 2016, Debtor filed its *Chapter 11 Plan of Liquidation dated September 26, 2016* [Dkt. 82](the "**Plan**") indicating that the Debtor would not operate moving forward.

16. On September 30, 2016, at the hearing on the UST's Motion to Dismiss (the "**Dismissal Hearing**"), Stephen Smith testified that he did not know whether any of Cliffton's collateral was insured (*see* p. 103-104; p. 166, Ln. 6-20). A true and correct copy of the foregoing excerpts from the Transcript of the Dismissal Hearing are attached hereto as Exhibit E.

17. At the Dismissal Hearing, Mr. Smith testified that he did not oppose allowing the stay to be lifted in order to allow creditors to take control of the Kool Units (*see* p. 168, ln. 16-19). A true and correct copy of the foregoing excerpts from the Transcript of the Dismissal Hearing are attached hereto as Exhibit E.

18. On October 18, 2016, Crossgate Partners, LLC ("**Crossgate**") filed its *Objection of Crossgate Partners, LLC and Advanced Resource Materials, LLC to Entry of Order Approving Disclosure Statement Dated September 26, 2016* [Dkt. 99](the "**Crossgate Objection**") asserting an interest in the South Carolina Kool Unit pursuant to a joint venture agreement entered into with the Debtor.

19. On November 9, 2016, the Debtor filed its *1st Amended Disclosure Statement Dated November 9, 2016* [Dkt. 116](the "**Amended Disclosure Statement**") and *1st Amended Plan of Reorganization Dated November 9, 2016* [Dkt. 117](the "**Amended Plan**"). Through its Amended Plan, the Debtor proposes to sell the Kool Units within 120 days of the "Effective Date" of the plan. If the Debtor is unable to sell the Kool Units, the Debtor proposes to surrender them back to creditors.

20. Through its Amended Plan, in exchange for Cliffton's release of all liens and encumbrances on the units, the Debtor proposes to pay Cliffton $1,361,000 for the Pellet Processing Unit and $1,172,000 for the Sorting Unit Equipment. Since at least the Petition Date, Cliffton has not received any payments from the Debtor related to the Cliffton Collateral.

II. CLIFFTON IS ENTITLED TO IMMEDIATE STAY RELIEF

Bankruptcy Code §362(d) sets forth the means of obtaining relief from the automatic stay. Relief from the automatic stay shall be granted "for cause," including, without limitation, lack of adequate protection. *See* 11 U.S.C. §362(d)(1). In addition, a creditor with an interest in property is entitled to relief from the automatic stay if: (i) the debtor lacks equity in the property; and (ii) the property is not necessary for an effective reorganization that is in prospect. *See* 11 U.S.C. §362(d)(2); *United Sav. Ass'n. of Texas v. Timbers of Inwood Forest Assoc., Ltd.*, 484 U.S. 365, 375-76 (1988).

The means for relief set forth in Bankruptcy Code §362(d) are independent and alternative. *See* 11 U.S.C. §362(d)(1)-(3); *In re Kerns*, 111 B.R. 777, 785 (S.D. Ind. 1990)(stating that Section 362(d) is disjunctive and stay relief may be granted if only one provision applies). The moving party has the burden of proof only on the issue of the debtor's lack of equity in the property under Section 362(d)(2). *See* §362(g)(1). The Debtor has the burden of proof with respect to all other issues raised by this Motion. *See* §362(g)(2); *see also In re Matter of Boomgarden*, 780 F.2d 657, 663 (7th Cir. 1985). Applying the foregoing standard, Cliffton is entitled to stay relief under each independent means for relief set forth in Bankruptcy Code §§362(d)(1) and (d)(2).

A. Cliffton is Entitled To Stay Relief Pursuant To §362(d)(1) Because its Interest In The Cliffton Collateral Is Not Being Adequately Protected.

Pursuant to Bankruptcy Code §362(d)(1), relief from the automatic stay must be granted for "cause," which includes, but is not limited to, lack of adequate protection. *See* §362(d)(1). "Cause" is not defined in the Bankruptcy Code and is determined by the circumstances of a particular case. *See In re Guerrero,* 536 B.R. 817, 824 (Bankr. E.D. Wis. 2015).

Cause for stay relief exists when there is a lack of adequate protection of a creditor's interest in property. *See* §362(d)(1). Section 361 sets forth three non-exclusive means of providing adequate protection: (i) periodic or lump sum cash payment(s); (ii) additional or replacement liens; or (iii) the realization of the "indubitable equivalent" of the secured creditor's

claim. *See* §361. If the Debtor cannot prove that Cliffton is adequately protected, Cliffton is entitled to stay relief for cause.

A common form of adequate protection is the existence of an "equity cushion." *See Guerrero* at 825. An equity cushion exists where the value of the collateral exceeds a creditor's secured claim. *Id*. The equity cushion must be large enough to adequately protect the moving creditor. *See generally In re McKillips,* 81 B.R. 454 (Bankr. N.D. Ill. 1987). In addressing this fact-intensive process, one court has summarized the factual findings of numerous other courts indicating that:

> According to the well-researched case of *In Re McKillips*, case law almost uniformly concludes that: (1) an equity cushion of twenty percent (20%) or more constitutes adequate protection; (2) an equity cushion of less than eleven percent (11%) is insufficient; and (3) a range of twelve percent (12%) to twenty percent (20%) has divided the Courts.

In re C.B.G. Ltd., 150 B.R. 570, 573 (Bankr. M.D. Pa. 1992) (citing to *In re McKillips,* 81 B.R. 454 (Bankr. N.D. Ill. 1987)); *see also In re Mellor*, 734 F.2d 1396, 1400-01 (9th Cir. 1984) (requiring a 20% equity cushion); *In re Avila*, 311 B.R. 81, 83 (Bankr. N.D. Cal. 2004) (finding a 40% equity cushion adequate protection). The burden of proof is always on the debtor to establish that a creditor's interest is adequately protected by an equity cushion. *See* §361(g)(2).

In this case, Debtor cannot meet its burden to establish that Cliffton is adequately protected as required by §362(d)(1) with respect to the Cliffton Collateral. The Debtor lists in its Schedule B that the combined value of all of the Debtor's personal property in the Bankruptcy Case is $2,800,000. Debtor lists Cliffton as having a secured claim of $3,200,000 in its Schedule D. Meanwhile, Cliffton asserts that it has a claim of at least $4,281,961.89.[2] The amount of this indebtedness applies to each of the items of Cliffton Collateral, none of which exceed an estimated value of $1,200,000. Accordingly, the Debtor cannot show that there is any equity cushion in any one of these items. Because Debtor cannot demonstrate that there is an equity

[2] Cliffton intends to file a proof of claim for this amount prior to the applicable deadline.

cushion to adequately protect Cliffton, cause for stay relief exists; such relief is necessary to prevent the further erosion of its interest in the Cliffton Collateral.

Additional cause for stay relief exists in this case as Debtor has not adequately demonstrated that it has insured the Cliffton Collateral. A threshold requirement of adequate protection is the provision of adequate insurance over a creditor's collateral. *See In re Delaney-Morin*, 304 B.R. 365, 370, fn. 3 (9th Cir. B.A.P. 2003)("[I]nsurance generally constitutes an indispensable protection and lack of insurance jeopardizes a secured creditor's interests in its collateral."). Moreover, "[a] secured creditor lacks adequate protection if there is a threat of a decline in the value of the property." *Id*. (citing *In re Elmira Litho, Inc*., 174 B.R. 892, 902 (Bankr. S.D.N.Y. 1994)). And "[a] threat to decline includes failure to maintain [] insurance." *Id*. (citing *Hadley v*. *Victory Construction Co*., *Inc*. *(In re Victory Construction Co*., *Inc*., 37 B.R. 222, 226 (9th Cir. B.A.P. 1984)).

Here, Stephen Smith testified that he did not know whether any of Cliffton Collateral is insured. *See* Transcript for Dismissal Hearing, p. 103-104). There is a substantial threat of decline in the value of the Cliffton Collateral in the hands of the Debtor without demonstration of insurance. The Cliffton Collateral remains important to Cliffton as a means of securing repayment under the terms of the Loan Agreement. If something were to happen to the Cliffton Collateral while uninsured, Cliffton would be prevented from enforcing a valuable property right. Because there is no demonstrated insurance on the Cliffton Collateral, Debtor is not currently adequately protecting Cliffton, and it is urgent that the Court grant immediate stay relief.

Finally, Cliffton has not received any adequate protection payments from the Petition Date in order to protect against further deterioration of its position with respect to the Creditor Collateral. In fact, the Debtor cannot demonstrate that it is adequately protecting Cliffton in any of the ways set forth under §361.

Based on the foregoing, Debtor is not adequately protecting Cliffton's interests in the Cliffton Collateral. As a result, Cliffton is entitled to immediate stay relief for cause pursuant to Bankruptcy Code §362(d)(1).

B. Cliffton is Entitled To Stay Relief Pursuant To §362(d)(2) Because The Debtor Does Not Have Any Equity In the Cliffton Collateral And It Is Not Necessary For an Effective Reorganization That is In Prospect.

While supported by many of the same factors, the standard for relief pursuant to Bankruptcy Code §362(d)(2) is independent from the "cause" analysis under §362(d)(1). Pursuant to §362(d)(2), stay relief must be granted where: (i) debtor lacks equity in the subject property, and (ii) the property is not necessary for an effective reorganization that is in prospect. *See* §362(d)(2).

1. **The Debtor Does Not Have Any Equity In The Cliffton Collateral.**

For purposes of stay relief, "equity exists if the value of the property exceeds all claims secured by such property." *In re Jordan*, 329 B.R. at 447; *In re Dev., Inc*., 36 B.R. 998, 1004 (Bankr. D. Haw. 1984); *La Jolla Mortgage Fund v. Rancho El Cajon Assoc*., 18 B.R. 283, 290 (Bankr. S.D. Cal. 1982). Collateral is valued in the hands of the creditor. *La Jolla Mortgage Fund*, 18 B.R. at 289. Thus, the value of a subject property must be reduced by an amount sufficient to account for a liquidation price discount and estimated costs of liquidation. *See id*. (deducting 7% from the value of the property to account for costs of liquidation); *In re Robbins*, 119 B.R. 1 (Bankr. D. Mass. 1990) (stating that 15% is an appropriate liquidation price discount).

The value of all of the Debtor's property is listed as $2,800,000 in the Bankruptcy Case. The value of the Cliffton Collateral must be further discounted by a liquidation price discount and estimated costs, decreasing its purported value even further. Cliffton asserts that it has a claim of at least $4,281,961.89, repayment of which is secured by each item of the Cliffton Collateral. Furthermore, not only is the Cliffton Collateral encumbered by Cliffton under the Loan Agreement, but the South Carolina Kool Unit is also alleged to be encumbered by a loan

held by Crossgate. As a result, the Debtor cannot demonstrate that any of the Cliffton Collateral has equity.

Therefore, because its value is significantly lower than the loans encumbering it, Cliffton has established that the first prong of §362(d)(2) has been satisfied since there is no equity in any item of the Cliffton Collateral.

2. **The Cliffton Collateral Is Not Necessary For An Effective Reorganization That Is In Prospect.**

Once a court finds that the debtor has no equity in property under Bankruptcy Code §362(d)(2)(A), the burden shifts to the debtor to prove that the property is necessary to an effective reorganization. *In re A Partners, LLC*, 344 B.R. 114, 126 (Bankr. E.D. Cal. 2006). To meet this burden, the debtor must establish that reorganization will occur "within a reasonable time." *Timbers*, 484 U.S. at 375-76. Moreover, the proposed plan of reorganization may not be speculative or unlikely to be confirmed. *See generally Matter of 8th St. Vill. Ltd. P'ship*, 88 B.R. 853, 858 (Bankr. N.D. Ill.), *aff'd sub nom. In re 8th St. Vill. Ltd. P'ship*, 94 B.R. 993 (N.D. Ill. 1988)(granting creditor's motion for stay relief as a reorganization proposing construction of a convention center was deemed to be too "speculative").

Originally, the Debtor did not intend to reorganize with the Kool Units or otherwise. After the formation of a new company, NewCo, and the transfer of assets from the Debtor to NewCo, the Debtor projected that it would cease operation altogether. In its Plan, the Debtor provided that "[u]pon confirmation, the Debtor will surrender any interest it has in the Cliffton's collateral known as the PC Kool units, and shall allow Cliffton the right to remove the same from its premises." Now, in its Amended Plan, the Debtor proposes to attempt to sell the Kool Units within 120 days of the Effective Date of its plan. If it cannot, it will then surrender them to creditors to sell. Under either plan, Debtor does not intend to use the Kool Units moving forward. Consequently, they are not necessary to the Debtor's proposed reorganization.

Additionally, the Debtor's Amended Plan is speculative and facially unconfirmable and, therefore, there is no reorganization that is in prospect. Among other things, the Amended Plan violates the absolute priority rule, it is not feasible, it improperly provides a de facto discharge of indebtedness to non-debtors, and it is premised on speculative and inadequate information. Debtor's plan relies on an influx of cash that is unlikely to be provided by investors, particularly in light of the history of its predecessor companies and the investigations associated with these companies. While the Debtor intends, through its Amended Plan, to compensate Cliffton for the Pellet Processing Unit and the Sorting Unit Equipment, given the Debtor's problems in this case, it is highly unlikely that the Amended Plan - or any subsequent plan - will be confirmed. Because the Debtor's confirmation problems in this case are insurmountable, the Cliffton Collateral is not necessary to the Debtor and there is no reorganization that is in prospect.

Because there is no reasonable likelihood that the Debtor can confirm its Amended Plan, the Cliffton Collateral is not necessary to an effective reorganization that is in prospect. Cliffton has established the second prong of §362(d)(2) and stay relief is proper.

C. The Debtor Has Already Agreed To The Immediate Surrender of the Kool Units.

Finally, the Court should grant to Cliffton immediate stay relief with respect to the Kool Units because Debtor has already testified, through Stephen Smith, that it does not oppose such an action. At the Dismissal Hearing, when asked by attorney Swanson whether the Debtor would agree to immediately surrender the Kool Units, Smith responded "absolutely." (*See* Motion to Dismiss Hearing Transcript, p. 168, Ln. 16-19.) ("Q: The plan calls for surrendering the cool units (sic). Are you willing to simply allow the stay to be lifted so they can take them back right now and not have to worry about insuring them? A: Absolutely.") Since the Debtor has already conceded that it will not use the Kool Units in the bankruptcy, and because it had no objection to allowing Cliffton to pursue stay relief in order to enforce its interest in the Kool Units, the Court should grant Cliffton's request for immediately effective stay relief.

III. CONCLUSION.

Based on the foregoing, and based upon the record before the Court, Cliffton respectfully requests that the Court enter an Order:

A. Vacating, terminating, and annulling all applicable stays and injunctions, including the automatic stay of Bankruptcy Code §362, to permit Cliffton to exercise all of its rights and remedies with respect to the Cliffton Collateral; and

B. Granting Cliffton such other and further relief as the Court deems just and proper under the facts and circumstances of this case.

Dated this 18th day of November, 2016.

Brittany S. Ogden

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Execution Version

AMENDED LOAN AND INVESTMENT AGREEMENT

This Amended Loan and Investment Agreement (this "Agreement") is dated as of June 19, 2014, by and among Green Box NA Green Bay, LLC, a Wisconsin limited liability company ("Green Box"), Environmental Advanced Reclamation Technology HQ, LLC, a Wisconsin limited liability company ("EARTH"), Waste Tire Recovery Technology, LLC, a Wisconsin limited liability company ("WTRT"), Cliffton Equities, Inc., a Canadian company ("Lender"), and Ronald H. Van Den Heuvel, a Wisconsin resident ("RVDH").

RECITALS

The parties acknowledge the following:

A. EARTH is the parent company of Green Box. Green Box intends to purchase baled tire and plastic pellet thermal degradation units, more specifically described in the Amended and Restated Security Agreement (the "Equipment") with funds provided by Lender pursuant to this Agreement.

B. Cliffton Equities previously entered into a secured loan to EARTH and Green Box in the aggregate principal amount of $2,000,000 in accordance with the terms of the Original Loan Agreement (as defined below) and a Security Agreement dated September 20, 2012, as amended by a First Amendment to Security Agreement dated October 7, 2013 (as amended, the "Original Security Agreement").

C. EARTH and Green Box have requested Lender to provide additional financing to equal $4,577,944.98 in total (or such other amount as actually funded by Lender). This total consists of (i) all principal and accrued interest currently owed under the Original Loan Agreement, (ii) an amount to reimburse Lender for costs incurred in connection with the Original Loan Agreement and this Agreement, (iii) the interest on outstanding amounts through January 2, 2015, (iv) the amount of $300,000 to be advanced by Lender upon execution hereof, and (v) the amount of up to $1,700,000 to be advanced by Lender upon closing of the Eco Fibre Capitalization, as more specifically described in section 3.1 of this Agreement.

D. Lender has agreed to provide, and EARTH, Green Box, and WTRT (collectively, "Borrowers") have agreed to accept such financing in accordance with the terms hereof.

E. Lender has agreed to make an additional capital investment in Borrowers, and Borrowers have agreed to issue membership units to Lender and to license Lender to purchase and receive EBITDA (as defined below) from operations of the Equipment in Canada.

EXHIBIT A tabbies

AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:

"Amended and Restated Promissory Note" means the note in the principal amount of the Loan, executed by Borrowers and payable to the order of Lender in the form attached hereto as Exhibit "B".

"Assigned Note" means the Subordinated Promissory Note (Note No. 2) dated April 16, 2007 in the original principal amount of $8,000,000, executed by ST Paper, LLC in favor of Oconto Falls Tissue, Inc.

"Amended and Restated Security Agreement" means the security agreement executed by Borrowers, granting Lender a security interest in the Collateral in the form attached hereto as Exhibit "C".

"Collateral" has the meaning given to it in Amended and Restated Security Agreement.

"Default" means any act, event, condition or omission which, with the giving of notice or lapse of time or both, would constitute an Event of Default if uncured or unremedied.

"Eco Fibre Capitalization" means the completion of the transaction by Borrowers, on terms acceptable to Lender, to restart the Eco Fibre, Inc. facility and to provide sufficient working capital to fund operations of such facility.

"Event of Default" has the meaning set forth in section 8.1 of this Agreement.

"Guaranty" means the personal guaranty of RVDH, in a form acceptable to Lender.

"Inventory" means all raw materials, work-in-process and finished goods of Borrowers relating to the use of the Collateral.

"Loan" means the loan described in section 3.1 of this Agreement.

"Loan Documents" means, collectively, this Agreement, the Amended and Restated Promissory Note, the Amended and Restated Security Agreement, the Guaranty, the Note Proceeds Assignment, the certificates representing the Membership Units, the Income Participation Certificate and any other documents and instruments previously executed or delivered or to be executed and delivered by Borrowers or RVDH in connection with the Loan, all as amended, modified and supplemented from time to time.

"Membership Units" means collectively (i) 4,000,000 membership units in EARTH issued to Lender; (ii) 5,000,000 membership units in Green Box issued to Lender; and (iii) 5,000,000 membership units in WTRT issued to Lender.

"Note Proceeds Assignment" means the assignment in form and substance acceptable to Lender by Oconto Falls Tissue, Inc. of its right, title and interest in and to the proceeds of the Assigned Note, including both principal and payment-in-kind interest.

"Operating Agreements" means the operating agreements of Borrowers listed on Exhibit "A" attached hereto.

"Original Loan Agreement" means the Loan and Investment Agreement dated September 20, 2012, among Lender, EARTH, and Green Box.

"Receivables" means all accounts receivable generated by Borrowers from the use of the Equipment or any of the equipment with respect to which Lender has a lien under the Original Security Agreement.

All other capitalized terms not defined in this section have the meanings given them elsewhere in this Agreement.

2. Amendment to and Restatement of the Original Loan Agreement. This Agreement is intended to amend, restate and supersede the Original Loan Agreement.

3. Amount and Terms of Loan.

3.1 Loan Amount. Borrowers agree to borrow from Lender, and Lender agrees to lend to Borrowers the aggregate amount of up to $4,577,944.98, upon the terms and conditions hereof. The Loan will be evidenced by the Amended and Restated Promissory Note. This Loan consists of the original amounts lent on September 20, 2012 pursuant to the Original Loan Agreement (including certain promissory notes issued by EARTH and Green Box in relation thereto), plus the additional amounts referenced in the Loan Analysis attached hereto as Exhibit "D" (the "Additional Loan Proceeds").

3.2 Use of Additional Loan Proceeds. Borrowers will use the Additional Loan Proceeds solely for the purposes of (a) purchasing and installing the Equipment, which shall include the purchase price of such equipment, taxes, shipping, installation, and any accessories or improvements necessary to operate the Equipment at Green Box's facility and working capital to operate the Equipment, and (b) providing funds to complete the Eco Fibre Capitalization, including restarting the Eco Fibre, Inc. facility and providing working capital funds for such facility's operations. The terms of the Equipment purchase agreements shall be subject to Lender's approval.

3.3 Security. As security for the Loan and the Amended and Restated Promissory Note and to guarantee the priority of their payment, (i) Borrowers will execute and deliver the

Amended and Restated Security Agreement in favor of Lender which will provide Lender with a first priority lien on the Equipment, Inventory and Receivables, plus any proceeds of the foregoing, (ii) RVDH will execute and deliver the Guaranty, (iii) RVDH will cause Oconto Falls Tissue, Inc. to execute and deliver the Note Proceeds Assignment, and (iv) RVDH will execute and deliver to Lender an assignment of life insurance proceeds up to the value of the then-current amount due and owing under the Loan Documents acceptable in form and substance to Lender with respect to any life insurance coverages or policies on the life of RVDH; provided that, such assignment of life insurance proceeds will be delivered prior to any disbursement by Lender of the $1,700,000 amount in relation to the Eco Fibre Capitalization and, in no event, later than thirty (30) days from the date hereof. The collateral for the security interest granted by Borrowers in the Amended and Restated Security Agreement will be as described in the Amended and Restated Security Agreement.

4. Representations and Warranties of Borrowers and RVDH.

4.1 Representations and Warranties of Borrowers. In order to induce Lender to make the Loan, Borrowers hereby jointly and severally represent and warrant to Lender, as follows:

4.1.1 Borrowers' Existence and Authority. Each of the Borrowers is a Wisconsin limited liability company duly organized and validly existing in good standing under the laws of the State of Wisconsin. The person or persons executing this Agreement and all Loan Documents on behalf of each Borrower has full power and complete authority to execute this Agreement and all Loan Documents. Each Borrower is authorized or registered to conduct business in each jurisdiction where its business or properties require such authorization.

4.1.2 Business and Location. (i) Green Box is in the business of waste stream reclamation, and its chief executive office is 500 Fortune Ave, De Pere, WI 54115. (ii) WTRT is in the business of producing liquid fuel and syngas from reclaimed tires, and its chief executive office is 2077B Lawrence Drive, De Pere, Wisconsin 54115.

4.1.3 No Conflicts. The execution and delivery to Lender of the Loan Documents, and the performance by Borrowers of their obligations thereunder, are within their power, have been duly authorized by proper action on the part of each of the Borrowers and their members, are not in violation of any existing law, rule or regulation of any governmental agency or authority, any order or decision of any court, the Articles of Organization or Operating Agreements of any of the Borrowers, or the terms of any agreement, restriction or undertaking to which any of the Borrowers or their affiliates are a party or by which any of them are bound, and do not require the approval or consent of any governmental body, agency or authority or any other person or entity. The Loan Documents, when executed and delivered to Lender, will constitute the legal, valid and binding obligations of each Borrower, to the extent each is a party thereto, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or similar laws of general application affecting the enforcement of creditor's rights.

4.1.4 No Litigation. There is no legal or regulatory proceeding or investigation

pending or, to the knowledge of any of the Borrowers, threatened (or any basis therefor) against any of the Borrowers, which, when and however decided, could have a material adverse effect on the condition or business of any of the Borrowers, or their respective ability to perform their obligations under the Loan Documents.

4.1.5 Financial Condition. Borrowers have furnished to Lender current financial statements, which statements were prepared in accordance with generally accepted accounting principles and are correct and complete and accurately and present fairly the financial condition of the Borrowers on and as of the dates thereof. Further, there has been no material adverse change in the business, property or condition of Borrowers since the date of the most recent of such financial statements, and none of the Borrowers is in default under any other indebtedness or material obligation. Each of the Borrowers is solvent, able to pay its debts as they mature, has capital sufficient to carry on its business and has assets the fair market value of which exceeds its liabilities, and none of the Borrowers will be rendered insolvent, undercapitalized or unable to pay maturing debts by the execution or performance of this Agreement, any of the Loan Documents or any related documents or agreements.

4.1.6 Title. Each of the Borrowers has good and marketable title to all of its property (tangible and intangible) including the equipment necessary for the proper and effective operations of such Borrower's business, free from all liens and encumbrances, except those described in writing and acceptable to Lender. Each of the Borrowers will have good and marketable title to the Inventory and the Receivables, as applicable, free from all liens and encumbrances except liens in favor of Lender.

4.1.7 Taxes. Each of the Borrowers has filed all federal, state and local income and other tax returns and other reports required to be filed prior to the date of this Agreement and each of the Borrowers has paid all taxes, withholdings, assessments and other governmental charges that are due and payable prior to the date of this Agreement.

4.1.8 Contingent Liabilities. Except as expressly disclosed in the financial statements previously submitted to Lender, none of the Borrowers has any other contingent liabilities outstanding, including, without limitation, liabilities by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in any debtor or otherwise to assure any creditor against loss.

4.1.9 Projections. Borrowers have provided Lender with the projections with respect to the operations using the Equipment, attached hereto as Exhibit "E" (the "Projections"). The Projections were prepared by Borrowers based on Borrowers' good faith estimate of the financial performance of Borrowers relating to the Equipment based on assumptions that are fair and reasonable in light of current market calculations and facts known to Borrowers.

4.2 Representations and Warranties of RVDH. RVDH hereby represents and warrants to Lender (i) that all Loan Documents to which RVDH is a party have been duly and validly executed and delivered by RVDH, (ii) that RVDH's execution and delivery of any Loan

Documents to which he is a party do not violate, conflict with or result in a default under any law, rule or regulation, any court order or any agreement, document or instrument to which RVDH is a party or subject, and (iii) that the Loan Documents to which RVDH is a party are enforceable against RVDH in accordance with their terms.

5. Conditions Precedent to Advances. Lender's commitment to advance any of the proceeds of the Loan shall be subject to the prior fulfillment by Borrowers of the following conditions:

5.1 Loan Documents and other Deliveries. Borrowers and RVDH shall have executed and delivered to Lender the following documents:

(a) the Amended and Restated Promissory Note in the form attached as Exhibit "B";

(b) this Agreement;

(c) the Amended and Restated Security Agreement in the form attached as Exhibit "C";

(d) UCC Financing Statements in a form acceptable to Lender;

(e) evidence of all insurance policies required by this Agreement or any other Loan Document, accompanied by evidence of payment of the premiums therefor;

(f) copies of each Borrower's articles of organization, the Operating Agreements, certificates of good standing from each Borrower, and the resolutions of such Borrower authorizing the Loan as described in this Agreement, certified by the Secretary of each Borrower as being true, accurate and complete;

(g) an opinion of counsel to the Borrowers regarding such matters as required by Lender, in form and content acceptable to Lender;

(h) any and all documents requested by Lender with respect to the Operating Agreements in order to confirm Lender's rights as a "Member" thereunder, preserve Lender's rights to transfer the Membership Units and allow Lender to participate in any sale of Borrowers on a pro rata basis with all other members of Borrowers;

(i) the Note Proceeds Assignment and the Guaranty and any other documents necessary to effectuate the collateral assignments to Lender described in section 3.3 above; and

(j) such other documents required by Lender.

5.2 Membership Units and Income Participation Certificate. In addition, Borrowers shall also deliver to Lender certificates representing all Membership Units described herein, in form and substance acceptable to Lender, and WTRT will deliver the Income Participation Certificate, in form and substance acceptable to Lender.

6. Affirmative Covenants. Each of the Borrowers jointly and severally covenants and agrees that, as long as the Loan remains outstanding, the Borrowers shall:

6.1 Notice of Adverse Events. Promptly notify Lender in writing of any Event of Default or institution of any litigation, administrative proceeding or lien filed by governmental authorities or other proceeding or occurrence which may have a material adverse effect on any of the Borrowers' businesses, properties or financial condition.

6.2 Existence and Identity. Maintain and keep in full force and effect such Borrower's existence under the laws of the state of its organization, continue its business as currently conducted, maintain and protect all franchises and trade names, and preserve the remainder of its property used or useful in its business in good condition and repair. None of the Borrowers shall change the legal format under which it was organized nor sell all or substantially all of its property or merge, consolidate or combine such Borrower's business, in whole or in part, with any other person without the prior written consent of Lender. Each Borrower shall give Lender prompt written notice of any change in location of its chief executive office or any other place of business.

6.3 Insurance. Maintain and keep in effect at all times insurance coverages required by the Loan Documents.

6.4 Taxes. Promptly pay all taxes, withholdings, levies and assessments due to all local, state and federal agencies, and, if requested by Lender, submit to Lender copies of any and all federal or state or local tax returns evidencing the computation and the payment of such taxes.

6.5 Inspection. On an annual basis, permit Lender to have the Collateral inspected with the assistance and counsel of a third party inspection company of Lender's choosing in order to allow Lender to review Borrowers' maintenance of the Collateral. Such inspection shall be made after written notice provided by Lender to Borrowers with not less than five (5) business days' advance written notice. In the event such inspection discloses that maintenance work of the Collateral is necessary, then Borrowers shall have thirty (30) days after written notice from Lender to complete such work; provided that the deadline to complete such work may be extended by Borrowers for an additional sixty (60) days upon Lender's review of the proposed work and Lender's written agreement that such work cannot reasonably be completed within the initial thirty (30) day period; and provided further that Borrowers commence such work in the initial thirty (30) day period and prosecute such work with diligence until completion within the additional sixty (60) day period.

6.6 Compliance with Laws. Timely comply with all applicable local, state and federal ordinances, statutes, laws or regulations, including but not limited to environmental laws, failure to comply with which may have a material adverse effect on the financial condition or business operations of Borrowers.

6.7 Other Information. Promptly furnish to Lender such other information, documents or certificates regarding the operations, business affairs and financial condition of

Borrowers as Lender may reasonably request from time to time and permit Lender, its employees, attorneys and agents to inspect, confirm and copy all of the books, records and properties of Borrowers at any reasonable time.

7. Negative Covenants. Each of the Borrowers jointly and severally covenants and agrees that, as long as the Loan remains outstanding, such Borrower shall not, without first obtaining Lender's prior written approval:

7.1 Transfer Collateral. Sell, lease, transfer, assign or otherwise dispose of any of the Collateral.

7.2 Dividends. Change its capital structure or declare dividends, make capital distributions or redeem capital stock in any fiscal year in an amount that would cause the Borrowers to breach the terms hereof or make any distributions in the form of dividends, capital distributions or redemptions at a time when there is a monetary default under the Amended and Restated Promissory Note.

7.3 Ownership. Transfer, suffer or permit a change in control of such Borrower, or its businesses.

7.4 Issuance of Additional Membership Interests of EARTH, Green Box or WTRT. Issue any additional membership interest in EARTH, Green Box or WTRT without (i) providing Lender with prior notice thereof and (ii) issuing additional membership interests to Lender in accordance with section 9.1.5.

8. Default.

8.1 Events of Default. The occurrence of any one of the following events shall constitute an "Event of Default" under this Agreement and, notwithstanding the terms of the Amended and Restated Promissory Note or the Amended and Restated Security Agreement, shall be an Event of Default under the terms of any such note or security agreement:

8.1.1 Monetary. Failure by Borrowers to fully pay any amount owing on the Loan within thirty (30) calendar days of when due, whether by maturity, acceleration or otherwise; provided that Lender has given written notice of such failure.

8.1.2 Breach. Any failure by Borrowers or RVDH to comply with, or any breach by any of the Borrowers of, any of the terms, provisions, warranties or covenants of this Agreement or any other agreement or commitment among Borrowers and Lender, including any of the Loan Documents, or any failure of Oconto Falls Tissue, Inc. to comply with, or any breach by Oconto Falls Tissue, Inc. of, the terms, provisions, warranties or covenants of the Note Proceeds Assignment.

8.1.3 Foreclosure. The institution of remedial proceedings or other exercise of rights and remedies by the holder of any security interest against any of the Collateral.

8.1.4 Insolvency. The insolvency of any of the Borrowers or RVDH or the admission in writing of any of the Borrower's or RVDH's inability to pay debts as they mature.

8.1.5 Misstatement. Any statement, representation or information made or furnished by or on behalf of Borrowers or RVDH to Lender in connection with, or to induce Lender to make, the Loan shall prove to be false or materially misleading when made or furnished.

8.1.6 Involuntary Bankruptcy. Institution of involuntary bankruptcy, reorganization, arrangement, insolvency or other similar proceedings against any of the Borrowers, RVDH or Oconto Falls Tissue, Inc.; or the appointment of a receiver, custodian or trustee for any of the Borrowers, RVDH or Oconto Falls Tissue, Inc. or any substantial portion of any of the Borrower's, RVDH's or Oconto Falls Tissue, Inc.'s assets if not dismissed within sixty (60) days of filing.

8.1.7 Voluntary Bankruptcy. Institution of voluntary bankruptcy, reorganization, arrangement, insolvency or other similar proceedings by any of the Borrowers, RVDH or Oconto Falls Tissue, Inc.; or if any of the Borrowers, RVDH or Oconto Falls Tissue, Inc. shall consent to the appointment of a receiver, custodian or trustee for such Borrower, RVDH or Oconto Falls Tissue, Inc. or any substantial portion of any of their assets.

8.1.8 Casualty Loss or Judgment. Any loss, theft, substantial damage or destruction to the Collateral, unless insured as required by this Agreement or other document; or the entry of any judgment against any of the Borrowers; or the issuance or filing of any attachment, levy, garnishment or the commencement of any related proceeding or judicial process upon or in respect to any of the Borrowers or the Collateral unless such action is stayed by payment or an appropriate court order within sixty (60) days after filing.

8.2 Remedies Upon Default.

8.2.1 General. Lender shall have the right to apply any or all of the Collateral against the Loan and shall have the right to enforce the Note Proceeds Assignment and the Guaranty at any time after an Event of Default. Lender shall have all the rights and remedies provided by law or equity or by agreement of the parties, including, without limit, all of the rights and remedies of a secured party under the Wisconsin Uniform Commercial Code. The remedies of Lender are cumulative and not exclusive. No delay, waiver or failure on the part of Lender to demand strict adherence to the terms of this Agreement or any related document shall be deemed to constitute a course of conduct or waiver inconsistent with the rights herein.

8.2.2 Application of Proceeds. Any proceeds received by Lender from the exercise of its remedies shall be applied as follows:

i) First, to pay all costs and expenses incidental to the leasing, foreclosure, sale or other disposition of the Collateral;

ii) Second, to all sums expended by Lender in carrying out any term,

covenant or agreement under this Agreement or any related document;

iii) Third, to the payment of the Loan; provided that if the proceeds are insufficient to fully pay the Loan, then application shall be made first to late charges and interest accrued and unpaid, then to any applicable prepayment premiums, other charges and expenses, and then to the outstanding principal balance; and

iv) Fourth, any surplus remaining shall be paid to Borrowers or RVDH or to any other lawfully entitled party.

9. Investment.

9.1 Terms of Investment. Borrowers hereby jointly and severally make the following additional covenants and agreements, which such covenants and agreements will remain in full force and effect notwithstanding the repayment of the Loan.

9.1.1 Conversion Option. At any time, Lender will have the right to convert any or all amounts outstanding under the Loan to additional membership units in Green Box. Such conversion will initially be at a rate of one membership unit for each $1.00 of Loan amount converted, but will be subject to reduction in the event Green Box issues additional membership interests after the date hereof at less than $1.00 per membership unit. In such event, the conversation rate will be adjusted to such lower price at which such membership units in Green Box are issued.

9.1.2 Profit Sharing. Lender shall receive one-half of the net income generated from the first four (4) tire or pellet liquefaction thermal degradation units ("LPPUs") installed in the United States after the date of this Agreement. The four (4) units shall be owned jointly by Green Box and Lender, and net income related to the use thereof (which the parties agree is the revenue generated through the use of such units, less the costs associated with their operation) shall be split equally between Green Box and Lender.

9.1.3 Option to Purchase additional LPPUs. Lender is hereby given the right to purchase up to ten (10) LPPUs at a cost equal to the cost at which such units are sold by Kool Manufacturing Company for use at a Green Box location in Canada with not more than two (2) LPPUs at any one (1) location in Canada. Lender shall be entitled to a fifty percent (50%) share of EBITDA generated from any such units pursuant to the terms of a licensing technology agreement whereby Borrowers license Lender's use of the technology for any such purchased units in Canada. For purposes hereof, "EBITDA" means earnings before interest, taxes, depreciation and amortization. The terms of such licensing agreement will be set forth in a separate document to be reviewed and approved by Lender. Nothing in this Agreement will prevent Lender from purchasing other LPPUs, or any other piece of equipment from any third party for use at any other location, provided any such other equipment does not infringe the technology owned by Borrowers.

9.1.4 Calculation of Net Income and EBITDA. For purposes hereof, the net

income and EBITDA referenced under sections 9.1.2 and 9.1.3 of this Agreement, respectively, will be paid to Lender on an annual basis and determined by Borrowers' independent accountants using generally accepted accounting principles consistently applied. Borrowers will provide such calculations to Lender within thirty (30) days of the end of the applicable calendar year, together with the payment of Lender's share of net income or EBITDA due hereunder as a result thereof. Lender will have the right to review each such calculation and Borrowers' books and records in order to verify such calculations. If Lender objects to any such calculation, it will have the right to select an independent accounting firm to make such calculations.

9.1.5 No Dilution. Subject to the terms and conditions of the Operating Agreements, the Membership Units shall not be subject to dilution.

9.1.6 Income Participation Certificate. WTRT shall provide Lender with an income participation certificate ("Income Participation Certificate") in the form attached as Exhibit "F" attached hereto.

9.2 Representations and Warranties of Borrowers as to the Investment. To induce Lender to make the investment referred to in this Agreement, each of the Borrowers jointly and severally represents and warrants to Lender, which such representations and warranties shall survive the repayment of the Loan, that the Membership Units will, upon issuance, (i) be fully paid and non-assessable; (ii) represent an aggregate of four percent (4%) of the membership interests in EARTH, an aggregate of five percent (5%) of the membership interests in Green Box and an aggregate of five percent (5%) of the membership interests in WTRT; (iii) be free and clear of any and all liens, claims, charges, encumbrances, options, rights of refusal, voting proxies or other voting agreements whatsoever, except as set forth in the Operating Agreements; and (iv) entitle Lender to all rights and benefits as a member in Borrowers under each of the Operating Agreements. EARTH, Green Box and WTRT each has the full, unqualified and exclusive right, power and authority to sell, issue, assign, transfer and deliver their respective Membership Units to Lender pursuant to the terms of this Agreement.

Accordingly, if any of the Borrowers issues additional membership interests subsequent to the date hereof ("New Membership Interests"), such Borrower shall cause additional membership units to be issued to Lender, at no additional cost to Lender, in an amount sufficient so that Lender will have the same membership percentage in such Borrower after the issuance of the New Membership Interests as it does prior to the issuance of the New Membership Interests.

9.3 Representations and Warranties of Lender as to the Investment. Lender hereby represents and warrants to Borrowers with respect to its receipt of the Membership Units as follows:

9.3.1 Experience. It has substantial experience in evaluating and investing in private placement transactions of securities so that it is capable of evaluating the merits and risks of its investment in Borrowers. Lender has been represented by independent legal counsel in this transaction. Lender has had, prior to the issuance of the Membership Units, the opportunity to ask questions of, and receive answers from, EARTH, Green Box, and WTRT concerning the terms and conditions of the offering and their business, management and financial affairs, and to

obtain additional information necessary to verify the accuracy of any information furnished to Lender or to which Lender had access. Lender is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act").

9.3.2 Investment. It is acquiring the Membership Units for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof. It understands that the Membership Units have not been, and will not be, registered under the Securities Act or any applicable state securities laws by reason of a specific exemption from the registration provisions of the Securities Act and such state securities laws, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the its representations as expressed herein.

9.3.3 Rule 144. It acknowledges that the Membership Units must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from such registration is available. It is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of interests purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the existence of a public market for the interests, the availability of certain current public information about Borrowers, the resale occurring not less than one (1) year after a party has purchased and paid for the security to be sold, the sale being effected through a "broker's transaction" or in transactions directly with a "market maker" and the number of Membership Units being sold during any three-month period not exceeding specified limitations.

9.3.4 No Public Market. It understands that no public market now exists for any of the securities issued by EARTH, Green Box or WTRT and that none of such parties has made any assurances that a public market will ever exist for such securities.

9.3.5 Authorization. The execution and delivery of this Agreement, and each of the other agreements to be delivered by the Lender pursuant to this Agreement, have been authorized by all necessary partnership action of the Lender, do not conflict with or result in a breach of any of Lender's organizing or governing documents or any agreement to which Lender is a party or is subject, or any law, judgment, order, writ, injunction, decree, rule or regulation of any court or administrative agency. This Agreement, when executed and delivered by Lender, will constitute a valid and legally binding obligation of Lender, enforceable in accordance with its terms.

9.3.6 Brokers or Finders. Lender has not incurred, and will not incur, directly or indirectly, as a result of any action taken by Lender, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

9.3.7 Operating Agreement. Concurrent with issuance of the Membership Units, Lender shall execute a counterpart to each of the Operating Agreements.

10. Miscellaneous.

10.1 Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Wisconsin (excluding its conflict of law provisions).

10.2 Survival. The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby.

10.3 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the successors, assigns, heirs, executors and administrators of the parties hereto. Notwithstanding the foregoing, none of the parties may assign its rights under this Agreement without the express written consent of the other parties.

10.4 Entire Agreement. This Agreement and the other documents delivered pursuant hereto at the closing constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

10.5 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default under this Agreement, shall impair any such right, power or remedy of a party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or a waiver of or acquiescence in any similar breach or default thereafter occurring; nor shall any wavier of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of a party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

10.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

10.7 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

10.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.9 Currency. All matters contemplated under this Agreement shall be transacted in U.S. Dollars.

[Signature page follows]

BORROWERS:

ENVIRONMENTAL ADVANCED RECLAMATION TECHNOLOGY HQ, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Title: Chairman

GREEN BOX NA, GREEN BAY, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Its: Chairman

WASTE TIRE RECOVERY TECHNOLOGY, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Its: Chairman

LENDER:

CLIFFTON EQUITIES, INC.

By: _____
Name: _____
Its: _____

RVDH:

_____
Ronald H. Van Den Heuvel

BORROWERS:

ENVIRONMENTAL ADVANCED RECLAMATION TECHNOLOGY HQ, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Title:

GREEN BOX NA, GREEN BAY, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Its: _____

WASTE TIRE RECOVERY TECHNOLOGY, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Its: _____

LENDER:

CLIFFTON EQUITIES, INC.

By: _____
Name: JOANNE PELUSO
Its: SECRETARY

RVDH:

_____
Ronald H. Van Den Heuvel

Execution Version

EXHIBIT "A"

OPERATING AGREEMENTS

1. Third Amended and Restated Operating Agreement of Environmental Advanced Reclamation Technology HQ, LLC, dated as of January 1, 2014.

2. Second Amended and Restated Operating Agreement of Green Box NA Green Bay, LLC, dated as of January 1, 2014.

3. Amended and Restated Operating Agreement of Waste Tire Recovery Technology, LLC, dated as of June 4, 2013.

Execution Version

EXHIBIT "B"

AMENDED AND RESTATED PROMISSORY NOTE

$4,577,944.98

June 19, 2014
De Pere, Wisconsin

This Amended And Restated Promissory Note ("Note") amends, restates and supersedes (i) the Promissory Note executed by Environmental Advanced Reclamation Technology HQ, LLC and Green Box NA Green Bay, LLC on September 20, 2012 in the original principal amount of $1,000,000.00, and (ii) the Promissory Note executed by Environmental Advanced Reclamation Technology HQ, LLC and Green Box NA Green Bay, LLC on September 20, 2012 in the original principal amount of $1,000,000.00, (together, the "Prior Notes"), and evidences a continuation, extension and renewal of the indebtedness evidenced by the Prior Notes. The Borrowers hereby acknowledge and agree that such indebtedness has not been repaid or extinguished and that the execution hereof does not constitute a novation of the Prior Notes. Moreover, this Note shall be entitled to all security and collateral to which the Prior Notes were entitled, without change or diminution in the priority of any lien or security interest granted to secure the Prior Notes.

This Note is made as of the 19th day of June, 2014, by Environmental Advanced Reclamation Technology HQ, LLC, a Wisconsin limited liability company ("EARTH"), Green Box NA Green Bay, LLC, a Wisconsin limited liability company ("Green Box"), and Waste Tire Recovery Technology, LLC, a Wisconsin limited liability company ("WTRT") in favor of Cliffton Equities, Inc., a Canadian corporation ("Lender"). Each of EARTH, Green Box, and WTRT are herein individually referred to as a "Borrower", and collectively as the "Borrowers." This Note is the Amended and Restated Promissory Note referred to in the Amended Loan and Investment Agreement of even date herewith (the "Amended Loan Agreement") by and among the Borrowers, the Lender and Ronald H. Van Den Heuvel, pursuant to which Lender has agreed to make certain loans and investments in and to the Borrowers. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Amended Loan Agreement.

WHEREAS, Lender has previously made or has agreed to make loans to or for the benefit of the Borrowers in an aggregate principal amount up to $4,577,944.98 or such other amount as may actually be lent by Lender (which sum consists of (i) all principal and accrued interest currently owed under the Original Loan Agreement, (ii) an amount to reimburse Lender for costs incurred in connection with the Original Loan Agreement and the Amended Loan Agreement, (iii) six (6) months of prepaid interest on outstanding amounts through January 2, 2015, (iv) the amount of $300,000 to be advanced by Lender upon execution of this Note and the Amended Loan Agreement, and (v) an amount up to $1,700,000 to be advanced by Lender upon closing of the Eco Fibre Capitalization).

WHEREAS, each of the Borrowers is related, directly or indirectly, to each of the other Borrowers, such that each of the Borrowers is benefitted not only by loans made directly to it, but also by any loans made to another Borrower.

WHEREAS, this Note is made by the Borrowers to evidence their obligations to repay the Loan referred to in the Amended Loan Agreement.

NOW, THEREFORE, for good and valuable consideration having been received, EARTH, Green Box, and WTRT hereby jointly and severally promise to pay to the order of Lender, at its principal office located at 7200 Rue Hutchison, Suite 100, Montreal, Quebec H3N 1Z2 or such other place or places as Lender from time to time may designate in writing, an amount up to the principal sum of Four Million, Five Hundred Seventy-Seven Thousand, Nine Hundred Forty-Four Dollars and 98/100 Cents ($4,577,944.98) or such other amount as may actually be lent by Lender, together with all accrued an unpaid interest thereon on the principal amount outstanding, in accordance with the terms of this Note.

1. Principal. The principal amount at any time outstanding under this Note shall be the sum (to the extent still outstanding) of the following: (i) all principal and accrued interest owing under the Original Loan Agreement, (ii) an amount to reimburse the Lender for costs incurred in connection with the Original Loan Agreement and the Amended Loan Agreement, (iii) six (6) months of prepaid interest on outstanding amounts through January 2, 2015 as described in Section 2(c) below, (iv) the amount of $300,000 to be advanced by Lender upon execution and delivery of this Note and the Amended Loan Agreement, and (v) an amount up to $1,700,000 to be advanced by Lender upon closing of the Eco Fibre Capitalization).

2. Interest Rate and Payments. The term of this Note shall be eighteen (18) months, with all unpaid principal and interest due and payable on December 30, 2015 (the "Maturity Date"). All payments of principal and accrued interest shall be made in lawful currency of the United States of America as follows:

(a) The unpaid principal amount of this Note shall bear interest at a fixed rate of twelve percent (12.00%) per annum (the "Interest Rate"). All computations of interest shall be made on the basis of a 360-day year for the actual number of days elapsed. In the event that the interest rate contemplated hereunder would exceed the maximum rate permitted by applicable law, then the interest rate due hereunder shall be deemed reduced to the maximum rate permitted by such applicable law. If at any time and for any reason whatsoever, the interest rate payable hereunder shall exceed the maximum rate of interest permitted to be charged by the Lender to the Borrowers under applicable law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable law, with any excess interest collected being applied against principal.

(b) Commencing on January 1, 2015, and continuing on the first day of each calendar month thereafter until the Maturity Date, the Borrowers shall make regular monthly payments of (i) principal in the amount of Two Hundred Thousand U.S. Dollars ($200,000.00) and (ii) accrued but unpaid interest at the Interest Rate.

(c) Concurrent with the execution and delivery of this Note, the Borrowers shall be required to prepay in advance a sum equal to the first six (6) months of projected interest on the Loan, which such amount shall be capitalized and added to the amount outstanding under the Loan as of the date the Note is executed and delivered.

(d) Notwithstanding the foregoing, the Borrowers shall pay to the Lender all outstanding principal, accrued interest, and all other amounts owed hereunder upon the earliest to occur of the following: (i) the Maturity Date, or (ii) the acceleration of the amounts owing under this Note due to an Event of Default (as defined below). Subject to Section 2(d), all payments made hereunder shall be applied first to accrued and unpaid interest and the balance, if any, to principal.

(e) If the due date for any payment under this Note falls on a Saturday, Sunday, or legal holiday, then such due date shall be extended to the next business day.

3. Prepayment.

(a) *Mandatory*. Upon receipt of (i) the proceeds of any bond offering undertaken by a Borrower, (ii) the proceeds of any additional capital contribution to, or investment in, a Borrower made by any third party investor in excess of One Hundred Thousand U.S. Dollars ($100,000), (iii) full or partial repayment under the Assigned Note, (iv) the proceeds from any government grant or licensing fee paid to any Borrower, or (v) the proceeds of any life insurance policy with respect to Ronald H. Van Den Heuvel, the Borrowers shall make a payment of principal to Lender equal to one hundred percent (100%) of the amount of such funds. The Borrowers shall make such payment within ten (10) days of the Borrowers' receipt of such funds. For purposes of this Note, the term "Assigned Note" shall mean Subordinated Promissory Note (Note No. 2) dated April 16, 2007 in the original principal amount of $8,000,000, executed by ST Paper, LLC in favor of Oconto Falls Tissue, Inc.

(b) *Voluntary*. The Borrowers may make prepayments, in whole or in part, at any time prior to the Maturity Date; provided that the minimum amount of interest payable in connection with any such voluntary prepayment shall be six (6) months of interest at the Interest Rate.

4. Acceleration on Default; Waivers. If any payment due under this Note is not paid when due or if the Borrowers otherwise default under the terms of this Note or if there is an Event of Default under the Amended Loan Agreement (each referred to herein as a "Default"), then, at the election of Lender and without any further notice to the Borrowers, all indebtedness evidenced by this Note, together with all other monies owing hereunder to Lender, will at once be due and payable in full and Lender may proceed to exercise any rights and remedies available to Lender against any or all of the Borrowers or any other party or with respect to this Note which Lender may have at law, in equity or otherwise. The acceptance by Lender of any payment, partial or otherwise, made hereunder after the time when it becomes due as herein set forth will not establish a custom or constitute a waiver by Lender of any right to enforce prompt payment thereof or a waiver of any other Default or the same Default on another occasion. PRESENTMENT FOR PAYMENT, PROTEST AND NOTICE OF NON-PAYMENT AND NOTICE OF PROTEST HEREBY ARE WAIVED BY THE BORROWERS AND EVERY ENDORSER AND/OR GUARANTOR HEREOF.

5. Default Rate of Interest. If any amounts payable to the Lender hereunder are not paid when due, then, from the due date for payment of such amounts until such amounts are paid in full, the principal balance hereof shall bear interest at the Default Rate. As used herein, the "Default Rate" means a per annum rate of interest equal to 18%, or, if such rate exceeds the maximum rate of interest permitted under applicable law, the maximum rate of interest permitted to be charged under applicable law.

6. Fees and Expenses. If Lender employs counsel to attempt to collect any amounts under this Note or to enforce Lender's rights or remedies hereunder then, in any such event, all of the reasonable attorneys' fees and expenses arising from such services, and all expenses, costs and charges relating thereto, shall be an additional liability owing hereunder by the Borrowers to Lender, payable on demand and bearing interest at the Default Rate, from the date of demand until paid in full to Lender.

7. Continued Liability. The remedies of Lender hereunder shall be cumulative and may be pursued singularly, successively or together at the sole discretion of Lender and may be exercised as often as occasion thereof shall arise. It is agreed that the granting to any Borrower or any other party of an extension or extensions of time for the payment of any sum or sums due under this Note or for the performance of any term, provision, covenant or agreement of this Note, or the taking or releasing of security or collateral for the payment of this Note or the exercising or failure to exercise of any right or power under this Note, shall not in any way release or affect the liability of any Borrower evidenced by this Note. Lender may pursue any rights and remedies hereunder against any one or more of the Borrowers without having to pursue such rights and remedies against all of the Borrowers. Lender shall not be required to pursue any rights or remedies with respect to any collateral given as security for this Note as a condition or requirement for pursuing any rights or remedies against any Borrower.

8. Amendments and Modifications. This Note may not be amended or modified, nor shall any revision hereof be effective, except by an instrument in writing expressing such intention executed by Lender and the Borrowers.

9. Choice of Law; Severability; Time of the Essence; Other Agreements. This Note shall be governed by the laws (without giving effect to the conflicts of laws principles thereof) of the State of Wisconsin. Wherever possible each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Time is of the essence of this Note. The loan evidenced by this Note constitutes a business loan within the purview of the Wisconsin Statutes.

10. Notices. Every provision for notice, demand or request required in this Note or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on or sent by nationally recognized overnight courier or mailed to the party entitled thereto or on or to its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, addressed to such party at its address set forth below or to such other address as either party shall direct by like written notice and shall be deemed to have been made on the third (3rd) day after mailing. If sent by recognized overnight courier, such notice, demand or request shall be deemed to have been made on the first (1st) business day after delivery to the courier. For purposes hereof, notices, demands and requests shall be sent to the Borrowers and the Lender as follows:

To each Borrower:

c/o Ronald H. Van Den Heuvel
2077-B Lawrence Dr.
DePere, WI 54115

To the Lender:

c/o Joanne Peluso / Hyman Beraznik
7200 Rue Hutchison
Suite 100
Montreal, Quebec, Canada H3N 1Z2

or at such place or to such other person as any party may by notice in writing designate in the manner described above as a place for the service of notice.

11. Waiver of Jury Trial. EACH BORROWER BY ITS EXECUTION HEREOF WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE. THIS WAIVER OF RIGHT TO JURY TRIAL IS KNOWINGLY AND VOLUNTARILY GIVEN AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

12. Consent to Jurisdiction. EACH BORROWER HEREBY SUBMITS TO THE JURISDICTION OF ANY WISCONSIN STATE COURT SITTING IN GREEN BAY, WISCONSIN OR ANY FEDERAL COURT IN BROWN COUNTY, WISCONSIN FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH BORROWER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH SUCH BORROWER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SAID COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

13. Interpretation. The headings of paragraphs in this Note are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. Each Borrower specifically acknowledges that such Borrower has had the opportunity to review this Note with such Borrower's legal counsel and after said review understands the legal meaning and legal consequences of the provisions contained herein.

14. Binding Effect. Wherever the term "Borrower" is used in this Note, the term shall include (unless otherwise expressly indicated) each Borrower's successors and assigns, as the case may be. This Note shall be binding upon each Borrower and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

15. Security. This Note is secured by (a) an Amended and Restated Security Agreement dated of even date herewith, which amends, restates and supersedes that certain Security Agreement dated September 20, 2012, as amended by a First Amendment to Security Agreement dated October 7, 2013, and any and all associated UCC filings, (b) a Note Proceeds Assignment that is being delivered pursuant to the Amended Loan Agreement, (c) a Personal Guarantee provided on even date herewith by Ronald H. Van Den Heuvel, and (d) an assignment of life insurance proceeds to be made by Ronald H. Van Den Heuvel acceptable in form and substance to Lender with respect to any life insurance

coverages or policies on the life of Mr. Van Den Heuvel, all of which are being delivered pursuant to the Amended Loan Agreement.

16. Joint and Several Liability. Each Borrower agrees that it will be jointly and severally liable for all obligations of the Borrowers under this Note.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Note to be executed as of the day and year first above written

BORROWERS.

ENVIRONMENTAL ADVANCED RECLAMATION TECHNOLOGY HQ, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Title: Chairman

GREEN BOX NA, GREEN BAY, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Its: Chairman

WASTE TIRE RECOVERY TECHNOLOGY, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Its: Chairman

Execution Version

EXHIBIT "C"

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement"), dated June 19, 2014, is made by Environmental Advanced Reclamation Technology HQ, LLC ("EARTH"), Green Box NA Green Bay, LLC, and Waste Tire Recovery Technology, LLC (collectively, "Grantor"), in favor of Cliffton Equities Inc., a Canadian company ("Secured Party").

Secured Party and Grantor agree that the Security Agreement by and among EARTH, Green Box and the Secured Party dated September 20, 2012 as amended by a First Amendment to Security Agreement dated October 7, 2013 (as amended, the "Original Security Agreement") is hereby amended by deleting all the terms and provisions therein and placing in lieu thereof the terms and provisions contained in this Amended and Restated Security Agreement, it being expressly understood that all references to the "Security Agreement," the "Original Security Agreement," or such similar term in all documents, instruments and other contracts shall hereafter refer to this Amended and Restated Security Agreement; it being expressly understood, however, that any Liens granted by EARTH and Green Box pursuant to the Original Security Agreement shall not hereby be in any way released or impaired.

RECITALS

WHEREAS, Grantor and Secured Party have entered into a certain Amended Loan and Investment Agreement of even date herewith (the "Amended Loan Agreement") pursuant to which Secured Party is making the Loan (as defined therein) (the "Loan") for the purposes described in the Amended Loan Agreement;

WHEREAS, the Amended Loan Agreement provides that Grantor shall execute an Amended and Restated Security Agreement to secure repayment of the Loan;

NOW, THEREFORE, in consideration of the premises and the agreements herein contained and other good and valuable consideration, Grantor hereby agrees with Secured Party, for the benefit of Secured Party, as follows:

1. Definitions. The following terms shall have the respective meanings provided for in the Uniform Commercial Code as in effect from time to time in the State of Wisconsin (the "UCC"): "Cash Proceeds", "Noncash Proceeds", and "Proceeds".

2. Grant of Security Interest. As collateral security for the Loan, Grantor hereby pledges and assigns to Secured Party, and grants to Secured Party, a continuing security interest and purchase money security interest in and to all of the following (collectively, the "Collateral"):

(i) Any tire or pellet liquefaction thermal degradation units purchased from Kool Manufacturing Company using Loan proceeds, together with all parts and accessories hereafter acquired or received by Grantor and including all Proceeds of the foregoing;

(ii) the pellet processing unit (Serial # RPS91GB001WI12), together with all parts and accessories hereafter acquired or received by Grantor including all related piping and fabrication equipment and all Proceeds of the foregoing;

(iii) the sorting unit equipment including the following: Mayfran Conveyor 9853016, Action Tapor Slot 1576, Eriez Suspended Magnet 57551, Eriez Eddie Current 57552, Air Classifier 00487-62, Thrash Exit Conveyor 4732-00, 60" Glass Sort Conveyor N/A, Lights Sort Belt S-36 4200, 19" Fines Belt N/A, 24" Trough Belt N/A, 36" Trough Belt N/A, 24" Trough Belt N/A, 5 Bunker Door Winches Dalton, Bunker Walls, Bins, Perforated Screen, (3) w/stand, Aluminum Can Blower 4532-99, Ferrous Exit Conveyor T-24 4200, REM Fiber Infeed L-60 4200, REM Transition Belt 1-36 4200, Control Panel, Electric Misc: Supports, Structure, Doors, Catwalks, Handrails, Chutes, Floor Plates, Ladders and Guards that are part of the co-mingled system;

(iv) all raw materials, work-in-process and finished goods of Grantor relating to the use of the Collateral;

(v) all accounts receivable generated by Grantor from the use of the Collateral; and

(vi) any proceeds of the foregoing.

3. Security for Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the Loan.

4. Additional Provisions Concerning the Collateral.

a. Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to the Collateral. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

b. Until the Loan has been paid in full, Grantor shall (i) not sell, exchange, assign, or otherwise transfer any right, title or interest or mortgage, pledge, hypothecate or grant a security interest in, any of the Collateral without the prior written consent of Secured Party, (ii) not move any item of Collateral from its current location without the prior written consent of Secured Party, (iii) pay, when due, all taxes, assessment and license fees relating to the Collateral, (iv) keep the Collateral, at Grantor's expense, in good condition and available for inspection by Secured Party at all reasonable times, and (v) maintain insurance with such carriers and in such amounts as may be reasonably satisfactory to Secured Party, insuring the Collateral against loss by theft, fire and other casualties, the policies to name Secured Party as loss payee and be non-cancellable except upon at least ten (10) days' written notice to Secured Party. Certificates of such insurance payable to the respective parties as their interest may appear, shall be deposited with Secured Party who is authorized, but under no duty, at Grantor's expense, to obtain insurance upon failure of Grantor to do so. Grantor shall give immediate written notice to Secured Party and to insurers of loss or damage to the Collateral and shall promptly file proofs of loss with insurers.

5. Event of Default. The following shall constitute an Event of Default under this Agreement: (i) Grantor's failure to make any payment when due or to perform any of its duties or obligations under the Amended and Restated Promissory Note or the Amended Loan Agreement; (ii) the occurrence of any Event of Default under the Amended Loan Agreement; (iii) Grantor permitting the Collateral becoming the subject to a levy of execution or other judicial process; or (iv) any reduction in the value of the Collateral or any action or failure to act on the part of Grantor which diminishes the prospect of full performance or satisfaction of Grantor's obligations hereunder or under the Amended Loan Agreement.

6. Duties of Secured Party. In Secured Party's discretion, if Grantor fails to do so, Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. Grantor agrees to reimburse Secured Party on demand for all expenditures so made. Secured Party shall have no obligation to Grantor to make any such expenditures, nor shall the making thereof be construed as a waiver or cure any default or Event of Default. Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under § 9-207 of the Uniform Commercial Code as adopted by the State of Wisconsin or otherwise, shall be to deal with such Collateral in the same manner as Secured Party deals with similar property for its own account.

7. Power of Attorney. Grantor hereby irrevocably constitutes and appoints Secured Party and any other agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Grantor or in Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Grantor without notice to or assent by Grantor , to do the following:

a. Upon the occurrence and during the continuance of an Event of Default, (i) transferring title to the Collateral into Secured Party's name or into the name of its nominee or nominees and otherwise act with respect thereto as though it were the outright owner thereof, (ii) selling the Collateral or any part thereof at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable (iii) at Grantor's expense, at any time, or from time to time, performing all acts and things which Secured Party deems necessary or useful to protect, preserve or realize upon the Collateral and Secured Party's security interest therein, in order to effect the intent of this Agreement.

b. To the extent that Grantor's authorization given in Section 4 is not sufficient to file such financing statements with respect hereto, with or without Grantor's signature, Secured Party is authorized to file all financing, statements or copies of this Agreement in substitution for a financing statement, as Secured Party may deem appropriate and to execute in Grantor's name such financing statements and amendments thereto and continuation statements which may require Grantor's signature.

To the extent permitted by law, Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable. The powers conferred on Secured Party hereunder are solely to protect Secured Party's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for Secured Party's own gross negligence or willful misconduct.

8. Rights and Remedies.

a. If an Event of Default shall have occurred and be continuing, Secured Party, without any other notice to or demand upon Grantor, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State of Wisconsin and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose Secured Party may, so far as Grantor can give authority therefore, enter upon any premises on which the Collateral may be situated and remove the same there from. Secured Party may in its discretion require Grantor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of Grantor's principal office(s) or at such other locations as Secured Party may reasonably designate. Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least twenty one (21) days' notice to Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale or other

disposition of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if Secured Party accepts the first offer received and does not offer the Collateral to more than one offeree, and waive all rights that Grantor may have to require that all or any part of the Collateral be marshaled upon any sale (public or private) thereof. Grantor hereby acknowledges that (i) any such sale of the Collateral by Secured Party shall be made without warranty, (ii) Secured Party may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, and (iii) such actions set forth in clauses (i) and (ii) above shall not adversely effect the commercial reasonableness of any such sale of the Collateral.

b. Grantor shall pay to Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Secured Party in protecting, preserving or enforcing Secured Party's rights and remedies under or in respect of the Amended Loan Agreement or any of the Collateral. After deducting all of said expenses, all Cash Proceeds received by Secured Party in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by Secured Party against, all or any part of the Loan in such order as Secured Party shall elect and according to the Amended Loan Agreement. Any surplus of such Cash Proceeds held by Secured Party and remaining after payment in full of the Loan shall be paid over to Grantor.

c. Grantor hereby acknowledges that if Secured Party complies with any applicable state or federal law requirements in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

d. If the proceeds of any such sale are insufficient to pay all amounts to which Secured Party is entitled, Grantor shall be liable for the deficiency, together with interest thereon at the rate of eight percent (8%) per annum until paid in full, plus all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by Secured Party in connection with collecting such deficiency.

8. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be mailed (by certified mail, postage prepaid and return receipt requested), telecopied or delivered, if to Secured Party, at 7200 Rue Hutchison, Suite 100, Montreal, Quebec H3N 1Z2 and if to Grantor, at 2077-B Lawrence Drive, De Pere, Wisconsin 54115; or as to any such Person, at such other address as shall be designated by such Person in a written notice to such other Person complying as to delivery with the terms of this section. All such notices and other communications shall be effective (a) if mailed (by certified mail, postage

prepaid and return receipt requested), when received or three (3) days after deposit in the mails, whichever occurs first, (b) if telecopied, when transmitted and confirmation is received or (c) if delivered, upon delivery.

9. Security Interest Absolute. All rights of Secured Party, all liens and all obligations of Grantor hereunder shall be absolute and unconditional irrespective of (a) any change in the time, manner or place of payment of, or in any other term in respect of the Loan, or any other amendment or waiver of or consent to any departure from the terms of the Loan, (b) any exchange or release of, or non-perfection of any lien on any Collateral, or (c) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Grantor in respect of the Loan. All authorizations and agencies contained herein with respect to the Collateral are irrevocable and powers coupled with an interest.

10. Miscellaneous.

a. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by Grantor and Secured Party, and no waiver of any provision of this Agreement, and no consent to any departure by Grantor there from, shall be effective unless it is in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

b. No failure on the part of Secured Party to exercise, and no delay in exercising, any right hereunder or under the Amended and Restated Promissory Note shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Secured Party provided herein and the Loan are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of Secured Party under the Loan against any party thereto are not conditional or contingent on any attempt by Secured Party to exercise any of its rights under any other document against such party or against any other party, including but not limited to, Grantor.

c. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

d. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Loan and (ii) be binding on Grantor and all other persons who become bound as debtor to this Agreement in accordance with the applicable provisions of the UCC and shall inure, together with all rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, without notice to Grantor, Secured Party may not assign

or otherwise transfer its rights and obligations under this Agreement to any other person without EARTH's permission. None of the rights or obligations of Grantor hereunder may be assigned or otherwise transferred without the prior written consent of Secured Party.

e. Upon the satisfaction in full of the Loan, (i) this Agreement and the security interests created hereby shall terminate and all rights to the Collateral shall revert to Grantor and (ii) Secured Party will, upon Grantor's request and at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

f. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN.

g. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED THERETO MAY ONLY BE BROUGHT IN THE COURTS OF THE STATE OF WISCONSIN IN GREEN BAY, WISCONSIN, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS.

h. Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by their authorized officers thereunto duly authorized as of the date first above written.

GRANTOR:

ENVIRONMENTAL ADVANCED RECLAMATION TECHNOLOGY HQ, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Title: Chairman

GREEN BOX NA, GREEN BAY, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Its: Chairman

WASTE TIRE RECOVERY TECHNOLOGY, LLC

By: _____
Name: Ronald H. Van Den Heuvel
Its: Chairman

"GREEN BOX"

UCC FINANCING STATEMENT AMENDMENT

DFI

NAME & PHONE OF CONTACT
April Trickel
Quarles & Brady LLP
april.trickel@quarles.com
6082515000 Ext. 2462

SEND ACKNOWLEDGMENT TO:
April Trickel
Quarles & Brady LLP
april.trickel@quarles.com

Filing # - 140008162825
Filed - 6/19/2014 4:18:22 PM
Wisconsin Department of Financial Institutions

INITIAL FINANCING STATEMENT FILE #
120013823825
AMENDMENT (COLLATERAL CHANGE)
Added Collateral;
This financing statement covers the following collateral:

(I) any tire or pellet liquefaction thermal degradation units purchased from Kool Manufacturing Company using Loan proceeds, together with all parts and accessories now and hereafter acquired or received by Debtor;

(II) the pellet processing unit (Serial # RPS91GB001WI12), together with all parts and accessories now and hereafter acquired or received by Debtor including all related piping and fabrication equipment;

(III) the sorting unit equipment including the following: Mayfran Conveyor 9853016, Action Tapor Slot 1576, Eriez Suspended Magnet 57551, Eriez Eddie Current 57552, Air Classifier 00487-62, Thrash Exit Conveyor 4732-00, 60" Glass Sort Conveyor N/A, Lights Sort Belt S-36 4200, 19" Fines Belt N/A, 24" Trough Belt N/A, 36" Trough Belt N/A, 24" Trough Belt N/A, 5 Bunker Door Winches Dalton, Bunker Walls, Bins, Perforated Screen, (3) w/stand, Aluminum Can Blower 4532-99, Ferrous Exit Conveyor T-24 4200, REM Fiber Infeed L-60 4200, REM Transition Belt 1-36 4200, Control Panel, Electric Misc: Supports, Structure, Doors, Catwalks, Handrails, Chutes, Floor Plates, Ladders and Guards that are part of the co-mingled system;

(IV) all raw materials, work-in-process and finished goods of Debtor relating to the use of the collateral;

(V) all accounts receivable generated by Debtor from the use of the collateral; and

(VI) any Proceeds of the foregoing.

Definitions: For purposes of this financing statement the following terms have the following meanings:
"Agreement" means the Amended Loan and Investment Agreement dated June 18, 2014 between Debtor and Secured Party, as amended and supplemented from time to time in accordance with its terms.

"Loan" means the loan described in section 3.1 of the Agreement.

"Proceeds" has the meaning provided for in the Uniform Commercial Code as in effect from time to time in the State of Wisconsin.

AUTHORIZING PARTY

OR	ORGANIZATION'S NAME Cliffton Equities Inc.			
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(s)/INITIAL(s)	SUFFIX

OPTIONAL FILER REFERENCE DATA
148280.00002 Additional collateral

"Green Box"

UCC FINANCING STATEMENT AMENDMENT

NAME & PHONE OF CONTACT
April Trickel Quarles & Brady LLP april.trickel@quarles.com (608) 251-5000 Ext. 2462
SEND ACKNOWLEDGMENT TO:
April Trickel Quarles & Brady LLP april.trickel@quarles.com

Filing # - 140016046017
Filed - 12/12/2014 11:38:58 AM
Wisconsin Department of Financial Institutions

INITIAL FINANCING STATEMENT FILE #
120013823825
AMENDMENT (COLLATERAL CHANGE)
Re-Stated Collateral:
This financing statement covers the following collateral:

(I) any tire or pellet liquefaction thermal degradation units purchased from Kool Manufacturing Company using Loan proceeds, together with all parts and accessories now and hereafter acquired or received by Debtor; including, without limitation, units with the following serial numbers: 8TKM0630NG03 and 8TKM111414NG04;

(II) the pellet processing unit (Serial # RPS91GB001WI12), together with all parts and accessories now and hereafter acquired or received by Debtor including all related piping and fabrication equipment;

(III) the sorting unit equipment including the following: Mayfran Conveyor 9853016, Action Tapor Slot 1576, Eriez Suspended Magnet 57551, Eriez Eddie Current 57552, Air Classifier 00487-62, Thrash Exit Conveyor 4732-00, 60" Glass Sort Conveyor N/A, Lights Sort Belt S-36 4200, 19" Fines Belt N/A, 24" Trough Belt N/A, 36" Trough Belt N/A, 24" Trough Belt N/A, 5 Bunker Door Winches Dalton, Bunker Walls, Bins, Perforated Screen, (3) w/stand, Aluminum Can Blower 4532-99, Ferrous Exit Conveyor T-24 4200, REM Fiber Infeed L-60 4200, REM Transition Belt 1-36 4200, Control Panel, Electric Misc: Supports, Structure, Doors, Catwalks, Handrails, Chutes, Floor Plates, Ladders and Guards that are part of the co-mingled system;

(IV) all raw materials, work-in-process and finished goods of Debtor relating to the use of the collateral;

(V) all accounts receivable generated by Debtor from the use of the collateral; and

(VI) any Proceeds of the foregoing.

Definitions: For purposes of this financing statement the following terms have the following meanings:
"Agreement" means the Amended Loan and Investment Agreement dated June 18, 2014 between Debtor and Secured Party, as amended and supplemented from time to time in accordance with its terms.

"Loan" means the loan described in section 3.1 of the Agreement.

"Proceeds" has the meaning provided for in the Uniform Commercial Code as in effect from time to time in the State of Wisconsin.

AUTHORIZING PARTY

OR	ORGANIZATION'S NAME Cliffton Equities Inc.			
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(s)/INITIAL(s)	SUFFIX

OPTIONAL FILER REFERENCE DATA
148280.00002 restatement of collateral adding serial numbers 8TKM0630NG03 and 8TKM111414NG04

"EARTH"

UCC FINANCING STATEMENT AMENDMENT

NAME & PHONE OF CONTACT
April Trickel Quarles & Brady LLP april.trickel@quarles.com 6082515000 Ext. 2462
SEND ACKNOWLEDGMENT TO:
April Trickel Quarles & Brady LLP april.trickel@quarles.com

Filing # - 140008162623
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Wisconsin Department of Financial Institutions

INITIAL FINANCING STATEMENT FILE #
130012479124
AMENDMENT (COLLATERAL CHANGE)
Added Collateral:
This financing statement covers the following collateral:

(i) any tire or pellet liquefaction thermal degradation units purchased from Kool Manufacturing Company using Loan proceeds, together with all parts and accessories now and hereafter acquired or received by Debtor;

(ii) the pellet processing unit (Serial # RPS91GB001WI12), together with all parts and accessories now and hereafter acquired or received by Debtor including all related piping and fabrication equipment;

(iii) the sorting unit equipment including the following: Mayfran Conveyor 9853016, Action Tapor Slot 1576, Eriez Suspended Magnet 57551, Eriez Eddie Current 57552, Air Classifier 00487-62, Thrash Exit Conveyor 4732-00, 60" Glass Sort Conveyor N/A, Lights Sort Belt S-36 4200, 19" Fines Belt N/A, 24" Trough Belt N/A, 36" Trough Belt N/A, 24" Trough Belt N/A, 5 Bunker Door Winches Dalton, Bunker Walls, Bins, Perforated Screen, (3) w/stand, Aluminum Can Blower 4532-99, Ferrous Exit Conveyor T-24 4200, REM Fiber Infeed L-60 4200, REM Transition Belt 1-36 4200, Control Panel, Electric Misc: Supports, Structure, Doors, Catwalks, Handrails, Chutes, Floor Plates, Ladders and Guards that are part of the co-mingled system;

(iv) all raw materials, work-in-process and finished goods of Debtor relating to the use of the collateral;

(v) all accounts receivable generated by Debtor from the use of the collateral; and (vi) any Proceeds of the foregoing.

Definitions: For purposes of this financing statement the following terms have the following meanings:

"Agreement" means the Amended Loan and Investment Agreement dated June 18, 2014 between Debtor and Secured Party, as amended and supplemented from time to time in accordance with its terms.

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"Proceeds" has the meaning provided for in the Uniform Commercial Code as in effect from time to time in the State of Wisconsin.

AUTHORIZING PARTY

OR	ORGANIZATION'S NAME Cliffton Equities Inc.			
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(s)/INITIAL(s)	SUFFIX

OPTIONAL FILER REFERENCE DATA
148280.00002 Additional collateral

W EARTH "

UCC FINANCING STATEMENT AMENDMENT

NAME & PHONE OF CONTACT
April Trickel Quarles & Brady LLP april.trickel@quarles.com (608) 251-5000 Ext. 2462
SEND ACKNOWLEDGMENT TO:
April Trickel Quarles & Brady LLP april.trickel@quarles.com

Filing # - 140016045824
Filed - 12/12/2014 11:38:58 AM
Wisconsin Department of Financial Institutions

INITIAL FINANCING STATEMENT FILE #
130012479124
AMENDMENT (COLLATERAL CHANGE)
Re-Stated Collateral:
This financing statement covers the following collateral:

(I) any tire or pellet liquefaction thermal degradation units purchased from Kool Manufacturing Company using Loan proceeds, together with all parts and accessories now and hereafter acquired or received by Debtor; including, without limitation, units with the following serial numbers: 8TKM0630NG03 and 8TKM111414NG04;

(II) the pellet processing unit (Serial # RPS91GB001WI12), together with all parts and accessories now and hereafter acquired or received by Debtor including all related piping and fabrication equipment;

(III) the sorting unit equipment including the following: Mayfran Conveyor 9853016, Action Tapor Slot 1576, Eriez Suspended Magnet 57551, Eriez Eddie Current 57552, Air Classifier 00487-62, Thrash Exit Conveyor 4732-00, 60" Glass Sort Conveyor N/A, Lights Sort Belt S-36 4200, 19" Fines Belt N/A, 24" Trough Belt N/A, 36" Trough Belt N/A, 24" Trough Belt N/A, 5 Bunker Door Winches Dalton, Bunker Walls, Bins, Perforated Screen, (3) w/stand, Aluminum Can Blower 4532-99, Ferrous Exit Conveyor T-24 4200, REM Fiber Infeed L-60 4200, REM Transition Belt 1-36 4200, Control Panel, Electric Misc: Supports, Structure, Doors, Catwalks, Handrails, Chutes, Floor Plates, Ladders and Guards that are part of the co-mingled system;

(IV) all raw materials, work-in-process and finished goods of Debtor relating to the use of the collateral;

(V) all accounts receivable generated by Debtor from the use of the collateral; and

(VI) any Proceeds of the foregoing.

Definitions: For purposes of this financing statement the following terms have the following meanings:
"Agreement" means the Amended Loan and Investment Agreement dated June 18, 2014 between Debtor and Secured Party, as amended and supplemented from time to time in accordance with its terms.

"Loan" means the loan described in section 3.1 of the Agreement.

"Proceeds" has the meaning provided for in the Uniform Commercial Code as in effect from time to time in the State of Wisconsin.

AUTHORIZING PARTY

OR	ORGANIZATION'S NAME Cliffton Equities Inc.			
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(s)/INITIAL(s)	SUFFIX

OPTIONAL FILER REFERENCE DATA
148280.00002 restatement of collateral adding serial numbers 8TKM0630NG03 and 8TKM111414NG04

UCC FINANCING STATEMENT

NAME & PHONE OF CONTACT
April Trickel Quarles & Brady LLP april.trickel@quarles.com 6082515000 Ext. 2462
SEND ACKNOWLEDGMENT TO:
April Trickel Quarles & Brady LLP april.trickel@quarles.com

Filing # - 140008166021
Filed - 6/19/2014 4:18:23 PM
Wisconsin Department of Financial Institutions

Debtor's Exact Full Legal Name

OR	Organization's Name: Waste Tire Recovery Technology, LLC				
	Individual's Surname	First Personal Name	Additional Name(s)/Initial(s)		Suffix
Mailing Address: 2077-B Lawrence Drive		City: De Pere	State: WI	Postal Code: 54115	Country: UNITED STATES

Secured Party's Name (or name of Total Assignee or Assignor S/P)

OR	Organization's Name: Cliffton Equities Inc.				
	Individual's Surname	First Personal Name	Additional Name(s)/Initial(s)		Suffix
Mailing Address: 7200 Hutchinson Suite 100		City: Montreal	State: QU	Postal Code: H3N 1Z2	Country: CANADA

This financing statement covers the following collateral:

The pellet processing liquification pyrolysis unit, Serial # RPS91GB001WI12, together with all parts and accessories hereafter acquired or received by Debtor and including all Proceeds of the foregoing.

In addition, this financing statement covers the following collateral:

(i) any tire or pellet liquefaction thermal degradation units purchased from Kool Manufacturing Company using Loan proceeds, together with all parts and accessories now and hereafter acquired or received by Debtor;

(ii) the pellet processing unit (Serial # RPS91GB001WI12), together with all parts and accessories now and hereafter acquired or received by Debtor including all related piping and fabrication equipment;

(iii) the sorting unit equipment including the following: Mayfran Conveyor 9853016, Action Tapor Slot 1576, Eriez Suspended Magnet 57551, Eriez Eddie Current 57552, Air Classifier 00487-62, Thrash Exit Conveyor 4732-00, 60" Glass Sort Conveyor N/A, Lights Sort Belt S-36 4200, 19" Fines Belt N/A, 24" Trough Belt N/A, 36" Trough Belt N/A, 24" Trough Belt N/A, 5 Bunker Door Winches Dalton, Bunker Walls, Bins, Perforated Screen, (3) w/stand, Aluminum Can Blower 4532-99, Ferrous Exit Conveyor T-24 4200, REM Fiber Infeed L-60 4200, REM Transition Belt 1-36 4200, Control Panel, Electric Misc: Supports, Structure, Doors, Catwalks, Handrails, Chutes, Floor Plates, Ladders and Guards that are part of the co-mingled system;

(iv) all raw materials, work-in-process and finished goods of Debtor relating to the use of the collateral;

(v) all accounts receivable generated by Debtor from the use of the collateral; and

(vi) any Proceeds of the foregoing.

Definitions: For purposes of this financing statement the following terms have the following meanings:
"Agreement" means the Amended Loan and Investment Agreement dated June 18, 2014 between Debtor and Secured Party, as amended and supplemented from time to time in accordance with its terms.

"Loan" means the loan described in section 3.1 of the Agreement.

"Proceeds" has the meaning provided for in the Uniform Commercial Code as in effect from time to time in the State of Wisconsin.

Alternative Designation:

Not Applicable

Financing Statement Relates To:

Not Applicable

Optional Filer Reference Data:

148280.00002 Pellet processing liquification pyrolsysis unit and Additonal Collateral

Miscellaneous:

Not filled in.

Collateral Is:

No Designation

Form Type:

UCC Financing Statement

"Wtkr"

UCC FINANCING STATEMENT AMENDMENT

NAME & PHONE OF CONTACT
April Trickel
Quarles & Brady LLP
april.trickel@quarles.com
(608) 251-5000 Ext. 2462

SEND ACKNOWLEDGMENT TO:
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Quarles & Brady LLP
april.trickel@quarles.com

Filing # - 140016045723
Filed - 12/12/2014 11:38:58 AM
Wisconsin Department of Financial Institutions

INITIAL FINANCING STATEMENT FILE #
140008166021
AMENDMENT (COLLATERAL CHANGE)
Re-Stated Collateral:
This financing statement covers the following collateral:

(i) any tire or pellet liquefaction thermal degradation units purchased from Kool Manufacturing Company using Loan proceeds, together with all parts and accessories now and hereafter acquired or received by Debtor; including, without limitation, units with the following serial numbers: 8TKM0630NG03 and 8TKM111414NG04;

(ii) the pellet processing unit (Serial # RPS91GB001W112), together with all parts and accessories now and hereafter acquired or received by Debtor including all related piping and fabrication equipment;

(iii) the sorting unit equipment including the following: Mayfran Conveyor 9853016, Action Tapor Slot 1576, Eriez Suspended Magnet 57551, Eriez Eddie Current 57552, Air Classifier 00487-62, Thrash Exit Conveyor 4732-00, 60" Glass Sort Conveyor N/A, Lights Sort Belt S-36 4200, 19" Fines Belt N/A, 24" Trough Belt N/A, 36" Trough Belt N/A, 24" Trough Belt N/A, 5 Bunker Door Winches Dalton, Bunker Walls, Bins, Perforated Screen, (3) w/stand, Aluminum Can Blower 4532-99, Ferrous Exit Conveyor T-24 4200, REM Fiber Infeed L-60 4200, REM Transition Belt 1-36 4200, Control Panel, Electric Misc: Supports, Structure, Doors, Catwalks, Handrails, Chutes, Floor Plates, Ladders and Guards that are part of the co-mingled system;

(iv) all raw materials, work-in-process and finished goods of Debtor relating to the use of the collateral;

(v) all accounts receivable generated by Debtor from the use of the collateral; and

(vi) any Proceeds of the foregoing.

Definitions: For purposes of this financing statement the following terms have the following meanings:
"Agreement" means the Amended Loan and Investment Agreement dated June 18, 2014 between Debtor and Secured Party, as amended and supplemented from time to time in accordance with its terms.

"Loan" means the loan described in section 3.1 of the Agreement.

"Proceeds" has the meaning provided for in the Uniform Commercial Code as in effect from time to time in the State of Wisconsin.

AUTHORIZING PARTY

OR	ORGANIZATION'S NAME Cliffton Equities Inc.			
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(s)/INITIAL(s)	SUFFIX

OPTIONAL FILER REFERENCE DATA
148280.00002 restatement of collateral adding serial numbers 8TKM0630NG03 and 8TKM111414NG04

UCC FINANCING STATEMENT

NAME & PHONE OF CONTACT
April Trickel Quarles & Brady LLP april.trickel@quarles.com 6082515000 Ext. 2462
SEND ACKNOWLEDGMENT TO:
April Trickel Quarles & Brady LLP april.trickel@quarles.com

Filing # - 140008163927
Filed - 6/19/2014 4:18:23 PM
Wisconsin Department of Financial Institutions

Debtor's Exact Full Legal Name

OR	Organization's Name: Oconto Falls Tissue, Inc.				
	Individual's Surname	First Personal Name	Additional Name(s)/Initial(s)		Suffix
Mailing Address: 2077-B Lawrence Drive		City: De Pere	State: WI	Postal Code: 54115	Country: UNITED STATES

Secured Party's Name (or name of Total Assignee or Assignor S/P)

OR	Organization's Name: Cliffton Equities Inc.				
	Individual's Surname	First Personal Name	Additional Name(s)/Initial(s)		Suffix
Mailing Address: 7200 Hutchinson Suite 100		City: Montreal	State: QU	Postal Code: H3N 1Z2	Country: CANADA

This financing statement covers the following collateral:

All of Debtor's right, title and interest in and to the proceeds of that certain Subordinated Promissory Note (Note No. 2) dated April 16, 2007 (the "Note") in the original principal amount of $8,000,000, executed by ST Paper, LLC in favor of Debtor. The proceeds specifically include any and all payments of principal and interest under the Note by the maker of such Note.

Alternative Designation:

Not Applicable

Financing Statement Relates To:

Not Applicable

Optional Filer Reference Data:

148280.00002 Note No. 2

Miscellaneous:

Not filled in.

Collateral is:

No Designation

Form Type:

UCC Financing Statement

A It appears to be.
Q Have you addressed any of the writers or underlying documents that support this certificate?
A Is there a specific question? What do you mean address them?
Q Well, my question is are there other documents related to the insurance coverage for Green Box Green Bay beyond this -- these two pages.
A I'm sure there are policies, yes.
Q Have you seen the policies?
A No.
Q Do you know where the policies are?
A No, not directly.
Q Have you ever seen the policies of insurance for Green Box Green Bay?
A No.
Q What about E.A.R.T.H., have you ever seen the insurance policies for E.A.R.T.H.?
A No.
Q So are you aware whether or not there is, in fact, insurance coverage for Cliffton Equities's collateral?
A I don't know for certain. I assume there is.
Q Do you know whether or not the insurance policy that is maintained by Green Box Green Bay covers any of Cliffton's collateral that is in the possession of GB-ARM?

A I don't know that.
Q Is it --
A I know it -- the first one that's in the building in Green Bay is covered because it's covered under our blanket policy. I don't know if GB-ARM is covered under our blanket policy or the folks in South Carolina. I don't know that. I'd have to check.
Q Taking a look at what has been marked as Exhibit 9, there is a section that says description of operations, locations, vehicles. Do you see that section?
A I'm sorry, which section are you referring to?
Q There's a section just above the certificate holder identity. There's a big square. Do you see that? First page of Exhibit 9.
A I'm looking, I'm looking. Certificate holder. And which one are you referring to? I'm sorry.
Q Okay. So on the first page of Exhibit 9 --
A I'm looking at it. Where are you referring at?
Q Yeah, I'm trying to get you there. I can't come up next to you.
A Oh, I'm sorry.
Q So --
MR. SWANSON: Sure, you can.
THE COURT: Well, if you're worried about the microphone, you could speak into this, but I think you can

MS. OGDEN: May I approach? Can I come?

THE COURT: Sure.

MS. OGDEN: Thank you.

RECROSS-EXAMINATION

BY MS. OGDEN:

Q Referring back to I believe it is Exhibit 9, the insurance documentation. Where does it show in that insurance documentation that the cool units now under the custody and control of some other entity, I believe it's ARM, GB-ARM in North Carolina, has -- if there's coverage for that?

A It doesn't specifically.

Q Do you know of any document that does show that?

A No.

Q Have you contact --

A I'm not aware of it.

Q Have you contacted the insurance provider that has offered this insurance coverage as represented in Exhibit 9 to confirm that the cool units are indeed covered by that insurance policy?

A No, but I sure will now.

Q Have you reached out to GB-ARM about making sure that there's insurance coverage?

A No, I have not. We haven't talked about it specifically.

Q Have you inspected the equipment that's in the -- the second cool unit that is in the possession of the entity of

Q Who was -- what is the name of that investment bank?
A I don't want to disclose that.
Q So there is an investment bank that has been hired?
A Yes.
Q Has Green Box Green Bay hired it?
A No.
Q What entity has hired this unidentified investment bank?
A RTS has.
Q Did you play a role in that hiring?
A Yes.

MS. OGDEN: I have no further questions.

THE COURT: Okay. Any follow-up, Mr. Swanson?

MR. SWANSON: One.

THE COURT: Sure.

BY MR. SWANSON:

Q The plan calls for surrendering the cool units. Are you willing to simply allow the stay to be lifted so they can take them back right now and not have to worry about insuring them?
A Absolutely.
Q On the other hand, is there some interest by third parties to purchase these cool units for some amount of money that you could negotiate?
A Potentially. We've been approached by several parties to build cool units for them in a venture.
Q You don't really have the time or inclination at this