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Strengthening Wisconsin's Financial Future

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Corporate Records

Result of lookup for **E023649** (at 8/19/2017 7:37 PM)

ESTR, INC.

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Vital Statistics

Entity ID	E023649
Registered Effective Date	09/13/1990
Period of Existence	PER
Status	Incorporated/Qualified/Registered Request a Certificate of Status
Status Date	09/13/1990
Entity Type	Domestic Business
Annual Report Requirements	Business Corporations are required to file an Annual Report under s.180.1622 WI Statutes.

Addresses

Registered Agent Office

GAYLEN R LA CROSSE
1824 BRUSSELS RD
BRUSSELS , WI 54204

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Principal Office

1824 BRUSSELS ROAD
BRUSSELS , WI 542049633

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2016	000	0000	online	database
2015	000	0000	online	database
2014	000	0000	online	database
2013	000	0000	online	database
2012	000	0000	online	database
2011	000	0000	online	database

2010	000	0000	online	database
2009	000	0000	online	database
2008	000	0000	online	database
2007	000	0000	online	database
2006	000	0000	online	database
2005	000	0000	online	database
2004	111	1111	paper	image
2003	111	1111	paper	image
2002	012	1911	paper	microfilm
2001	000	0000	online	database
2000	022	0057	paper	microfilm
1999	021	2361	paper	microfilm
1998	017	1739	paper	microfilm
1997	017	1029	paper	microfilm
1996	020	0148	paper	microfilm
1995	018	1128	paper	microfilm
1994	020	0323	paper	microfilm

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**Certificates of
Newly-elected
Officers/Directors**

None

Old Names

None

Chronology

Effective Date	Transaction	Filed Date	Description
09/13/1990	Incorporated/Qualified/Registered	09/13/1990	
08/03/2001	Change of Registered Agent	08/03/2001	FM16-E-Form
03/25/2002	Amendment	03/29/2002	
10/01/2008	Change of Registered Agent	10/01/2008	FM16-E-Form

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Detail by Officer/Registered Agent Name

Florida Limited Liability Company

GULF POINTE CAPITAL, LLC

Filing Information

Document Number	L06000115245
FEI/EIN Number	74-3200748
Date Filed	12/01/2006
Effective Date	12/01/2006
State	FL
Status	INACTIVE
Last Event	VOLUNTARY DISSOLUTION
Event Date Filed	04/29/2013
Event Effective Date	NONE

Principal Address

1740 PERSIMMON DRIVE
SUITE 100
NAPLES, FL 34109

Mailing Address

1740 PERSIMMON DRIVE
SUITE 100
NAPLES, FL 34109

Registered Agent Name & Address

ASPEN OPPORTUNITY FUND, LP
1740 PERSIMMON DRIVE
SUITE 100
NAPLES, FL 34109

Name Changed: 02/11/2007

Authorized Person(s) Detail

Name & Address

Title MGR

JONES, STEVEN C
1740 PERSIMMON DRIVE

NAPLES, FL 34109

Title MGR

WOLD, JOSEPH E

1385 ARECA COVE

NAPLES, FL 34119

Title MGR

PETERSON, PETER M

2402 S. ARDSON PLACE

TAMPA, FL 33629

Annual Reports

Report Year	Filed Date
2010	04/26/2010
2011	04/17/2011
2012	04/10/2012

Document Images

04/29/2013 -- VOLUNTARY DISSOLUTION	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
04/17/2011 -- ANNUAL REPORT	View image in PDF format
04/26/2010 -- ANNUAL REPORT	View image in PDF format
03/28/2009 -- ANNUAL REPORT	View image in PDF format
02/16/2008 -- ANNUAL REPORT	View image in PDF format
02/11/2007 -- ANNUAL REPORT	View image in PDF format
12/01/2006 -- Florida Limited Liability	View image in PDF format



An investment in
knowledge always
pays the best interest

- Benjamin Franklin

Principals

Steven C. Jones, Chairman and CEO

Mr. Jones is the Chairman and founder of Aspen Capital Group, a leading "Partner Capital" company headquartered in Naples, FL. Unlike most traditional venture capital firms, Aspen Capital believes its highest value add is to partner with dynamic early stage companies to help them achieve their growth objectives by becoming actively involved with the management teams.

Mr. Jones has substantial expertise in the building and financing of emerging growth companies, as well as structuring investments to balance the credit stage and financing needs of companies. In addition to his involvement with Gulf Pointe Capital and the Aspen Capital Group, Mr. Jones is also the Chairman and Founder of T3 Communications, Inc., a successful telecommunications company and he serves on the Board of NeoGenomics, Inc (OTC BB:NGNM.OB) and Disc Motion Technologies. Prior to his career in structured venture capital, among other positions, Mr. Jones was a Vice President in the Telecommunications, Media and Technology Investment Banking Group of Merrill Lynch & Co in New York and was the chief financial officer of CTC Communications Group in Boston, MA. Mr. Jones has a BS degree in Computer Engineering from the University of Michigan and an MBA from the Wharton School of the University of Pennsylvania.



No man is wise
enough by
himself

Titus Plautus

Joseph E. Wold, Jr., President and COO

Mr. Wold is a recognized leader in the equipment leasing community. He has over 23 years of experience as both a senior sales executive and a senior credit and operations manager for a variety of companies including Fortune 100 insurance companies, banks, and independent leasing companies.

Mr. Wold chairs Gulf Pointe's credit committee and has an extensive background in analyzing the credits of both early and later stage companies and has held personal commercial credit authority well into the "7" figures. He specializes in the commercial equipment leasing industry and is an expert in sales management, credit operations and residual risk management within the leasing community. He is a leading advocate of the benefits of equipment leasing worldwide and

has spoken at numerous industry functions on behalf of equipment leasing and its benefits. His current work is heavily concentrated in investment leasing of equipment and new venture leasing projects. Prior to joining Gulf Pointe, Mr. Wold was a Vice President, Credit & Operations at **American International Group (AIG)**, AI Credit Leasing Division, a former Vice President at Societe Generale Bank, US Leasing Division, New York and a Vice President & Eastern Division Manager of Capital Associates International, Inc. He has a BS degree in Business and Finance from the prestigious Jones College and he did his Masters work at the State University of New York, Stony Brook.

Peter M Peterson, Managing Partner and Director

Mr. Peterson is the Founder and President of Aspen Capital Partners, LLC an advisory firm specializing in capital formation, mergers & acquisitions, divestitures and new business start-ups. Mr. Peterson is also a Managing Director of Pointe Atlantic, Inc, an NASD registered broker-dealer, which is affiliated with Aspen Capital Partners. Mr. Peterson is also the founder of CleanFuel USA and he recently retired as Chairman of Innovative Software Technologies (OTCBB:INIV). He is also a member of the Board of Directors of NeoGenomics, Inc. Prior to forming Aspen Capital Partners, Mr. Peterson was Managing Director of the Investment Banking firm, H.C. Wainwright & Co. Prior to Wainwright, Mr. Peterson was President of First American Holdings and Managing Director of Investment Banking. Previous to First American, he served as Vice President of Investment Banking with Josephthal, Lyons and Ross, Inc. Mr. Peterson earned his Bachelor of Science degree from the University of Florida.

IFC's Trebels/Langs Sued for Fraud by CoActiv Capital by Christopher Menkin



CoActiv Capital Partners of Horsham, Pennsylvania on July 9, 2009 filed a suit for over \$2 million against IFC Credit Corporation, Morton Grove, Illinois, one of their funding groups, and the two main principals, claiming the officers committed fraud as individuals, specifically not paying off leases when the lessee terminated early, and knowing that the company was "essential insolvent" for almost a year.

This is the first suit filed individually against Rudolph D. Trebels, CLP, CEO of the company, and Marc Langs, CFO of the company. They are named as officers of IFC Credit Corporation as well as managers IFC Capital Funding I, LLC. The complaint filed is over 180 pages with five complete exhibits by lead attorney Frank Murphy of Frey, Petrakis, Deeb, Blum, Briggs & Mitts of Philadelphia, Pennsylvania. (Peter J. Deeb was involved in the early NorVergence bankruptcy hearing representing Partners Equity Capital Company, LLC as well as the case with IFC Credit Corporation and the FTC. Mr. Murphy is a top litigator with the firm: http://www.fpdb.com/attorneys/Frank_G_Murphy.aspx)

Manufacturers and Traders Trust Company (MT&T), successor by merger to Court Square Leasing, filed on June 29th a "Complaint on Confession of Judgment," claiming \$518,843 owed (now \$38,885.26 interest as of February, 2009 and attorney fees of \$51,848.35) at \$609,218.14. As the public pleadings disclose, MT&T have a judgment against IFC for the amount reflected in the pleading and not merely a pending complaint. Stephen Levin was the lead attorney along with Deirdre M. Richard, Lamm Rubenstone, LLC.
<http://www.lammrubenstone.com/attorneyprofiles/levin.html>

There is the \$1 million complaint filed from an investor in California, as well as previous attorneys not being paid \$170,000 for their NorVergence lease legal

fees, and many brokers and vendors, who are continuing to email and telephone Leasing News asking for advice, but realizing in the conversation that they know they will never be paid. It appears many vendors read leasing news to learn about IFC Credit and other companies.

In the meantime, the former CEO of First Portland Corporation dba First Corp., Len Ludwig, who reportedly holds a 100% stock pledge agreement from Rudy Trebels, is trying not only to save his investment, but keep the company alive, saying he will take care of all the banks, the debts, the lawsuits, and both brokers and vendors who have not been paid, although there will be no infusion of capital or guarantee of debt of any consequence. He has reportedly told investors he will put together a new line of credit with their help and bring First Portland Corporation dba First Corp back to life (no mention was made about the Brooklyn Bridge as extra collateral as rumored).

There is a continued hearing today in Cook County Court, Illinois. His right hand man Thomas E. Laury was put in charge of IFC as "project manager" and Ludwig wants to take full control. While Ludwig appears as the good cop, Laury has been given the role of the bad cop, several sources have told Leasing News in more explicit language. If the same Thomas E. Laury, he was disbarred as an attorney for sixty days in 1985 in Oregon, where Ludwig ran First Portland Corporation as CEO. (1) Reportedly Laury has served Ludwig in other capacities. Telephone calls to IFC Credit were not returned.

Ironically CoActiv Capital was formed by two principals caught up in NorVergence Leases: "November 27, 2002 , 'Donald P. Campbell and Steve A. Grosso, both former leaders at De Lage Landen Financial Services, Inc., Tokai Financial Services, Inc., Fidelity Bank N.A., and ITT Industrial Credit, announced the formation of Partners Equity Capital Company, LLC (PECC).' ..Jan. 18, 2007: "Marubeni America Corporation ("MAC") has entered into the finance leasing industry in the United States with the launch of a new subsidiary, CoActiv Capital Partners LLC ("CCP"), retaining the employees and most of the lease assets of Partners Equity Capital Company ("PECC"). You would have thought they knew better after their experience with NorVergence leases and IFC Credit's position, too. Oh, well, sounds like a NorVergence reunion with all the players and attorneys in a home week, but this time in court. I can hear former FTC Attorney Randy Brook laughing out loud all the way from his retirement in Washington, especially with Askounis & Darcy not getting paid \$170,000 for their NorVergence legal fees.

<http://www.leasingnews.org/archives/January%202007/01-19-07.htm#pecc>
<http://www.marubeni.com/news/2007/070118e.html>

This is the first public document to declare Trebles and Langs knew IFC Credit was "insolvent" reportedly for over a year. More importantly, it is the first to

charge at least two IFC Credit officers with personal fraud. It appears the office of the United States Attorney General in Illinois is looking into the matter as a follow-up to the NorVergence leasing scandal. Ironically, the FTC attorney who prosecuted the case after Brook retired, Robert Schroeder, is the new Regional Director, based in the State of Washington, as Chuck Harwood, the Regional Director for several decades, is moving to Washington, DC to take the two spot in the Bureau of Consumer Protection.

Here is a short synopsis from the 188 page public document:

"9. In December 2007, IFC, IFCI, and CoActiv were parties to a loan transaction wherein CoActiv provided funding to IFCI by means of a \$25,000,000.00 credit facility for IFCI to purchase certain leases from IFC. As part of that transaction, IFC and IFCI entered into an Assignment of Servicing Agreement (the "IFCI Servicing Agreement") wherein IFC assumed IFCI's servicing requirements and agreed to service and administer the leases for the benefit of CoActiv. See Loan Agreement and IFCI Servicing Agreement attached hereto as Exhibits "D" and "E", respectively.

"22. Beginning in approximately mid-2008, the Servicing Reports ceased to show that any leases were being terminated by lessors and failed to show that IFC was receiving and depositing into other accounts the monies related to the early termination of the leases owned by CoActiv

"28. As of April 10, 2009, IFC has acknowledged that it wrongly withheld and retained over \$1.6 million dollars in termination payments due to CoActiv.
29. Further, CoActiv has determined that IFC has failed to make almost \$400,000 in other payments due and owing to CoActiv under the terms of the Servicing Agreements.

"30. Upon a review of IFC's financial situation, CoActiv believes, and therefore avers that IFC has been essentially insolvent over the past year and has been utilizing funds belonging to CoActiv to satisfy cash flow requirements.

"32. Mr. Trebels and Mr. Langs, as officers of IFC, were at all times aware of the funds received by IFC for termination of the leases as well as what information as contained on the Servicing Reports being provided to CoActiv.

"33. Mr. Trebels and Mr. Langs, as officers of IFC, were at all times aware that funds belonging to CoActiv were being dissipated and utilized by IFC without the knowledge of or permission of CoActiv.

34. Mr. Trebels and Mr. Langs knew at all times that the information being

provided to CoActiv was false and misleading.

35. Section 13.1 of the Omnibus Agreement provides that Defendants shall pay all attorneys fees, costs, and expenses incurred by CoActiv arising from the enforcement of CoActiv's rights under the Omnibus Agreement.

41. CoActiv has been damaged as a result of Defendants IFC's and IFCI's conversion in an amount exceeding \$2,000,000.00 plus interests, fees, and costs.

51. IFC and IFCI failed to properly distribute nearly \$400,000 in payments collected and reported on leases owned by CoActiv for which IFC and IFCI were collecting under the terms of the Servicing Agreement, as well as over \$1.6 million in payments collected on leases owned by CoActiv for which IFC and IFCI were servicing under the terms of the Servicing Agreement.

62 Defendants Trebels and Langs knew the Servicing Reports were materially false and inaccurate, yet Defendant Langs, under Defendant Trebels' direct control and supervision, and upon information and belief with his express approval, signed the Servicing Reports on behalf of Defendants IFC and IFCI and actively participated in the fraud.

63. Defendants acted fraudulently towards CoActiv in order to falsely inflate the condition of Defendants IFC's and IFCI's financial operations.

64. Defendants' Trebels and Lang benefited from the fraud since it allowed them to maintain their positions at IFC and IFCI, as well as receiving financial and other benefits related to their positions."

(1) Laury Disbarred

<http://leasingnews.org/PDF/laury%20disbar.pdf>

CoActiv Complaint: <http://leasingnews.org/PDF/CoActive%20Complaint.pdf>

Exhibit A:

<http://leasingnews.org/PDF/Exhibit%20A.pdf>

Exhibit B:

<http://leasingnews.org/PDF/Exhibit%20B.pdf>

Exhibit C:

<http://leasingnews.org/PDF/Exhibit%20C.pdf>

Exhibit D:

<http://leasingnews.org/PDF/Exhibit%20D.pdf>

Exhibit E:

<http://leasingnews.org/PDF/Exhibit%20E.pdf>

Exhibit F:

<http://leasingnews.org/PDF/Exhibit%20F.pdf>

MT&T "Complaint on Confession of Judgement"

<http://leasingnews.org/PDF/MT&T.pdf>



ABOUT

SERVICES

CULTURE

PEOPLE

NEWS



WHY PIC?

SERVICE PHILOSOPHY

OUR VISION

Why PIC?

PIC has been recognized as a leader in the power generation industry for more than 20 years. Founded in 1988, Power Industry Consultants (later shortened to PIC) entered the market as a contract consulting company. With roots in a variety of technical industries and a commitment to quality, fairness and customer service, PIC quickly gained a reputation for being "The Best Of The Best®".

Today, PIC specializes in the unique needs of power generation facilities worldwide. Our portfolio of services has grown to span the entire project lifecycle, but our mission has remained the same – to provide our customers with the highest quality solutions possible. Delivering "The Best Of The Best®" people, processes and programs is not just a slogan at PIC – it's who we are.

Our experience includes:

- 50,000 MW maintained/repaired
- 25,000 MW commissioned
- 13,500 MW supported with O&M
- 5,000 MW under long-term maintenance agreements
- 3,000 MW installed

As of March 2008, PIC is a wholly owned subsidiary of Marubeni Group, a publicly listed company headquartered in Tokyo, Japan with \$41.1 billion in revenue. As a subsidiary of Marubeni Group, PIC has access to a global network of industry innovators that continues to develop the most cutting-edge techniques in the power generation industry.

- Founded in 1988
- "The Best Of The Best®"
- Specialize in the power industry
- Services span the entire project lifecycle
- A wholly owned subsidiary of Marubeni Group

Wisconsin Circuit Court Access (WCCA)

IFC Credit Corporation vs. Tissue Products Technology Corporation

Brown County Case Number 2008FJ000034

Filing Date	Case Type	Case Status
09-23-2008	Foreign Judgments	Filed Only
Class Code Description	Responsible Official	

Parties

Party Type	Party Name	Party Status
Plaintiff	IFC Credit Corporation	
Defendant	Tissue Products Technology Corporation	
Defendant	Partners Concepts Development Inc	
Defendant	VanDenHeuvel, Ronald H	
Assigned Creditor	RNS Servicing LLC	

Civil Judgment(s)

Type	Debtor Name	Multiple Debtors	Amount	Satisfaction	Judgment Status	Satis. Date
Foreign Judgment	Tissue Products Technology Corporation	Yes	\$ 5,343,015.12	No		

Party Details

IFC Credit Corporation - Plaintiff

Date of Birth	Sex	Race¹
Address	Address Updated On	
191 Waukegan Rd #315, Winnetka, IL 60093	08-23-2010	
Party Attorney(s)		
Attorney Name	GAL Entered	
Underhill, Edward J	No	09-23-2008

Tissue Products Technology Corporation - Defendant

Date of Birth	Sex	Race¹
Address	Address Updated On	
1555 Glory Rd, Green Bay, WI 54324-0316	09-23-2008	

Partners Concepts Development Inc - Defendant

Date of Birth	Sex	Race¹
Address		Address Updated On
1555 Glory Rd, Green Bay, WI 54324-0316		09-23-2008

VanDenHeuvel, Ronald H - Defendant

Date of Birth	Sex	Race¹
Address		Address Updated On
2303 Lost Dauphin Rd, De Pere, WI 54115		09-23-2008

RNS Servicing LLC - Assigned Creditor

Date of Birth	Sex	Race¹
Address		Address Updated On
5250 Old Orchard Rd Suite 300, Skokie, IL 60077		04-22-2016
Also Known As		
Name Type	Date of Birth	
RNS	Previously known as	

Foreign Judgment

County	Case Number	Case Caption
Brown	2008FJ000034	IFC Credit Corporation vs. Tissue Products Technology Corporation
Judgment/Lien Date	Total Amount	Warrant Number
09-23-2008	\$ 5,343,015.12	
Date and Time Docketed	Service/Event Date	
09-25-2008 at 09:15 am		
Satisfaction	Judgment Status	Date
No		

Property/Remarks**Civil Judgment Events**

Date	Type	Amount
04-18-2016	Assignment	\$ 0.00
03-10-2009	Execution	\$ 0.00

Judgment Parties

Party Type	Name	Dismissed Status	Address	Attorney Name
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Case Details for 2008FJ000034 in Brown County

Creditor	IFC Credit Corporation	No	Active	191 Waukegan Rd #315, Winnetka, IL 60093	Underhill, Edward J
Debtor	Partners Concepts Development Inc	No	Active	1555 Glory Rd, Green Bay, WI 54324-0316	
Assigned creditor	RNS Servicing LLC	No	Active	5250 Old Orchard Rd Suite 300, Skokie, IL 60077	
Debtor	Tissue Products Technology Corporation	No	Active	1555 Glory Rd, Green Bay, WI 54324-0316	
Debtor	VanDenHeuvel, Ronald H	No	Active	2303 Lost Dauphin Rd, De Pere, WI 54115	

Costs / Amounts

Description Amount

Judgment amount \$ 5,343,015.12

¹ The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.

² Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.

Wisconsin Circuit Court Access (WCCA)

Manchester Mortgage Company, LLC vs. Ronald H VanDenHeuvel et al

Brown County Case Number 2009CV000980

Filing Date	Case Type	Case Status
04-02-2009	Civil	Closed
Class Code Description	Responsible Official	
Foreclosure of Mortgage	Kelley, Kendall M.	
Branch Id		
4		

Parties

Party Type	Party Name	Party Status
Plaintiff	Manchester Mortgage Company, LLC	
Defendant	VanDenHeuvel, Ronald H	
Defendant	VanDenHeuvel, Kelly Y	
Defendant	George Washington Savings Bank	
Defendant	Hartwig, Christopher J	
Defendant	Petitjean, John R	
Defendant	Mau & Associates LLP	
Defendant	Anchorbank FSB	
Defendant	Hughes Socol Piers Resnick & Dym Ltd	
Defendant	IFC Credit Corporation	
Defendant	Industrial Technology Ventures LP	
Defendant	State of Wisconsin	
Defendant	VanDenHeuvel, Jan Marie	
Defendant	VHC Inc	

Civil Judgment(s)

Type	Debtor Name	Multiple Debtors	Amount	Satisfaction	Judgment Status	Satis. Date
Judgment for money	VanDenHeuvel, Ronald H	No	\$ 3,751,642.32	No		
Judgment for money	VanDenHeuvel, Ronald H	No	\$ 2,567,396.98	No		

Party Details

Manchester Mortgage Company, LLC - Plaintiff

Date of Birth	Sex	Race¹
Address		Address Updated On
1601 S Webster Ave, Green Bay, WI 54301		04-02-2009
Also Known As		
Name	Type	Date of Birth
Manchester Mortgage Company, LLC	Changed case name	
Citizens Bank	Previously known as	
Party Attorney(s)		
Attorney Name	GAL Entered	Withdrawn
Neary, Elizabeth Ann	No 03-01-2010	
Schoendorf, Michael T	No 04-02-2009	03-01-2010

VanDenHeuvel, Ronald H - Defendant

Date of Birth	Sex	Race¹
Address		Address Updated On
2303 Lost Dauphin Rd, De Pere, WI 54115		04-02-2009

VanDenHeuvel, Kelly Y - Defendant

Date of Birth	Sex	Race¹
Address		Address Updated On
2303 Lost Dauphin Rd, De Pere, WI 54115		04-03-2009

George Washington Savings Bank - Defendant

Date of Birth	Sex	Race¹
Address		Address Updated On
14701 S LaGrange Rd, Orland Park, IL 60462		04-03-2009

Hartwig, Christopher J - Defendant

Date of Birth	Sex	Race¹
Address		Address Updated On
1430 N Potato Point Rd, Appleton, WI 54911		04-03-2009
Party Attorney(s)		
Attorney Name	GAL Entered	
Anderson, Ross Alan	No 09-15-2009	

Petitjean, John R - Defendant

Date of Birth	Sex	Race ¹
Address		Address Updated On
125 S Jefferson St, Ste 101, Green Bay, WI 54301		04-03-2009

Mau & Associates LLP - Defendant

Date of Birth	Sex	Race ¹
Address		Address Updated On
400 Security Blvd, Green Bay, WI 54313		04-03-2009

Anchorbank FSB - Defendant

Date of Birth	Sex	Race ¹
Address		Address Updated On
25 West Main St, Madison, WI 53703		04-03-2009
Party Attorney(s)		
Attorney Name	GAL Entered	
Munroe, Philip Allen No 08-02-2010		

Hughes Socol Piers Resnick & Dym Ltd - Defendant

Date of Birth	Sex	Race ¹
Address		Address Updated On
70 West Madison St, Ste 4000, Chicago, IL 60602		04-03-2009

IFC Credit Corporation - Defendant

Date of Birth	Sex	Race ¹
Address		Address Updated On
191 Waukegan Rd #315, Winnetka, IL 60093		08-23-2010

Industrial Technology Ventures LP - Defendant

Date of Birth	Sex	Race ¹
Address		Address Updated On
4080 McGinnis Ferry Rd., Ste 1201, Alpharetta, GA 30005		04-04-2012
Party Attorney(s)		
Attorney Name	GAL Entered	Withdrawn
Burnett, R. George No 05-11-2009 06-30-2011		

State of Wisconsin - Defendant

Date of Birth	Sex	Race¹
Address		Address Updated On
114 East State Capitol Bldg, Dept of Workforce Development Workers Compensation, Madison, WI 53702		04-03-2009

VanDenHeuvel, Jan Marie - Defendant

Date of Birth	Sex	Race¹
Address		Address Updated On
1565 Red Maple Rd, De Pere, WI 54115		10-09-2012
Also Known As		
Name	Type	Date of Birth
Summers, Jan Marie	Also known as	

VHC Inc - Defendant

Date of Birth	Sex	Race¹
Address		Address Updated On
3080 Holmgren Way, Green Bay, WI 54304		11-16-2009
Party Attorney(s)		
Attorney Name	GAL Entered	
Flood, Brian T	No	12-01-2009

Judgment for money

County	Case Number	Case Caption
Brown	2009CV000980	Manchester Mortgage Company, LLC vs. Ronald H VanDenHeuvel et al

Judgment/Lien Date	Total Amount	Warrant Number
03-31-2011	\$ 3,751,642.32	

Date and Time Docketed	Service/Event Date
03-31-2011 at 10:19 am	

Satisfaction	Judgment Status	Date	Type Of Tax
No			

Property/Remarks**Judgment Parties**

Party Type	Name	Dismissed	Status	Address
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Case Details for 2009CV000980 in Brown County

Creditor	Anchorbank FSB	No	Active	1601 S Webster Ave, Green Bay, WI 54301
Debtor	VanDenHeuvel, Ronald H	No	Active	2303 Lost Dauphin Rd, De Pere, WI 54115

Costs / Amounts

Description	Amount
Costs and Disbursements	\$ 81,035.75
Interest	\$ 840,174.71
Judgment amount	\$ 2,579,769.40
Other	\$ 124,797.36
Other	\$ 97,712.33
Other	\$ 28,152.77

Judgment for money

County	Case Number	Case Caption
Brown	2009CV000980	Manchester Mortgage Company, LLC vs. Ronald H VanDenHeuvel et al

Judgment/Lien Date	Total Amount	Warrant Number
05-30-2012	\$ 2,567,396.98	

Date and Time Docketed	Service/Event Date
06-05-2012 at 09:27 am	

Satisfaction	Judgment Status	Date	Type Of Tax
No			

Property/Remarks**Judgment Parties**

Party Type	Name	Dismissed	Status	Address	Attorney Name
Creditor	Manchester Mortgage Company, LLC	No	Active	1601 S Webster Ave, Green Bay, WI 54301	Neary, Elizabeth Ann
Debtor	VanDenHeuvel, Ronald H	No	Active	2303 Lost Dauphin Rd, De Pere, WI 54115	

Costs / Amounts

Description	Amount
Judgment amount	\$ 2,567,396.98

¹ The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.

² Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.



LLC FILE DETAIL REPORT

File Number	02901404		
Entity Name	WEDGEWOOD INVESTMENT GROUP, LLC		
Status	ACTIVE	On	11/16/2016
Entity Type	LLC	Type of LLC	Domestic
File Date	12/09/2009	Jurisdiction	IL
Agent Name	LEE A. TREBELS	Agent Change Date	01/08/2014
Agent Street Address	211 WAUKEGAN ROAD, SUITE 100	Principal Office	211 WAUKEGAN RD, STE 100 NORTHFIELD, IL 600930000
Agent City	NORTHFIELD	Managers	View
Agent Zip	60093	Duration	PERPETUAL
Annual Report Filing Date	11/16/2016	For Year	2016
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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(One Certificate per Transaction)

OTHER SERVICES

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WEDGEWOOD

INVESTMENT GROUP, LLC

COMPREHENSIVE FINANCING SOLUTIONS

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Meet Our Team



Rudy Trebels - CEO

During his 40+ year career in the real estate and finance industry, Rudy has completed more than \$1B in real estate and finance transactions with more than 100 lenders and investors. As a leader in executive management positions, he has gained a reputation as an innovator and provider of financing to thousands of companies across the United States. Rudy graduated from Drake University with a BS degree in Business and has served on the Drake University Board of Trustees since 2007. He serves on the athletic, student life and university curriculum committees. Rudy has been on the Governing Board of Boys Hope Girls Hope of Illinois since 1997, a nonprofit group that prepares at risk youth to thrive in high school, college, career and life. In 2004, Rudy and his wife Lee were the recipients of the "Heart of Gold Award", a humanitarian award that is given for active involvement in charity work, fundraising, event work, mentorship and donations. Rudy's professional memberships include ALFA, ASHA, Argentum, REIA, NIC, SATSA, ELFA, NAELB and Vistage. He was a past Board Member and Membership Chair of UAEL (now NEFA) and a past member of the Executives' Club of Chicago. Rudy is an avid golfer and has been a member of Bob-O-Link Golf Club since 2002. He and his wife Lee reside in Glenview, Illinois.



Joseph O'Malley - Managing Director

Joe graduated from St. Mary's University with a degree in Business Administration and has also achieved an MBA in Marketing from DePaul University. Following a ten year career in sales and sales management in the steel industry, Joe joined the Chicago Mercantile Exchange as a Seat Owner, Floor Broker and Trader. After 16 years of open outcry trading, his weakened voice lead him back to a business development role in the equipment leasing industry. Joe has worked in sales for two marketing agencies and spent 8 years working as a Business Performance Advisor for a Fortune 500 HR Consulting Firm. Joe and his wife of over 40 years have 3 children and 3 grandchildren. His hobbies include fishing, golf, biking, swimming, boating and jogging. Joe is an avid Chicago sports fan and is thrilled with the Cubs first World Series Win in 108 years. Joe and his wife reside in Wilmette, IL.



Douglas Metz - Managing Director

Doug is a seasoned executive in the area of asset-based lending as well as all facets of equity funding. He has assisted in receivable, inventory, leasing, mortgage, automotive and securitizations with over \$500M of debt and equity financed throughout his career. Recently, Doug consulted to a powerline transmission company raising more than \$75M of debt and equity through SeaCrest Capital Partners. Doug was a member of the founding team to establish the first venture leasing company in the country, Equitec Leasing Company. Doug served three tours in Vietnam with the U.S. Navy where he



was awarded *The Navy Achievement Award*, one of their highest honors for leadership. Doug attended the University of Missouri. He and his wife, Denise, reside in Laguna Niguel, California.

Michael Belsanti - Managing Director

Michael graduated from Marquette University with a degree in Political Science. Michael was a member of the Chicago Board of Trade for 35 years and has served on numerous committees, including Pit Chairman, Arbitration Committee and Rules & Regulations Committee. Michael has also served on the Board of Directors for Traders Foundation. For over 15 years, Michael has served as a volunteer for fundraising events and as an event organizer for Misericordia Heart of Mercy in Chicago. He also spent more than 10 years coaching youth sports with his son. Michael resides in Chicago, Illinois.



Brent Trebels - Member

Brent began his career in the mail room and has worked his way up gathering experience in sales, credit, finance, documentation and syndications. With more than 15 years of experience, Brent has successfully developed many customer relationships and is part of a team that has completed \$250M in financing. Brent graduated with a degree in Communications with an emphasis on Public Relations and Advertising from DePaul University and is a member of NAELB and ELFA. His interests include golfing, tennis, downhill skiing and hiking and he is a passionate Chicago sports fan. Brent lives in Chicago, Illinois.



Brian Trebels - Member

During his 15+ year career in the finance industry, Brian has completed more than \$100M in finance transactions. As a finance executive, Brian has specialized knowledge in structuring, compliance, documentation and funding. Brian studied Business at Drake University. He is an active member of ELFA, NAELB and Vistage. Brian is an avid golfer as well as a loyal Bulls, Blackhawks, Cubs and Bears fan. Brian resides in Chicago, Illinois.



Seacel Jin - Sr. Financial Analyst & Health Care Portfolio Manager

Seacel was born and raised in Bloomingdale, Illinois where she still resides today. She attended Michigan State University on a full academic scholarship, graduating with honors in Finance and International Business. Seacel began her financial career in 2007 with BMO Capital Markets within their investment and corporate banking divisions in Chicago. For more than 8 years, she has been a Senior Portfolio Manager in the Commercial Lending Division at FirstMerit Bank and First Midwest Bank, of which both positions carried a core focus in the senior living - healthcare sector. In 2016, Seacel joined Wedgewood Investment Group where she collaborates with deal originators to evaluate and prepare investor prospectus'. During her free time, Seacel spends a considerable amount of time as the Public Relations Director and as a performer with Yellow River Performing Arts Group, a non-profit group dedicated to bringing cultural awareness of China's rich culture through music and dance. She also volunteers with Michigan State University's Financial Management Institute, where she mentors students who are interested in pursuing a career in the financial industry. Seacel enjoys coaching gymnastics and spending time with her family, which includes a charismatic husband, an energetic toddler and American Bully puppy.



Deirdre Martin - Executive Assistant to the CEO

Deirdre brings a very diverse background to Wedgewood with more than 30 years of experience in sales, credit, insurance, automotive finance, residential & commercial mortgages, property management, administration, accounting and operations in all aspects of business. She has been an Illinois Licensed Producer and a Mortgage Loan Originator with IDFP and NMLS. Through creative marketing efforts, business development, social media and web strategy and design, her ability to optimize every facet of administration and operations has been key to her continued success. She is

an avid photographer shooting mainly landscape and candid that uniquely capture the essence of her subject. Deirdre volunteers at Misericordia Heart of Mercy as well as fundraising efforts for GRIP Outreach for Youth and is an active supporter of Louie's Last Regatta benefiting [Wisconsin's Children's Hospital](#). Deirdre is also an avid sailor and has spent more than a decade volunteering on sail racing committees and supporting social media awareness efforts to benefit the greater Chicago sail racing community. She donates day sails to silent auction fundraising and charity events. Deirdre is a member of the Chicago Yacht Club and resides in [Evanston, Illinois](#).

We're sorry, this content cannot be displayed.
Please try again later.

Rudy Trebels and LinkedIn

Jun. 11, 2010 1:24 PM ET

by Christopher Menkin



There are three corrections to made to the **Rudy Trebels** LinkedIn site:

First, Cindy Spurdle, Executive Director of the CLP Foundation states Trebels is not a member in good standing, meaning he is not a CLP as he claims on LinkedIn. His first statement that he is one of 350 CLP's is incorrect. There are less than 200, and he isn't one of them.

Second, Ralph Petta, COO of the Equipment Leasing and Finance Association says while Trebels may have an application in process, he nor his company are a member of the Equipment Leasing and Finance Association, as he notes in LinkedIn.

Monica Harper, Executive Director of the National Association of Equipment Leasing Brokers says Rudy Trebels is not a member nor is Equipment Leasing Group of America, as the LinkedIn site claims.

LinkedIn is a great web site to connect to others in business. However, it is completely unregulated, unverified, often not correct and those on line often "exaggerate or leave out information that is not complimentary (of

course, they would.) More importantly, when you connect it becomes a public endorsement of the person or group that you agree to join.

Many view it as a "Le Tip" on line. And it has many advantages, but as with Facebook, Plaxo, and many others, be careful who you let onto your bus you drive. Are you going in their direction, or more importantly, are they going in your direction?

Many readers emailed and also telephoned about being listed on LinkedIn as a "friend" of Rudy Trebels, now head of Equipment Leasing Group of America, formerly Past PRESIDENT at IFC Credit Corporation.

Several were angry calling it "Character Assassination," "McCarthyism," as well as saying he was the "Teflon Don" of the leasing industry.

If anything was not fact, it what was what Trebels claimed in LinkedIn:

"CLP at Equipment Leasing Group of America

Past PRESIDENT at IFC Credit Corporation

Education - Drake University

Equipment Leasing Group of America

Financial Services industry

August 2009 – Present (11 months)

Rudy is a CLP-Certified Lease Professional, a designation held by less than 350 people in the leasing industry"

Also as a point of information, once you have become a director of a public association board, you are a "public figure." If you head a conference, meetings, and it is broadcast in the media, you are a "public figure." If you appear in the media such as stories brought by the Federal Trade Commission and over twenty states attorneys generals, such as occurred with Rudy Trebels, you are a "public figure."

Also when you go "public" on LinkedIn, information you print is also "public," especially if sent to you by email via the World Wide Web.

To those listed as a "friend," meaning they agreed to be "connected," I contacted as many as I could by email and let them know Leasing News would be printing the list that appeared late yesterday afternoon, Thursday, June 10, 2010:

Note: This is not a complete list as site records 225 connections as well as eight other groups. Only a member of the group has access to all in the group. Here are those listed on the front page by LinkedIn as "linked in" with Rudy Trebels:

"Alexander Cronfield, VP/.COO Apple Credit Capital Group

Joseph Wold, Pres./COO, Gulf Point Capital

Bill Griffith / credit. Op. Mgr. ,Padco Financial

Tom Herlihy., VP Sales & Marketing at TimePayment

Tammy Negelein, Capital Equipment Leasing

John Donohue, Senior Vice President at Direct Capital Corporation

Dave Sendlak, Territory Manager at Latitude Equipment Leasing

Omar Diaz, Financial Services Professional, former VP EAB

Ted Brownrigg, Independent Financial Services Professional

Charles (Bud) Callahan, Owner, National Equipment Leasing

Ross Stites, Exp. Commercial Credit Analyst/Manager/Syndications

Paul Knowlton, CLP, past president, NEFA

Mohammed Ahsan, Partner, Quail Capital

Ronald Lear, formerly PFF * OFC

Tony Sherwin, Owner at Magellan Capital Partners

Marci L. Slagle, CLP, Varilease

Jim Padden, CLP, Padco Financial Services

Chris Raley, Senior VP - Syndications at First Source Funding

Kevin Kepp, Managing Member at Optimus Capital Group

Randy Haug, Lease Team, president, NEFA

Patrick Sponsel, VP at Sharpe Financial Network, Board-NAELB

John Sexton, Equipment and Software Lease Financing

Shannon Green, CLP, •SVP, Credit & Oper. Officer Orion First Financial

Jim Brady, former VP GM at ABCO Leasing, now on his own

Curt Lysne, CLP, Portfolio Financial Servicing Company

Irwin Wittlin, Attorney at Hemar, Rousso & Heald, LLP

Linda Kester, Leasing trainer

'Larry LaChance', CLP, Director CLP

Doug Houlahan, Maxim Commercial Credit"

Several told Leasing News they were taking their name off, and just weren't thinking, hit the reply, never thought about it.

"I will remove.

Honestly, I just hit the accept button. That will teach me to pay attention. No excuse. I never met the man nor have I done any business with him.

I agree we need to take responsibility for policing our own industry."

(Due to time delays, never got permission to use his name, so leaving it unsigned.)

There were others that were different:

"I think I will stay connected for the reasons I originally accepted his invitation. From my perspective, it's a way to track what he is doing but thanks for the info."

Sharon Green, SVP, Credit/Op. Mgr., Orion Financial

"Thank you for the heads-up. I think a lot of people, myself included, have confirmed Rudy's request to "LinkIn" out of curiosity, he appears to be the Teflon Don of the Leasing industry, based on hearsay alone as I have no facts to support what happened with his company(s). I'm not sure I understand your 'Warning' or desire to call people out that have 'LinkedIn' with Mr. Rudy Trebels.

"I'm comfortable with you printing my name if you feel it's necessary but more than anything I'm curious as to why you feel obligated to print this list."

Doug Houlahan

Maxim Commercial Capital, LLC

(415) 599-4057 - Direct

(877) 77-MAXIM x. 201

(415) 868-4466 - Fax

Doug, let's start with the many complaints from vendors and brokers for not getting paid by IFC Credit Corporation and what they called "lies" told to them (all published in Leasing News):

<http://www.leasingnews.org/archives/May%202009/05-08-09.htm#bbc>

<http://www.leasingnews.org/archives/May%202009/05-01-09.htm#bbc>

<http://www.leasingnews.org/archives/April%202009/04-29-09.htm#bbc>

<http://www.leasingnews.org/archives/April%202009/04-08-09.htm#bbc>

<http://www.leasingnews.org/archives/January%202009/01-28-09.htm#bbc>

<http://www.leasingnews.org/archives/January%202009/01-14-09.htm#bbc>

As important, depending if you were the vendor not paid or broker not paid, here are stories about IFC Credit and its involvement in NorVergence cases as well as the subsequent bankruptcy:

http://www.leasingnews.org/Conscious-Top%20Stories/IFC_stories.htm

From here you can contact Marcus Davin, Benchmark Financial Group (ironically his company has appeared in Bulletin Board Complaints), or Len Ludwig of First Portland Capital, both companies purchased by Trebels, or John Boettingheimer, former president of Pioneer Capital, who for months told brokers not to send deals as he could not fund them and took care of vendors without Trebels help---talk to him or the original founder of Pioneer Capital, Bernie Boettingheimer; others caught in claiming money owed were Askounis & Darcy, PC, \$167,588 for NorVergence lease work; \$1 million settled with the FTC re: NorVergence leases never reimbursed; \$100,000 owed to the plaintiff in Texas in the many appeals in the loss of the SOS case over \$11,000 which also had a "hold back," which was not disclosed and one of the reasons they

lost as got caught in a lie (ruled by the court, not an allegation.) IFC paid one payment \$10,000 and S.O.S. was owed \$100,000 payable at \$15,000 a month, then \$16,000 and final of \$16,500.

And these companies, from the BK report:

West Suburban Bank, Lombard, IL. \$15 million

Ben Franklin Bank of Illinois, Arlington Heights, IL \$1 million

PPF Bank and Trust (no amount)

First National Bank McHenry, Richmond, IL \$1 million

DZ Bank, New York, NY \$75 million

Northside Community Bank, Niles, IL \$2 million

First Chicago Bank and Trust, Chicago, IL \$10 million

George Washington Savings Bank, Oakland Park (residual loans)

Albany Bank, Chicago, IL (no amount)

American Bank & Trust, Davenport, IA (no amount)

Lakeside Bank, Chicago, IL (no amount)

Parkway Bank, Harwood Heights, IL (no amount)

Signature Bank, Chicago \$500,000

Total: \$92 million

Discount Sources: Portfolio

Coactive Capital Partners, Horsham, PA

Court Square/ Manufactures and Traders Trust

Lakeland Bank

USBC, Marshall, MN

Susequenna/Patriot, Pottstown, PA

Commercial National Bank, Fullerton, Calif.

LEAF Financial, Philadelphia, PA

This may be considered "alleged," but ask the president of this company:

"CoActiv Capital Partners of Horsham, Pennsylvania on July 9, 2009 filed a suit for over \$2 million against IFC Credit Corporation, Morton Grove, Illinois, one of their funding groups, and the two main principals, claiming the officers

committed fraud as individuals, specifically not paying off leases when the lessee terminated early, and knowing that the company was 'essential insolvent' for almost a year.

There is the \$1 million complaint filed from an investor in California, perhaps another "allegation," or the many from brokers who discounted leases with security deposits some 10% and 20% to be returned at the end of the lease by the original lessor (that's right, any claim for money will have to come from the bankruptcy court and not where the lease was assigned by IFC with the original discounter on the hook to the lessee.)

Doug, if the above does not answer your question, perhaps the Leasing News "Mission" may. It appears in the bottom tool bar in each news edition as well as the web news policy. (1)

In addition to readers who took their name off the connection, several made comments, such as:

"In theory, I agree that if you do not are not inclined to do business with a person or company why accept them on linked in? From your list, I would believe that all those people are willing or already do business with Mr. Trebels.

"In the USA you are not guilty until a court finds you guilty but word of mouth goes a long way in this business which is built on relationships. We choose to do business with those that we believe to be ethical. When I hear from friends in the business about people and companies who are not ethical...we then choose not to do business with them. Simple as that. "

Deborah J. Monosson

President

BOSTON FINANCIAL & EQUITY CORPORATION

P.O Box 15071

Boston|MA|02215

617-267-2900

bfec.com

CLP Standards of Professional Conduct

"A Certified Lease Professional will always strive to conduct all business dealings in an honest, ethical, and professional manner.

A Certified Lease Professional will respect ownership of funds delivered as advanced fees or security deposits and will treat in a fiduciary capacity all funds received in that capacity.

A Certified Lease Professional will strive to constantly gain additional education to improve his/her professional competency and will work to promote education and integrity within the leasing industry.

A Certified Lease Professional will never knowingly make false or misleading statements to his/her employer, employees, customers, vendors, brokers or funding sources.

A Certified Lease Professional will never be involved in fraudulent activities.

A Certified Lease Professional will act in a leadership role in the industry and always be held to the highest standards of conduct applicable to the industry."

Disclosure: no position

Sports complex sparks lawsuit

By Peter Rebhahn, Star-Times Apr 30, 2011

The developer of a \$30-million sports complex in Juneau County has sued consultants and engineers hired for the project for breach of contract, misrepresentation and negligence the developer claims all led to project delays and added costs.

The 31-page complaint filed in Juneau County Circuit Court by an attorney for the Woodside Sports Complex names Egg Harbor-based H&K Sports Fields, Waukesha-based Midwest Engineering Services and Environmental Systems Technology & Research, based in Brussels, Wis.

The complaint also names executives, principals or employees of each of the companies.

The complicated civil suit - the complaint with attachments runs to 70 pages - stems from a series of alleged agreements in 2009 and 2010 with H&K for planning, financing and marketing of

the 200-acre sports complex in the town of Lemonweir a few miles east of Mauston.

Work began last fall at the site, located on the 1,300-acre Woodside Ranch, a popular dude ranch and family attraction.

Virginia Barton, Woodside Ranch general manager, said Friday that work on the sports complex had not stopped. "Only the weather" was impeding work at the site, Barton said.

Woodside Ranch is owned by Damon Zumwalt, CEO and founder of Contemporary Services Corp., which provides security and crowd control for major events from its California headquarters and more than 40 branch locations nationwide.

Two partners, including a former Major League Baseball star, withdrew from the project last year, apparently leaving Zumwalt as the sole principal.

Zumwalt did not immediately respond to a phone message left Friday.

Among other things, the lawsuit claims that H&K agreed to find corporate sponsors and promotional partners for a set fee and 1.5 percent of "the total secured fees between Woodside and the sponsor or partner, ..."

The suit alleges that H&K failed to prepare documents, failed to find funding for the project, failed to communicate with developers or to develop a proposal for potential sponsors or partners.

The complaint also alleges that Woodside followed H&K's recommendation to hire Engineering Services and Environmental Systems Technology & Research (ESTR) to design and install a wastewater treatment system to meet state Department of Natural Resources' permit requirements.

The suit claims that neither company disclosed that ESTR planned to use a proprietary wastewater system, invented and patented by an ESTR principal, **Gaylen LaCrosse**, that later failed to meet DNR requirements.

The proprietary system had no track record of approval by state regulators for the planned application and was more

**Gaylen LaCrosse & Michael Flaherty
of Door County, WI are partners with
Eric Decator & Louis Stern
of Cook County, IL in
ARLAND CLEAN FUELS LLC /
GENERATION CLEAN FUELS LLC**

expensive than other systems already backed and recommended by the DNR, the complaint alleges.

In addition, the complaint alleges that the companies attempted to hide that the proposed wastewater system had run afoul of DNR regulators and that H&K later incorrectly claimed that the agency had issued the needed permit and that the company had also obtained related loans and grants.

ESTR later allegedly hired Midwest Engineering Services (MES) to assist with obtaining the DNR

permit without notifying Woodside, according to the complaint.

The employee MES assigned to the project, Jeffrey Fischer, had previously surrendered his state license to work as a professional geologist after felony fraud convictions related to the state's Petroleum Environmental Cleanup Fund and had no expertise in wastewater systems, the suit claims.

The suit also claims that H&K was negligent in not disclosing that a company executive, **Terry Gaouette**, had pleaded guilty to falsifying financial

TERRY GAOUCETTE is the signatory Lessee as Executive VP & CFO of Arland Clean Fuels, LLC / Generation Clean Fuels LLC and Arland Energy Systems LLC in the 09/24/12 Master Lease Agreement between ACF / GCF and Naples, FL Veterans Capital Corp. for which Joseph E. Wold Jr. is President.

Veterans Capital Corp. was to lease a “poly conversion liquefaction machine” to be manufactured by Spartan, Inc of Bakersfield, CA, for which the President was ACF/GCF Principal Louis Stern.

ACF / GCF CEO Louis Stern signed Lease & Service Agreements with OSGC CEO / GBRE Chair Kevin Corneliusa on 05/24/13 and 06/10/13 resulting in ACF / GCF filing a \$400 Million lawsuit against the Oneida Nation of Wisconsin which appears to be an extortion racket designed to defraud the ONWI General Tribal Council of MULTIMILLIONS, in defense of which OSGC & GBRE are engaged in malicious litigation against the City of Green Bay via their counsel GODFREY & KAHN S.C.

records of the Milwaukee Public Museum when he served as a top museum executive.

The suit seeks recovery of money paid to the companies and unspecified damages.

The three companies have filed separate responses in which each denies allegations or presents alternative explanations for events. Gaouette filed a separate response in which he asks for the suit against him to be dismissed.

"Plaintiffs have thrown together a 185-paragraph complaint in an effort to confuse the facts and state claims where none exist," Gaouette's response states.

H&K has also counterclaimed, alleging that Woodside "trumped up" allegations against the company.

When complete, the sports complex will be home to 17 baseball fields, seven multi-use fields, an indoor instructional facility, two dining halls, two arcades and two dormitories.

Woodside officials have said that the sports complex could attract as many as 10,000 people daily during peak summer months.

Sports Complex to open in fall

Woodside Sports Complex breaks ground

prebhahn-at-capitalnewspapers-dot-com

Department of Justice

Office of Public Affairs

FOR IMMEDIATE RELEASE

Tuesday, January 17, 2012

Marubeni Corporation Resolves Foreign Corrupt Practices Act Investigation and Agrees to Pay a \$54.6 Million Criminal Penalty

\$1.7 Billion in Total Penalties and Forfeiture Orders Obtained for Scheme to Bribe Nigerian Government Officials to Obtain Contracts

WASHINGTON – Marubeni Corporation has agreed to pay a \$54.6 million criminal penalty to resolve charges related to the Foreign Corrupt Practices Act (FCPA) for its participation in a decade-long scheme to bribe Nigerian government officials to obtain engineering, procurement and construction (EPC) contracts, the Justice Department's Criminal Division announced today.

The department filed a deferred prosecution agreement and a criminal information today against Marubeni in U.S. District Court for the Southern District of Texas. The two-count information charges Marubeni with one count of conspiracy and one count of aiding and abetting violations of the FCPA. Marubeni is a Japanese trading company headquartered in Tokyo.

According to court documents, Marubeni was hired as an agent by the four-company TSKJ joint venture to help TSKJ obtain and retain EPC contracts to build liquefied natural gas (LNG) facilities on Bonny Island, Nigeria, by offering to pay and paying bribes to Nigerian government officials, among other means. TSKJ was comprised of Technip S.A., Snamprogetti Netherlands B.V., Kellogg Brown & Root Inc. (KBR) and JGC Corporation. Between 1995 and 2004, TSKJ was awarded four EPC contracts, valued at more than \$6 billion, by Nigeria LNG Ltd. to build the LNG facilities on Bonny Island. The government-owned Nigerian National Petroleum Corporation was the largest shareholder of NLNG, owning 49 percent of the company.

According to court documents, to assist in obtaining and retaining the EPC contracts, the joint venture hired two agents – Marubeni and Jeffrey Tesler, a U.K. solicitor – to pay bribes to a wide range of Nigerian government officials. The joint venture hired Tesler as a consultant to pay bribes to high-level Nigerian government officials, including top-level executive branch officials, and hired Marubeni to pay bribes to lower-level Nigerian government officials. At crucial junctures preceding the award of EPC contracts, a number of co-conspirators, including on two occasions an employee of Marubeni, met with successive holders of a top-level office in the executive branch of the Nigerian government to ask the office holders to designate a representative with whom TSKJ should negotiate bribes to Nigerian government officials. TSKJ paid approximately \$132 million to a Gibraltar corporation controlled by Tesler and \$51 million to Marubeni during the course of the bribery scheme and intended for these payments to be used, in part, for bribes to Nigerian government officials.

Under the terms of the deferred prosecution agreement, the department agreed to defer prosecution of Marubeni for two years. Marubeni agreed to retain a corporate compliance consultant for a term of two years to review the design and implementation of its compliance program, to enhance its compliance program to ensure that it satisfies certain standards and to cooperate with the department in ongoing investigations. If Marubeni abides by the terms of the deferred prosecution agreement, the department will dismiss the criminal information when the term of the agreement expires.

“With today’s resolution, the department has held accountable all five of the corporations that participated in the massive, decade-long scheme to bribe Nigerian government officials in connection with the so-called Bonny Island project,” said Mythili Raman, Principal Deputy Assistant Attorney General of the Justice Department’s Criminal Division. “As a result of this extensive investigation, the department and our partners have obtained more than \$1.7 billion in penalties and forfeiture orders from the joint venture partners, their agents and individuals who sought illegally to obtain the Bonny Island contracts. Several individuals also have pleaded guilty for their roles in the scheme. Our FCPA enforcement efforts are an essential part of our comprehensive approach to rooting out corruption across the globe.”

In a **related criminal case**, KBR’s successor company, Kellogg Brown & Root LLC, pleaded guilty in February 2009 to FCPA-related charges for its participation in the scheme to bribe Nigerian government officials. Kellogg Brown & Root LLC was ordered to pay a \$402 million fine and to retain an independent compliance monitor for a three-year period to review the design and implementation of its compliance program. In another related criminal case, the department filed a deferred prosecution agreement and criminal information against Technip in June 2010. According to that agreement, Technip agreed to pay a \$240 million criminal penalty and to retain an independent compliance monitor for two years. In July 2010, the department filed a deferred prosecution agreement and criminal information against Snamprogetti, which also agreed to pay a \$240 million criminal penalty. In April 2011, the department filed a deferred prosecution agreement and criminal information against JGC, in which JGC agreed to pay a \$218.8 million criminal penalty and to retain an independent compliance consultant for two years.

In other related criminal cases, KBR’s former CEO, Albert “Jack” Stanley, pleaded guilty in September 2008 to conspiring to violate the FCPA for his participation in the **bribery scheme**. Tesler and Wojciech J. Chodan, a former salesperson and consultant of a United Kingdom subsidiary of KBR, were indicted in February 2009 on FCPA-related charges for their participation in the bribery scheme. In March 2011, Tesler was extradited from the United Kingdom and subsequently pleaded guilty to conspiring to violate and violating the FCPA and agreed to forfeit \$148,964,568. In December 2010, Chodan was extradited from the United Kingdom and subsequently pleaded guilty to conspiring to violate the FCPA and agreed to forfeit \$726,885.

The criminal case is being prosecuted by Assistant Chief William J. Stuckwisch and Deputy Chief Patrick F. Stokes of the Criminal Division’s Fraud Section, with investigative assistance from the FBI-Houston Division. The Criminal Division’s Office of International Affairs and the SEC’s Division of Enforcement provided substantial assistance. Significant assistance was provided by authorities in France, Italy, Switzerland and the United Kingdom.

Component(s):

Criminal Division

Press Release Number:

12-060

Updated September 15, 2014



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PIC to Operate New Biomass Gasification Plant

Posted on Tuesday, January 24th, 2012

ATLANTA (January 24, 2012) – PIC is pleased to announce that it has entered into a full care, custody and control Operations and Maintenance agreement with Oneida Energy for a new biomass gasification project located in Green Bay, Wisconsin.

Currently being constructed, the waste-to-energy power plant will convert municipal solid waste into electricity using a pyrolysis gasification process. Once completed, the plant is projected to consume 150 tons of household waste per day and to deliver five megawatts of electricity per hour. The electricity will be sold to Wisconsin Public Service and will power 3,000 to 4,000 homes.

"While pyrolysis gasification is new to the U.S. power industry, PIC is able to translate its current biomass and diesel engine expertise to this project. Direct experience with this new process will expand PIC's portfolio and open us up to similar opportunities in the future," explained Joe Bono, PIC's Director of Business Development for O&M Services.

PIC will begin mobilization in early 2012, with an expected Commercial Operation date set for the end of the year. PIC has signed an exclusive seven year agreement with Oneida Energy to provide O&M services for Oneida Energy's future biomass gasification projects that will utilize the same technology as the Green Bay facility.

Oneida Seven Generations Corporation is a tribally and state-chartered corporation organized under the laws of the State of Wisconsin and authorized by the Oneida Tribe of Indians of Wisconsin. OSGC has organized an autonomous tribal enterprise to develop, build and operate an energy recovery facility that will generate electricity from waste. The organization's primary goals are to establish a state-of-the-art energy recovery facility that will serve as a joint development between the tribe, county and local communities as well as to demonstrate the benefits of using waste and other residual materials as a fuel in an environmentally friendly manner.

2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L06000115245

FILED
Apr 10, 2012
Secretary of State

Entity Name: GULF POINTE CAPITAL, LLC

Current Principal Place of Business:

1740 PERSIMMON DRIVE
SUITE 100
NAPLES, FL 34109

New Principal Place of Business:

Current Mailing Address:

1740 PERSIMMON DRIVE
SUITE 100
NAPLES, FL 34109

New Mailing Address:

FEI Number: 74-3200748

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

ASPEN OPPORTUNITY FUND, LP
1740 PERSIMMON DRIVE
SUITE 100
NAPLES, FL 34109 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: JONES, STEVEN C
Address: 1740 PERSIMMON DRIVE
City-St-Zip: NAPLES, FL 34109

Title: MGR
Name: WOLD, JOSEPH E
Address: 1385 ARECA COVE
City-St-Zip: NAPLES, FL 34119

Title: MGR
Name: PETERSON, PETER M
Address: 2402 S. ARDSON PLACE
City-St-Zip: TAMPA, FL 33629

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: STEVEN C. JONES

MGR

04/10/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

2014 MAY 22 PM 12:11

CASE NO.:

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS, FLORIDA

GENERATION CLEAN FUELS, LLC,
a Delaware Limited Liability Company,

Plaintiff,

2: 14-cv-283-FTM-29DNF

vs.

VETERANS CAPITAL CORP., a Florida
Corporation,

Defendant.

COMPLAINT

Plaintiff, **GENERATION CLEAN FUELS, LLC (GCF)**, by and through its undersigned attorneys, sues Defendant, VETERANS CAPITAL CORP. ("Veterans"), and alleges as follows:
Joseph E. Wold, President

PARTIES

1. Plaintiff GCF, formerly known as Arland Clean Fuels, LLC, is a limited liability company organized under the laws of the State of Delaware with its principal place of business located in Cook County, Illinois.

2. The members of GCF include four individuals and a limited liability company.

3. Two of the individual members are residents of Cook County, Illinois.

Eric Decator & Louis Stern

4. The other two individual members are residents of Door County, Wisconsin.

Gaylen LaCrosse & Michael Flaherty

5. The limited liability company member is a limited liability company organized under the laws of the State of Illinois with its principal place of business located in Cook County, Illinois, all of whose members and managers are residents of Cook County, Illinois.

6. Defendant, Veterans, is a corporation organized under the laws of the State of Florida with, on information and belief, its principal place of business located at 1385 Areca Cove, Naples, Florida.

JURISDICTION AND VENUE

7. This court has jurisdiction pursuant to 28 U.S.C.A. §1332(a) in that this matter involves a sum which exceeds the amount or value of \$75,000.00, exclusive of interest and costs and is between citizens of different states.

8. Venue in this district is appropriate under 28 U.S.C. § 1391(b) (1) because the Defendant Veterans is a Florida corporation with its principal place of business in this judicial district.

FACTS

9. GCF and Veterans entered into a written agreement, dated August 31, 2012 (the “Master Lease”), pursuant to which Veterans agreed to lease to GCF a poly conversion liquefaction Machine (“Machine”) to be manufactured by Spartan, Inc., a California corporation Louis Stern, President (“Spartan”). A true and complete copy of the Master Lease is attached hereto as Exhibit A.

10. Section 4(a) of the Master Lease provides, in pertinent part, that:

The Initial Term Start Date and the Lease Commencement Date are set forth and defined in the applicable Schedule. The Monthly Rent accrues from the Lease Commencement Date. The Monthly Rent amounts specified and defined in the applicable Schedule are payable on the same day of each month as the Initial Term Start Date. Lessor shall, at its option, have the right to automatically transfer funds from the Lessee’s bank account to pay the Monthly Rent and any other amounts due hereunder on the date such amounts become due.

11. Schedule I to the Master Lease provides, in pertinent part, that:

The term of this Lease Schedule shall begin on the date Lessee [i.e., GCF] executes a Certificate of Acceptance (the “Lease Commencement Date”) and shall continue for a period of thirty six (36) months beginning on

_____ (the "Initial Term Start Date")Lessee shall pay as monthly rental during the Initial Term of \$31,908.60 plus applicable taxes, which amount shall be due and payable on the same day of each month as the Initial Term Start Date.

12. GCF has never executed a Certificate of Acceptance. Therefore, the term of the Master Lease has not yet begun.

13. No Machine was ever purchased by Veterans and leased to GCF as required by the Master Lease.

14. Pursuant to an Equipment Manufacture and Purchase Agreement, dated August 15, 2012 (the "Purchase Agreement"), between GCF and Spartan, Spartan agreed to manufacture the Machine, which was to be located in Cheboygan, Michigan. A true and complete copy of the Purchase Agreement is attached hereto as Exhibit B.

15. Pursuant to the Purchase Agreement, the cost of the Machine was \$2,100,000.00.

16. Pursuant to a Performance Guarantee Agreement, dated August 20, 2012 (the "Guaranty Agreement"), between Veterans and GCF, Veterans agreed to fund \$900,000 to Spartan for the manufacture of the Machine. A true and complete copy of the Guaranty Agreement is attached hereto as Exhibit C.

17. Pursuant to the Guarantee Agreement, GCF was required to obtain an Irrevocable Letter of Credit in the stated amount of \$500,000.00, with Veterans as the beneficiary.

18. On September 13, 2012, GCF caused Morgan Stanley Bank, N.A. ("Morgan Stanley") to issue to Veterans an Irrevocable Letter of Credit in the stated amount of \$500,000.00, with Veterans as the beneficiary. A true and complete copy of the Irrevocable Letter of Credit, as amended through the date hereof (as so amended, the "Letter of Credit"), is attached hereto as Exhibit D.

19. Veterans has never made any payments to Spartan as contemplated by the Guaranty Agreement.

20. On or about September 13, 2012, Veterans made an advance to GCF of \$450,000.

21. Since the term of the Master Lease has not yet commenced, the advance was not made pursuant to the Master Lease and can only be accurately characterized as a loan.

22. In a letter, dated May 2, 2014, from Veterans to GCF, Veterans characterized the \$450,000 as "the amount we advanced."

23. Commencing on November 1, 2012, and on the first day of each calendar month thereafter through April 1, 2014, Veterans has withdrawn from GCF's bank account, or required GCF to transmit to it, a payment on the advance made to GCF by Veterans.

24. As of the date of the filing of this complaint, GCF has paid to Veterans the sum of \$321,001.05 as payments related to the \$450,000 advance made to it by Veterans.

25. Joseph E. Wold, Jr., the President of Veterans, has informed GCF that none of the payments which GCF has made to Veterans have reduced the principal balance of the advance. In other words, Veterans, has applied all of the payments made by GCF as interest on the \$450,000 advance.

26. If all of the payments made to Veterans by GCF are classified as interest, they represent an interest rate in excess of 44% per annum.

27. Plaintiff, GCF, has been required to retain undersigned counsel to represent it in this matter and has agreed to pay it a reasonable fee for its services.

**COUNT I
ACTION FOR DECLARATORY JUDGMENT**

28. Plaintiff repeats and realleges the allegations of paragraphs 1 through 27 of this complaint as if fully set forth herein.

29. This is an action for a declaratory judgment pursuant to 28 U.S.C. § 2201.

30. The parties are in dispute with regard to the Master Lease and related documents regarding the transaction contemplated in the Master Lease.

31. Upon information and belief, Veterans believes that the Master Lease is a viable agreement and that lease payments pursuant to the Master Lease are due and owing.

32. GCF contends that the Master Lease, by its terms, has not commenced and that payments made constitute partial repayment of a loan.

33. The parties have a dispute as to their rights and obligations under the Master Lease and related documents.

34. Plaintiff GCF requests that this court take jurisdiction of the matter and determine the rights and obligations of the parties.

WHEREFORE, Plaintiff GCF demands that the court enter a declaratory judgment determining the parties' rights and obligations under the Master Lease and related documents and granting such other and further relief as the court deems just and proper.

COUNT II USURY

35. Plaintiff repeats and re-alleges paragraphs 1 through 27 of this complaint as if fully set forth herein.

36. Pursuant to Florida law, a contract for payment of interest on a loan which is in excess of 18% per annum simple interest is defined as usurious. §687.02(1), *Florida Statutes*.

37. By requiring GCF to obtain the Letter of Credit for an amount in excess of the principal balance of the loan, any risk allotted to Veterans pursuant to the loan has been assumed by GCF.

38. Florida law is clear that all but high risk loans are subject to the usury statute. "...Florida precedent and the case law on which the Florida precedent was based establishes that there must be a substantial risk, i.e., a chance of losing one's whole investment, in order for a financing transaction to be exempted from the usury statute." *Beausejour Corp., N.V. v. Offshore Dev. Co. Inc.*, 802 F. 2d 1319 (11th Cir. 1986).

39. Veterans willfully and intentionally entered into a usurious and unlawful loan pursuant to the laws of Florida.

40. As a result of the Veteran's egregious conduct, GCF is entitled to damages.

41. Pursuant to §687.147(1), *Florida Statutes*, GCF is entitled to an award of punitive damages and reasonable attorney's fees and costs against Veterans.

WHEREFORE, Plaintiff demands judgment in its favor and against defendant Veterans as follows:

A. Declaring that the \$450,000 advance made to GCF by Veterans was a loan that violated §687.02(1), *Florida Statutes*;

B. Restraining/enjoining Veterans from drawing on the Letter of Credit;

C. Compensatory damages in an amount equal to the amount of interest paid to Veterans by GCF;

D. Judgment for punitive damages in an amount no less than the \$450,000 original principal amount of the advance;

E. An award of reasonable attorneys' fees and costs incurred herein; and

F. Such other and further relief as the court may deem just and proper.

**COUNT III
UNJUST ENRICHMENT**

42. Plaintiff repeats and re-alleges paragraphs 1 through 27 of the complaint as if fully set forth herein.

43. Prior to the commencement of the Master Lease, Veterans loaned GCF the sum of \$450,000.00.

44. GCF has made seventeen payments to Veterans, totaling \$321,001.05.

45. GCF's expectation was that a portion of the payments taken by Veterans was being used to decrease the balance of the \$450,000 loan Veterans made to GCF.

46. However, Joseph E. Wold, Jr., the President of Veterans, has informed GCF that the total sum of \$321,001.05 paid to Veterans by GCF has been allocated to interest on the advance and that the principal balance of the loan has not decreased.

47. By accepting GCF's payments, yet not allocating any portion thereof to interest, GCF has conferred a benefit to Veterans.

48. Veterans has accepted GCF's payments while prohibiting GCF from decreasing its indebtedness.

49. Veterans has accepted and retained GCF's benefits conferred upon it.

50. It is unconscionable and inequitable for Veterans to benefit from GCF's payments and not reduce the amount owed by GCF on the loan.

WHEREFORE, Plaintiff demands judgment in its favor and against defendant Veterans as follows:

A. Compensatory damages in an amount equal to the amount of interest paid to Veterans by GCF;

B. An award of reasonable attorneys' fees and costs incurred herein; and

C. Such other and further relief as the court may deem just and proper.

HAILE, SHAW & PFAFFENBERGER, P.A.
Attorneys for Plaintiff
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gwoodfield@haileshaw.com
bpetroni@haileshaw.com
eservices@haileshaw.com

By: /s/ Gary A. Woodfield
Gary A. Woodfield, Esq.
Florida Bar No. 563102

Master Lease Agreement

Dated and effective as of August 31, 2012 ("Effective Date"), this MASTER LEASE AGREEMENT ("Agreement") is entered into by and between Veterans Capital Corp, a Florida company with offices at 1385 Arcata Cove, Naples, Florida 34119 and ASC Lease Income, LLC a Delaware limited liability company with offices at 5500 Lake Grove Trail, Petoskey, MI 49770 as Co-Lessor (together with any successor or assignee, "Lessor") and the Lessee and Co-Lessee indicated below (together with any successor or permitted assignee, "Lessee").

LESSEE:

LEGAL NAME: Arland Clean Fuels, LLC and
Arland Energy Systems, LLC (Co-Lessee)
TRADE NAME (if any): ACF
ADDRESS: 630 Davis Street, Suite 300
Evanston, IL 60201

CONTACT and TELEPHONE: Mr. Terry Gacouette, EVP & CFO
847-868-8580

LEGAL ENTITY Type: Delaware Limited Liability Company
State of Organization: Delaware
Date of Establishment: May 2012

LEASE TERMS AND CONDITIONS:

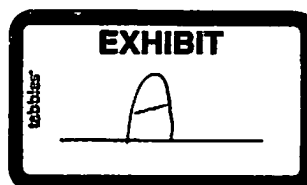
1. **LEASING.** Subject to the terms of this Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment (collectively, the "Equipment" and individually a "unit of Equipment") described in any equipment schedule (a "Schedule") signed by Lessee and approved by Lessor. Schedules may also include a description of software ("Software") to be financed pursuant to the terms of this Agreement. Each Schedule will incorporate all the terms of this Agreement and will constitute a separate agreement for lease of the Equipment and, if applicable, for the payment of any software licensing fee being financed ("Software License Fee") pursuant to this Agreement (each Schedule, collectively with any attachments, riders and related documents, is referred to as, a "Lease"). With respect to each Lease, capitalized terms not defined in this Agreement will have the meanings stated in the applicable Schedule. Unless it purchases the Equipment under Section 14 hereof ("Options"), Lessee does not have any right or interest in the Equipment except as a lessee. This Agreement is effective from the Effective Date, and will continue until all Leases have terminated or expired.

2. **NET LEASE. EACH LEASE IS A NET LEASE AND ALL PAYMENTS HEREUNDER ARE NET TO LESSOR. LESSEE IS UNCONDITIONALLY OBLIGATED TO PAY MONTHLY RENT AND OTHER AMOUNTS DUE UNDER SUCH LEASE REGARDLESS OF ANY DEFECT OR DAMAGE TO EQUIPMENT OR SOFTWARE, OR LOSS OF POSSESSION, USE OR DESTRUCTION FROM ANY CAUSE WHATSOEVER. LESSEE'S OBLIGATIONS CONTINUE UNTIL SPECIFICALLY TERMINATED AS PROVIDED IN SUCH LEASE. LESSEE'S OBLIGATION WILL DISCONTINUE UPON RECEIPT OF FUNDS THROUGH A CASUALTY AND OR INSURANCE PAYMENT THAT SATISFIES THE LEASE OBLIGATION AS PROVIDED IN SUCH LEASE. LESSEE IS NOT ENTITLED TO ANY ABATEMENT, REDUCTION, RECOUPMENT, DEFENSE, OR SET-OFF AGAINST MONTHLY RENT OR OTHER AMOUNTS DUE TO LESSOR OR ITS ASSIGNEE, WHETHER ARISING OUT OF SUCH LEASE OR OUT OF LESSOR'S STRICT LIABILITY OR NEGLIGENCE, FROM ANY THIRD PARTY, OR OTHERWISE.**

3. **PURCHASE OF EQUIPMENT; LICENSE OF SOFTWARE; SERVICE FINANCING.** (a) Lessor is not obligated to purchase or lease a unit of Equipment or advance the Software License Fee to the licensor ("Licensor") unless before each funding date: (i) Lessor receives from Lessee a fully signed and completed Schedule and such other documents as Lessor may require; (ii) Lessee has irrevocably accepted the unit of Equipment for lease from Lessor and the related Software by properly signing and delivering to Lessor a Certificate of Acceptance in a form and substance satisfactory to Lessor; (iii) Lessor has received from Supplier and/or Lessee, if applicable, clear and unencumbered title to the Equipment; (iv) there is no Default; and (v) in Lessor's reasonable discretion, no Material Adverse Change has occurred or is reasonably likely to occur. "Material Adverse Change" means a material adverse change in (A) Lessee's or the Lessee Group's business, operations, properties, prospects, assets or condition (financial or otherwise), (B) Lessee's ability to perform its obligations under this Agreement or any Lease in accordance with its terms, or Lessor's ability to enforce any of its rights and remedies with respect to any Lease in accordance with the terms of this Agreement or any other document, instrument or agreement executed in connection with any Lease, or (C) the Equipment or the Lessor's ownership interest in the Equipment. If Lessor has accepted an assignment of a purchase order but the Lease does not commence, Lessor may reassign the Purchase Order and the Equipment to Lessee without recourse or warranty and Lessee will reimburse Lessor for all expenses incurred on or behalf of Lessor, plus interest at the Overdue Rate. So long as no Default has occurred, Lessor appoints Lessee its agent to inspect and accept the Equipment from Supplier and the Software from Licensor simultaneously with acceptance of the Equipment for lease. For each Schedule, Lessee irrevocably authorizes Lessor to adjust Lessor's Capitalized Cost (as such term is defined in the Schedule) to account for equipment change orders or returns, invoicing errors and similar matters, and agrees to any resulting adjustments in the TRANSACTION TERMS stated in the applicable Schedule. Lessor will send Lessee a written notice stating the final Total Equipment Cost, Total Software Cost and Total Price and TRANSACTION TERMS, if different from those stated in the applicable Schedule.

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Lessee Initials 



(b) Lessee acknowledges that any Software listed on any Schedule, or incorporated as a component of any Equipment listed on a Schedule, is furnished to Lessee under separate software licenses with the Lessor, which governs Lessee's rights to the Software. Upon the occurrence of a Default, in addition to the remedies specified below, Lessor shall be entitled to direct Lessee to cease further use of the Software. Lessee hereby agrees to immediately cease use of the Software upon receipt of direction from Lessor. Lessee further agrees that the detriment that Lessor will suffer as a result of a breach by Lessee of the obligation contained in the foregoing sentence cannot be adequately compensated by monetary damages, and therefore Lessor shall be entitled to injunctive and other equitable relief to enforce this Section 3.

(c) Additionally, the Equipment description may include some items of installation, training and services related to the Equipment or Software ("Services"). Lessee acknowledges that all such Services are provided by the Supplier identified in the Schedule, and that Lessor is financing the costs of such Services under the terms of the applicable Lease.

(d) Lessee's obligation to pay all amounts hereunder shall not be affected by any inadequacy of the Software or Services, by the bankruptcy of any Lessor or any Supplier, by the failure of Lessor to support the Software or the like. Lessee shall look solely to the Lessor for any and all claims related to the Software and to the Supplier for any and all claims related to the Services.

4. TERM, RENT AND TITLE. (a) The Initial Term Start Date and the Lease Commencement Date are set forth and defined in the applicable Schedule. The Monthly Rent accrues from the Lease Commencement Date. The Monthly Rent amounts specified and defined in the applicable Schedule are payable on the same day of each month as the Initial Term Start Date. Lessor shall, at its option, have the right to automatically transfer funds from the Lessee's bank account to pay the Monthly rental and any other amounts due hereunder on the date such amounts become due. Lessee shall, at Lessor's request, execute such documents as Lessor, or Lessee's bank, may reasonably request in order to implement such transfer. Rental per day for the period from the Lease Commencement Date specified in the Schedule to the Initial Term Start Date shall be equal to 1/30th of the Lease Rental Payment and shall be due in advance of the Initial Term Start Date. If Monthly Rent is not paid within ten (10) days of its due date, Lessee agrees to pay a late charge of ten cents (\$0.10) per dollar on, and in addition to, such Monthly Rent, but not exceeding the lawful maximum, if any. Advance Rent, if any, as specified and defined in the Schedule is applied to the first Monthly Rent due and then to the final Monthly Rents or, at Lessor's option, to the payment of any overdue obligation of Lessee. Lessor is not required to: (i) refund any Advance Rent or Monthly Rent; (ii) pay any interest on Advance Rent; or (iii) keep Advance Rent in a separate account. If Lessor shall at any time accept Rent after it shall become due or shall accept less than the total amount due, such acceptance shall not constitute a release or an accord and satisfaction of any greater sum due, nor shall such acceptance be construed as a waiver of any or all of Lessor's rights hereunder.

(b) This is an agreement of lease only. Lessee shall have no right, title or interest in or to the Equipment lease hereunder, except as to the use thereof subject to the terms and conditions of this Agreement. The Equipment is and shall remain the sole and exclusive property of Lessor or its assignees. Lessor and Lessee intend that the Equipment is to remain personal property of Lessor.

(c) In the event of a Default, until Lessee has complied with Section 6(d) ("Use, Operation, Return of Equipment") Lessee shall pay Lessor Monthly Rent, as liquidated damages for lost rentals and not as a penalty, such payment to be computed on a daily basis (with one day's rent being 1/30th of the Monthly Rent) until the Equipment is returned. Lessee's obligations and all other provisions of this Lease continue until such time.

5. TAXES. Lessee agrees to pay promptly as additional rent all license and registration fees and all taxes (excluding taxes on Lessor's net income) together with penalties and interest (collectively, "Taxes") assessed against Lessor, Lessee, the applicable Lease, the Equipment, the Software, the purchase (including purchase by Lessee), sale, ownership, delivery, leasing, possession, use, operation or return of the Equipment or its proceeds (such additional rent, together with Monthly Rent and Advance Rent is hereinafter collectively referred to as "Rent"). Where permitted by applicable law Lessee will report all Taxes. Lessee will reimburse Lessor on demand for any Taxes paid by Lessor. If such taxes or fees are levied against the Lessor, or if Lessee fails to make any payment required hereby, the Lessor shall have the right, but not the obligation, to pay such taxes or fees, whether levied against the Lessor or the Lessee. In such event the Lessee shall reimburse the Lessor therefore within five (5) days after the receipt of an invoice and for the failure to make such reimbursement when due the Lessor shall have all remedies provided herein with respect to the nonpayment of Rent hereunder. Lessee shall give Lessor immediate notice of any attachment or other judicial process, liens, or encumbrances affecting the Equipment and shall indemnify and save Lessor harmless from any loss or damage caused thereby.

6. USE, OPERATION, RETURN OF EQUIPMENT. (a) Lessee agrees at its own expense to: (i) maintain the Equipment in condition suitable for certification by the manufacturer (if certification is available) and in any event in good operating condition; (ii) use the Equipment and Software solely for business purposes, in the manner for which it was intended and in compliance with all applicable laws and manufacturer requirements or recommendations; (iii) pay all expenses, fines, and penalties related to the use, operation, condition or maintenance of the Equipment and Software; and (iv) comply with all license and copyright requirements of any Software.

(b) Lessee may affix or install any accessory, addition, upgrade, equipment or device on the Equipment or Software ("Additions") provided that such Additions (i) can be removed without causing damage to the Equipment or Software, (ii) do not reduce the value of the Equipment or Software and (iii) are obtained from the manufacturer or an approved affiliate and are not subject to the interest of any third party other than Lessor. Any other Additions may not be installed without Lessor's prior written consent with such consent not to be unreasonably withheld. At the end of the Initial Term or the Renewal Term (as applicable, the "Term"), Lessee shall remove any Additions which (i) were not leased by Lessor and (ii) are readily removable without causing damage or impairment of the intended function, use, or value of the Equipment or Software and Lessee shall restore the Equipment to its original configurations. Any Additions, which are not so removable, will become the Lessor's property, free and clear of all claims, liens and encumbrances of any nature whatsoever. Lessee agrees to pay all costs for parts, alterations, and additions to the Equipment and Software (including those required by law), all of which will become

the property of Lessor. Lessee agrees not to install any Equipment or Software, if any, inside any other personal property of Lessee. Lessee will not relocate any unit of Equipment from the Equipment Location stated on a Schedule without the prior written approval of Lessor (which shall not be unreasonably withheld). Lessor may inspect the Equipment during normal business hours. At Lessor's request, Lessee will attach identifying labels supplied by Lessor showing Lessor's ownership in a prominent position on each unit of Equipment.

(c) Provided that there is no Default, Lessee is authorized on behalf of Lessor to enforce in its own name (and at its own expense) any warranty, indemnity or right to damages related to the Equipment and Software which Lessor has against the Supplier.

(d) At the end of the Initial Term of the Lease as set forth and defined in the applicable Schedule or any Renewal Term as set forth and defined in the applicable Schedule, or upon any early termination of the Lease (whether upon a Default or otherwise), Lessee agrees, at its own expense and risk, (i) to pay for any repairs and to replace any parts required to place the Equipment in the same condition as when received by Lessee, reasonable wear and tear excepted and to provide certification from the manufacturer or a manufacturer approved maintenance provider acceptable to Lessor that the Equipment (a) has been tested and is operating in accordance with the manufacturer's specifications (together with a report detailing the condition of the Equipment), the results of such tests and inspections and all repairs that were performed after such tests and inspections and (b) that the Equipment qualifies for the manufacturer's used equipment maintenance program, (ii) to pay for any cleaning and treatment to the Equipment for damage or otherwise, all in accordance with the manufacturer's recommendations and consistent with the best practices of dealers in used equipment that is similar to the Equipment, (iii) to cause the removal of all Lessee installed markings or labels which are not necessary for the operation, maintenance or repair of the Equipment, (iv) to ensure that the Equipment is in compliance with all applicable laws, rules and regulations, (v) to cause the Equipment to be disassembled, disinstalled and packed in accordance with the manufacturer's recommendations by or under the supervision of the manufacturer or any other person acceptable to Lessor (without limitation, Lessee shall cause all internal fluids to be drained and disposed of or filled and secured in accordance with the manufacturer's recommendations and in accordance with all laws, rules and regulations), and (vi) to deliver the Equipment freight and insurance prepaid, to a carrier selected by Lessor and to otherwise provide for the transportation of the Equipment in a manner consistent with the manufacturer's recommendations and practices to any location within the continental United States as Lessor shall direct and to have the Equipment unloaded at such location on a date specified by Lessor. Each item of Equipment shall match the description and serial numbers set forth on the applicable Schedule.

(e) If Lessee notifies Lessor that it intends to return the Equipment pursuant to Section 14, Lessee shall include with such notice the following: (i) a detailed inventory of the Equipment (including the model and serial number of each major component thereof), including, without limitation, all internal circuit boards and software features; (ii) complete Equipment configurations, setup and operation diagrams, maintenance records and other data that may be reasonably requested by Lessor concerning the configuration and operation of the Equipment; and (iii) not later than sixty (60) days prior to the expiration or other termination of the Lease; and upon Lessor's request, Lessee shall make the Equipment available for on-site operational inspection by persons designated by Lessor.

If a Lease is terminated as a result of a Default, Lessee shall also, upon Lessor's request, return all copies of the Software to the Licensor (or any other party designated by Lessor).

7. DISCLAIMER. LESSEE AGREES THAT: (1) LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OR LICENSOR OF THE EQUIPMENT OR SOFTWARE (IF ANY) OR THE REPRESENTATIVE OF ANY OF THEM; (2) LESSOR IS NOT REQUIRED TO ENFORCE ANY MANUFACTURER'S WARRANTIES ON BEHALF OF ITSELF OR OF LESSEE; (3) LESSOR IS NOT OBLIGATED TO INSPECT THE EQUIPMENT OR SOFTWARE; (4) LESSOR DOES NOT MAKE, AND HAS NOT MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP OR SOFTWARE; (5) LESSOR DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF, OR AS TO TITLE TO, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SOFTWARE. LESSEE FURTHER AGREES THAT LESSOR SHALL NOT BE LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR SOFTWARE OR BY ITS INADEQUACY OR BY ANY EQUIPMENT OR SOFTWARE DEFECT, WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, LOSS OR DAMAGE. LESSOR SHALL NOT HAVE ANY LIABILITY TO LESSEE OR ANY OTHER PERSON AND LESSEE AGREES NOT TO ASSERT ANY CLAIM AGAINST LESSOR WITH RESPECT TO ANY OF THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OF LESSOR: (1) THE USE, OPERATION OR PERFORMANCE OF THE EQUIPMENT OR SOFTWARE; (2) ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR LOSS OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND WHICH ARE ATTRIBUTABLE TO THE EQUIPMENT OR SOFTWARE; OR (3) THE DELIVERY, SERVICING, MAINTENANCE, REPAIR, IMPROVEMENT OR REPLACEMENT OF THE EQUIPMENT OR SOFTWARE.

8. LOSS OR DAMAGE; CASUALTY VALUE. Lessee assumes the risk of any disappearance of or damage to any part of the Equipment or Software from any cause whatsoever. Within ten (10) days of learning of any condemnation or other circumstance where the Equipment or Software is, in Lessee's reasonable opinion, irreparably damaged or permanently unfit for use ("Casualty") Lessee will provide Lessor full details of the Casualty and will pay to Lessor an amount equal to (i) the sum of all unpaid and future Monthly Rents under the applicable Lease, with each such payment discounted to its net present value at a simple interest rate equal to six percent (6%) per annum (or if not permitted by applicable law, the lowest permitted rate) from the due date of each such payment to the Monthly Rent payment date immediately preceding the date of the Casualty; plus (ii) Lessor's residual interest in such Equipment (herein agreed to be the greater of the fair market value of the Equipment at the expiration of the Lease or twenty (20%) percent of Lessor's Capitalized Cost plus any other amounts due Lessor or its assignee ("Casualty Value"). Monthly Rent will continue to accrue without abatement until Lessor

receives the Casualty Value and all other amounts (including Monthly Rent payments) then due under the applicable Lease, at which time the Lease will terminate. Upon payments pursuant to this Section, together with payment of all other sums owing on said Lease to and including such payment date, Lessor will transfer title to the affected Equipment to Lessee "as is", "where is", "with all faults", and without warranty, express or implied.

9. **INSURANCE.** Lessee agrees, at its own expense, to keep the Equipment insured with companies acceptable to Lessor and to maintain primary coverage consisting of (i) actual cash value all risk insurance on the Equipment, naming Lessor and its assigns as loss payee and (ii) single limit public liability and property damage insurance of not less than \$1,000,000 per occurrence (or such other amounts as Lessor may require by notice to Lessee) naming Lessee as insured and Lessor and its assigns as additional insured. The insurance will provide for not less than thirty (30) days notice to Lessor of material changes in or cancellation of the policy. Premiums for all such insurance will be prepaid. Lessee will deliver evidence of such insurance to Lessor upon request, and will promptly provide to Lessor all information pertinent to any occurrence which may become the basis of a claim. Lessee will not make claim adjustments with insurers except with Lessor's prior written consent, such consent to be granted or withheld in Lessor's sole discretion. Unless Lessee provides satisfactory evidence of the insurance coverage required herein, Lessor may, but is not required to, purchase insurance at Lessee's expense to protect Lessor's interest in the Equipment. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor purchases may not pay any claim that Lessee makes or any claim that is made against Lessee in connection with the Equipment. If Lessor elects to purchase insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest, fees, charges and a profit to the Lessor and its agents for providing such coverage until the effective date of cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own. The insurance coverage Lessor obtains may be through an insurance carrier which may be affiliated with Lessor. If Lessor obtains such insurance coverage, each month Lessee shall pay, together with the Monthly Rent the pro-rated portion of the insurance premium. At the end of the Initial Term Lessee must pay Lessor any remaining portion of the premium.

10. **REPRESENTATIONS AND WARRANTIES OF LESSEE.** Lessee represents and warrants to Lessor that as of the date hereof and each Lease Commencement Date:

(a) Lessee has adequate power and capacity to enter into the Lease, any documents relative to the purchase of the Equipment leased under such Lease, the licensing of any Software and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); the Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms; there are no proceedings presently pending or threatened against Lessee which will impair its ability to perform under the Lease; and all information supplied to Lessor is accurate and complete.

(b) Lessee's entering into the Lease, leasing the Equipment, and agreeing to have Lessor finance a license to the Software does not and will not: (i) violate any judgment, order, or law applicable to the Lease, Lessee or Lessee's certificate of incorporation or by-laws, partnership or operating agreement, as applicable, nor constitute an event of default under any material agreement by which it is bound; or (ii) result in the creation of any lien, security interest or other encumbrance upon the Equipment or Software.

(c) All financial data of Lessee or of any consolidated group of companies of which Lessee is a member ("Lessee Group"), delivered to Lessor have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with prior periods and fairly present the financial position and results from operations of Lessee, or of the Lessee Group, as of the stated date and period(s). Since the date of the most recently delivered financial data, there has been no Material Adverse Change.

(d) Lessee is and will be validly existing and in good standing under laws of the state of its formation and any other state in which the conduct of its business requires it to be so qualified; the persons signing the Lease are acting with the full authority of its board of directors, partners or members, as applicable, and hold the offices indicated below their signatures, which are genuine.

11. **FILING AND OTHER LESSEE'S AGREEMENTS.** (a) Lessee hereby authorizes Lessor to file this Agreement, any Schedule, any financing statements and amendments thereto, security agreements, applications or other documents under certificate of title laws with respect to any or all of the Equipment or any collateral pledged by Lessee without the signature of Lessee thereon, and if Lessee's signature is required thereon by law, Lessee appoints Lessor as its attorney-in-fact to execute any such instruments and documents. Lessee shall execute such supplemental instruments, financing statements, and other documents of any kind as Lessor deems to be necessary or advisable to carry out the purposes of this Lease and any Schedule hereunder and shall otherwise cooperate to defend the title of the Lessor by filing or otherwise. Lessee, upon demand, shall promptly pay all filing costs and fees incurred in the preparation and filing of such documents. If and to the extent that the Lease is deemed a security agreement under the Uniform Commercial Code, and otherwise for precautionary purposes only, Lessee grants Lessor a first priority security interest in its interest in the Equipment and in all Equipment leased pursuant to any Schedule. Such security interest shall secure Lessee's obligations with respect to all Schedules, Leases and agreements between Lessee and Lessor. Lessee will notify Lessor in writing, with full particulars, within ten (10) days after it learns of the attachment of any lien to any Equipment and of the Equipment's location.

(b) Lessee agrees that it will keep the Equipment and Software free and clear from all claims, liens and encumbrances and will not assign, sublet, or grant a security interest in the Equipment or Software or in this Lease without Lessor's prior written consent, such consent to be granted or withheld in Lessor's sole discretion.

(c) Lessee agrees to notify Lessor immediately in writing of any change in Lessee's corporate or business name or in the location of its chief executive office.

(d) Lessee will not take or fail to take any action which Lessor determines will result in the disqualification of any Equipment for, or the recapture of, all or any portion of the accelerated cost recovery deductions permitted by the Internal Revenue Code of 1986, as amended. Lessee will indemnify

Lessor for any loss in Lessor's after tax economic yields and cash flows caused by Lessee's acts or failures to act.

(e) WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE SHALL NOT ASSIGN, TRANSFER PLEDGE OR HYPOTHECATE THIS AGREEMENT, ANY LEASE, ANY EQUIPMENT OR ANY INTEREST IN THIS AGREEMENT, ANY LEASE, OR IN AND TO THE EQUIPMENT OR PERMIT ITS RIGHTS UNDER THIS AGREEMENT TO BE SUBJECT TO ANY LIEN, CHARGE OR ENCUMBRANCE OF ANY NATURE. LESSEE'S INTEREST HEREIN IS NOT ASSIGNABLE AND SHALL NOT BE ASSIGNED OR TRANSFERRED BY OPERATION OF LAW. LESSOR SHALL HAVE THE RIGHT TO ASSIGN THIS AGREEMENT, ITS INTEREST IN ANY LEASE OR EQUIPMENT OR ANY PART THEREOF OR ANY INTEREST THEREIN OR PROCEEDS DUE IT PURSUANT TO AN END OF TERM OPTION OR AGREEMENT, IF ANY. LESSEE WAIVES AND AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY DEFENSE, SET OFF, RECOUPMENT, CLAIM OR COUNTERCLAIM WHICH LESSEE HAS OR MAY AT ANY TIME HAVE AGAINST LESSOR FOR ANY REASON WHATSOEVER.

(f) Each year within ninety (90) days after Lessee's fiscal year end, Lessee shall deliver in a form satisfactory to Lessor and its assignees true, correct, and complete annual audited consolidated financial statements with an unqualified opinion, and Federal Income Tax Returns (including all schedules if financial statements are unaudited). Lessee will also deliver its quarterly consolidated financial statements (which shall be in a form satisfactory to Lessor and its assignees) within forty-five (45) days after the end of each of its fiscal quarters. Lessee will also deliver its monthly profit and loss statements within thirty (30) days of each reporting period. Lessee shall, and shall cause any guarantor(s) of this Lease to, furnish to Lessor within five (5) days of any request thereof by Lessor any credit or financial information of the Lessee or such guarantor(s) (including, without limitation, their respective most recent financial statements, balance sheets, and income statements) as Lessor shall request from time to time.

(g) Lessee agrees to execute such instruments and documents and take such other actions as Lessor may require to carry out the purpose and intent of this Agreement, any Lease and all other documentation related hereto.

12. INDEMNIFICATION. Lessee agrees to indemnify, defend and keep harmless Lessor, its officers, employees, agents, successors and assigns, from and against any all losses, damages, penalties, claims and actions, including legal expenses, arising out of or in connection with (i) this Agreement, the Leases and any other document related hereto, including but not limited to, the selection, manufacture, purchase, acceptance or rejection of Equipment or Software, the ownership of Equipment or Software during the term of a Lease, and the delivery, lease, possession, maintenance, use, condition, return or operation of Equipment or Software or (ii) the condition of Equipment or Software sold or disposed of after or as a result of use by Lessee or any permitted sublessee of Lessee.

13. DEFAULT AND REMEDIES. (a) Lessor may declare a Lease in default (a "Default") if, with respect to such Lease: (i) Lessor has not received any Rent or other amount due hereunder within five (5) days after its due date (or such other period as is required by applicable law); or (ii) Lessee or any guarantor violates or fails to perform any obligation of any term of this Agreement, a Lease, any term of a guaranty or under any other agreement between Lessor and Lessee or any guarantor and fails to correct such violation or failure to perform within ten (10) days after written notice from Lessor; or (iii) Lessee violates the terms of any license or agreement for Software; or (iv) Lessee or any guarantor becomes unable to pay its debts as they mature or becomes insolvent, is liquidated or dissolved, stops doing business, transfers substantially all of its stock or assets or assigns its rights or property for the benefit of creditors; or (v) a petition is filed by or against Lessee or any guarantor under Title 11 of the United States Code or any successor or similar law; or (vi) (for individuals) Lessee or any guarantor dies or a guardian is appointed for Lessee's or guarantor's person; or (vii) Lessee (or any affiliate) or any guarantor (or any affiliate) is in default of or fails to fulfill the terms of any other agreement between Lessee and Lessor or any affiliate of either; or (viii) the conditions of Lessee's, or guarantor's affairs shall so change as to, in Lessor's opinion, impair the safety of any Equipment or increase Lessor's credit risk; or (ix) any representation or warranty of Lessee or any guarantors in this Agreement or in any document executed by Lessee or any guarantor in connection herewith shall prove to be untrue in any material respect when made; or (x) seizure of any Equipment under legal process; or (xi) the filing by or against Lessee or any guarantor of a petition for reorganization or liquidation under the Bankruptcy Code or any amendment thereto or under any other insolvency law providing for the relief of debtors; or (xii) Lessee is acquired, merged or formed into a separate entity, without the prior written consent of the Lessor, such consent to be granted or withheld in Lessor's sole discretion; or (xiii) The subjection of any part of the Equipment to any lien or security interest other than in favor of Lessor; or (xiv) Lessee shall be in default under the terms of any contract with any other person or entity requiring the payment of money by Lessee in an amount greater than \$500,000; or (xv) in Lessor's reasonable discretion, a Material Adverse Change has occurred or is reasonably likely to occur.

(b) At any time after a Default, Lessor may declare a default under any other Lease or agreement between Lessee (and any affiliate) and Lessor or its affiliate and Lessor shall have the right to exercise any one or more of the following remedies as Lessor in its sole discretion shall elect: (a) upon written notice to Lessee terminate or cancel this Agreement and Lessee's rights hereunder; (b) declare all sums due and to become due hereunder immediately due and payable; (c) without terminating the Lease(s), require Lessee to promptly deliver the Equipment in the manner specified in Section 6 hereof; (d) without terminating the Lease, to directly or by its agent, and without notice or liability or legal process enter upon any premises where any Equipment may be located, take possession of such Equipment, and either store it on said premises without charge or remove same, all without liability to Lessor or its agents for such entry, or for damage to property or otherwise (LESSEE HEREBY VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVES ITS RIGHTS TO NOTICE, LEGAL PROCESS, PRIOR JUDICIAL HEARING AND DAMAGE FOR TRESPASS); (e) without terminating the Lease(s), terminate any purchase option and sell any or all of the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle such Equipment all free and clear of any rights of Lessee and without any duty to account to Lessee for such action, Lessor shall apply the net proceeds of such sale or release of the Equipment to Lessee's obligations hereunder corresponding to the date of default, after deducting from such proceeds all costs and expenses of repossession and disposition, and attorneys' fees; (f) exercise any other rights or remedy which may be available to it in law or in equity; and (g) rescind any purchase option previously granted to Lessee. Lessee shall promptly pay any resulting deficiency, together with interest at the highest rate provided by law (and if there is no legal limit, then one and one-half (1.5%) percent per month), and

Lessor's attorneys' fees if legal action or services are required to collect such deficiency. If Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8. No termination, repossession or other act by Lessor after default shall relieve Lessee from any of its obligations hereunder unless Lessor releases Lessee in writing. In addition to all other charges hereunder, Lessee shall pay to Lessor on demand all fees, costs and expenses incurred by Lessor as a result of such default, including without limitation, attorneys', appraisers', and brokers' fees and expenses and costs of removal, storage, transportation, insurance and disposition of the Equipment (except to the extent deducted as aforesaid) and of enforcement of any of Lessor's rights pursuant to any of the instruments given as security herefor as set forth in any Schedule. In the event that any court of competent jurisdiction determines that any provision of this Section is invalid or unenforceable in whole or in part such determination shall not prohibit Lessor from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which Lessor seeks to recover such damages. **TO THE EXTENT PERMITTED BY LAW, LESSEE HEREBY WAIVES TRIAL BY JURY AND ANY RIGHT OF SET-OFF OR COUNTERCLAIM IN ANY ACTION BETWEEN LESSOR AND LESSEE.**

(c) Lessor's remedies for Default may be exercised instead of or in addition to each other or any other legal or equitable remedies. Lessor has the right to set-off any sums received from any source (including insurance proceeds) against Lessee's obligations under each Lease. Lessee waives its right to object to the notice of the time or place of sale or lease and to the manner and place of any advertising. Lessee waives any defense based on statutes of limitations or laches in actions for damages. Lessor's waiver of any Default is not a waiver of its rights with respect to a different or later Default.

(d) Lessor may recover as liquidated damages for loss and not as penalty all past due amounts as well as an amount equal to the present value of monies to be paid by the Lessee during the remaining term of the lease or any successive periods then in effect calculated by discounting at the rate of eight percent (8.0%) per annum compounded monthly, which payment shall become immediately due and payable.

(e) Upon the occurrence of an Event of Default and if such Event of Default is continuing, the parties agree that Lessor shall have the right to participate as a visitor in all meetings and teleconferences of the Board of Directors of the Lessee, any guarantors and/or any parent company of the Lessee. Lessee agrees that it will give Lessor at least three (3) days written notice of all such Board of Directors meetings or teleconference, which notice shall include the date, time and proposed agenda for such meeting. Lessee further agrees that it will forward to Lessor any materials prepared for the Board of Directors for any such Board Meetings where Lessor has the rights to attend/participate as a visitor. Notwithstanding the foregoing, Lessee agrees that Lessor shall have such Board visitation rights if there has been a payment default as described in Section 13(a) even if Lessor has not declared such an event of default in writing.

14. **OPTION.** So long as no Default has occurred, Lessee has the option to (i) purchase all but not less than all of the Equipment under a Lease at the end of the Initial Term or any Renewal Term on an AS-IS WHERE-IS basis without representation or warranty, for a cash purchase price equal to the Equipment's Fair Market Value (plus any applicable sales taxes) determined as of the end of such Term; or (ii) renew the Term of a Lease for a minimum period of twelve months at the then Fair Market Rental of the Equipment; or (iii) return all but not less than all of the Equipment in accordance with Section 6 plus five (5.0%) percent of the capital cost of each Lease Schedule. Lessee must give irrevocable written notice to Lessor at least one hundred twenty (120) days before the end of the Initial Term or any Renewal Term that it will purchase the Equipment or extend the Initial Term or the Renewal Term or return the Equipment. If the Lease is renewed, Lessee's obligations (other than the amount of Monthly Rent to be paid) will remain unchanged. If Lessee fails to timely notify Lessor of its election of one of such options on or before ninety (90) days prior to the expiration of the Initial Term of the Lease or fails to timely exercise the elected option by providing payment to Lessor of the purchase option price no later than the expiration date of the Initial Term, the Lease will automatically continue on the same periodic basis in effect at such time with Monthly Rent payable in the same amount and frequency in effect at such time until the Equipment is returned or purchased in accordance with the terms hereof. Lessee's obligations and all other provisions of the Lease shall continue until such time. Lessee will pay Lessor for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease and for damages incurred in shipping and handling. "Fair Market Value" or "Fair Market Rental" shall mean the fair market value or fair market rental value of the Equipment "in place" which shall be the amount expressed in terms of money that may reasonably be expected to be exchanged between a willing buyer and a willing seller or a willing lessor and a willing lessee, as the case may be, neither under any compulsion to buy or sell or to lease, as the case may be and both fully aware of all relevant facts, as to the termination or expiration of the Lease and taking into account installation and the contribution of the item to the operating facility. This value presupposes the continued utilization of the Equipment in connection with all other installed items of equipment at the operating facility. If Lessor and Lessee cannot agree as to the Fair Market Value or Fair Market Rental of the Equipment at least sixty (60) days prior to expiration of the Initial Term or any Renewal Term, Lessor shall appoint an independent appraiser, reasonably acceptable to Lessee, to determine Fair Market Value or Fair Market Rental. The independent appraiser's determination shall be final and Lessee shall bear all costs associated with such appraisal.

15. **MISCELLANEOUS.** (a) Time is of the essence of each Lease. Lessor's failure at any time to require that Lessee strictly perform its obligations under any Lease will not prevent Lessor from later requiring such performance. Lessee agrees, upon Lessor's request, to sign any document presented by Lessor from time to time to protect Lessor's rights in the Equipment. Lessee also agrees to pay Lessor's attorneys' fees and out-of-pocket expenses in protecting or enforcing its rights under a Lease. Lessee will pay attorney's fees and costs of collection, up to the amount permitted by law.

(b) All required notices will be considered to have been given if sent by registered or certified mail or overnight courier service to the Lessor at the address stated above and to the Lessee at its address stated in the Lease, or at such other place as such addressee may have designated in writing.

(c) So long as there is no Default, Lessor shall not interfere with Lessee's quiet enjoyment of the Equipment or Software. If a provision of a Lease is declared invalid under law, the affected provision will be considered omitted or modified to conform to applicable law. All other provisions will remain in full force and effect.

(d) If Lessee fails to comply with any provision of a Lease, Lessor has the right, but is not obligated, to have such provision brought into compliance. This right is in addition to the Lessor's right to declare a Default. All expenses incurred by Lessor in bringing about such compliance will be considered Rent which is due to Lessor within five (5) days after the date Lessor sends to Lessee a written request for payment.

(e) All overdue payments will bear interest at the Overdue Rate, which is the lower of twenty percent (20%) per annum or the maximum rate allowed by law. Interest will accrue daily until payment in full is received.

(f) All of Lessor's rights (including indemnity rights) under a Lease survive the Lease's expiration or termination, and are enforceable by Lessor, its successors and assigns.

(g) ARTICLE 2A: EACH LEASE IS A "FINANCE" LEASE AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. To the extent permitted by applicable law, Lessee hereby waives all rights and remedies conferred upon a Lessee by Article 2A (sections 506-522) of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel or repudiate the Lease; (ii) reject, revoke acceptance or accept partial delivery of the Equipment or "cover"; (iii) recover damages from Lessor for any breach of warranty or for any other reason; and (iv) grant a security interest in any Equipment in Lessee's possession. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise that may limit or modify any of Lessor's rights or remedies hereunder. Any action by Lessee against Lessor for any default under any Lease, including breach of warranty or indemnity, shall be commenced within one (1) year after any such cause of action accrues.

(h) THIS AGREEMENT SHALL BE BINDING AND EFFECTIVE WHEN ACCEPTED BY LESSOR AT ITS OFFICES IN FLORIDA. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN FLORIDA AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FLORIDA LAW. LESSEE AGREES THAT ALL LEGAL ACTIONS IN CONNECTION WITH THIS AGREEMENT, AT LESSOR'S OPTION, SHALL TAKE PLACE IN THE FEDERAL OR STATE COURTS SITUATED IN FLORIDA.

(Signature page to follow)

THIS AGREEMENT AND ANY LEASE AND ANNEXES THERETO CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE UPON SIGNING BY BOTH LESSOR AND LESSEE. A LEASE MAY NOT BE CHANGED EXCEPT BY WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY AGAINST WHOM IT IS TO BE ENFORCED. LESSEE IRREVOCABLY AUTHORIZES LESSOR TO PREPARE AND SIGN ON BEHALF OF LESSEE ANY INSTRUMENT NECESSARY OR EXPEDIENT FOR FILING, RECORDING OR PERFECTING THE INTEREST OF LESSOR IN EACH LEASE, THE RELATED EQUIPMENT AND THE PROCEEDS OF BOTH.

LESSOR: Veterans Capital Corp and ASC Lease Income, LLC

LESSEE: Ariand Clean Fuels, LLC and Ariand Energy Systems, LLC

By: [Signature]By: [Signature]Name: Joseph WoldDavid G. PendellName: Terry A. GaouetteTitle: PresidentMGR. ASC LI LLCTitle: Exec. V.P. CFODate: 9/24/129/24/12Date: 9-26-2012JOSEPH
WOLDDAVID
PENDELLTERRY
GAOUCETTE

ADDENDUM TO MASTER LEASE AGREEMENT

This ADDENDUM TO MASTER LEASE AGREEMENT (this "Addendum") is made as of August 31, 2012, among by and between Veterans Capital Corp, a Florida company with offices at 1385 Areca Cove, Naples, Florida 34119 and ASC Lease Income, LLC a Delaware limited liability company with offices at 5500 Lake Grove Trail, Petoskey, MI 49770 as Co-Lessor (together with any successor or assignee, "*Lessor*") and t Arland Clean Fuels, LLC and Arland Energy Systems, LLC (together with any successor or permitted assignee, "*Lessee*").

Lessor and Lessee are parties to that certain Master Lease Agreement 201208, dated as of August 31, 2012 (the "*Master Lease*"). All capitalized terms used in this Addendum which are not defined herein shall have the respective meanings assigned to them in the Master Lease. The parties desire to enter into this Addendum to clarify some of the terms and provisions of the Master Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Any references in the Master Lease to software or Software are hereby deleted, as no software is being leased pursuant to the Master Lease.
2. Notwithstanding Section 3 of the Master Lease, Lessor shall fund to Lessee an amount equal to Lessor's Capitalized Cost (as that term is defined in each Schedule) upon the execution and delivery of each Schedule.
3. Lessee shall be responsible for paying any taxes relating to lease tax assessed by the State of Michigan, but not any income taxes of Lessor in that State.
4. Lessee shall permit Lessor to take advantage of any depreciation deductions available on the Equipment.
5. Notwithstanding Section 11(e) of the Master Lease, (a) Lessee shall have the right to assign its interests under any Lease to any subsidiary or affiliate of Lessee upon written notice to Lessor, and (b) Lessor must provide Lessee of written notice of any assignment of its rights or obligations under the Master Lease.
6. For purposes of Section 14 and each Schedule, the "Fair Market Value" of any piece of Equipment leased to Lessee pursuant to the Master Lease shall be, at any time, equal to Lessor's Capitalized Cost for such piece of Equipment less all accumulated depreciation with respect to such piece of Equipment, determined using a straight-line depreciation method and a useful life of five (5) years.
7. The Master Lease, as clarified by this Addendum, embodies the complete agreement and understanding among the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

LESSOR:
Veterans Capital Corp and ASC Lease Income, LLC

By:  

Its:  

LESSEE:
Arland Clean Fuels, LLC and Arland Energy Systems, LLC

By: 

Its: 

**JOSEPH
WOLD**

**DAVID
PENDELL**

**TERRY
GAOUCETTE**

LEASE SCHEDULE NO. 1

to Master Lease Agreement dated August 31, 2012 (the "Lease")
between Veterans Capital Corp and ASC Lease Income, LLC ("Lessor")
and Arland Clean Fuels, LLC and Arland Energy Systems, LLC ("Lessee")

EQUIPMENT:

Quantity	Description (Make, Model, and Serial No.)
One	New Poly Conversion 40 Ton Thermal Dynamic Liquefaction System, Serial # SP-40-T to include all parts, equipment, designs, engineering and other materials that become a part or attached to the System. See attached Schedule "A".

EQUIPMENT LOCATION: 437 South Main Street, Cheboygan, MI 49721

LESSOR'S CAPITALIZED COST: \$900,000.00

"Lessor's Capitalized Cost" shall mean the sum of the purchase price of the Equipment, sales and/or use tax if applicable, installation costs, delivery costs, and buy-out of a previous lease if applicable.

LEASE COMMENCEMENT DATE:

The term of this Lease Schedule shall begin on the date Lessee executes a Certificate of Acceptance (the "Lease Commencement Date") and shall continue for a period of thirty six (36) months beginning on _____ (the "Initial Term Start Date").

INITIAL TERM:

36 months

LEASE RENTAL PAYMENT:

Lessee shall pay as monthly rental during the Initial Term of \$31,908.60 plus applicable taxes, which amount shall be due and payable on the same day of each month as the Initial Term Start Date. If applicable, rental per day for the period from the Lease Commencement Date or the Initial Funding Date to the Initial Term Start Date shall be equal to 1/30th of the monthly Lease Rental Payment pro-rated to the amount funded by the Lessor and shall be due upon receipt of invoice from Lessor.

PURCHASE OPTION

The Lessee shall purchase all but not less than all of the Equipment/System for the then Fair Market Value which shall not exceed 43% of the then total Fair Market Value of the entire System and Equipment.

 Initials

EQUIPMENT DISCLAIMER AND AGREEMENT:

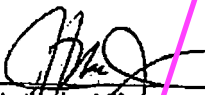
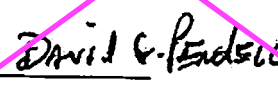

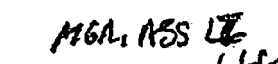
Lessee hereby acknowledges that we are aware of our obligations with reference to the Lease, and that we agree to enforce in our own name all warranties, agreements, or representations, if any, which may be made by the supplier to us. We agree that Veterans Capital Corp and or its assigns makes no expressed or implied warranties as to any matter whatsoever, including without limitation the condition of the equipment, **ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF EQUIPMENT SHALL RELEASE THE LESSEE OF THE OBLIGATION TO PAY RENTAL PAYMENTS OR OF ANY OTHER OBLIGATIONS UNDER THE LEASE.**

This Lease Schedule is issued pursuant to the Master Lease identified hereon. All the terms, conditions, representations, and warranties of the Master Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Lease Schedule, and this Lease Schedule constitutes a separate lease with respect to the Equipment described herein.

IN WITNESS WHEREOF, the parties below have caused this Lease Schedule to be executed by their duly authorized representatives as of this 24 day of September, 2012.



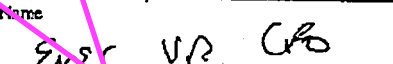
LESSOR:

Veterans Capital Corp and ASC Lease Income, LLC


Authorized Signature

Name

Title

MGR, ABS LLC

LESSEE:

Arland Clean Fuels, LLC and Arland Energy Systems, LLC


Authorized Signature

Name

Title
Exec VP CRB

JOSEPH WOLD

DAVID PENDELL

TERRY GAQUETTE

**SCHEDULE "A" to Lease Schedule No. 1
to Master Lease Agreement No. 201208 dated August 31, 2012 (the "Lease")
between Veterans Capital Corp and ASC Lease Income, LLC ("Lessor") and
Arland Clean Fuels, LLC and Arland Fuel Systems, LLC ("Lessee")**

This Schedule "A" and any and all attachments incorporated herein become part of the Lease referenced above. Lessee hereby confirms all the terms of the Lease.

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION <small>(Manufacturer's Serial No., other identification, indicate whether new or used equipment)</small>
One		One New Poly Conversion 40 Ton Thermal Dynamic Liquefaction System Serial # SP-40-T made up of but not limited to the following components: Dual Knife Valves, Hydraulic System, Air Compression, Vacuum, all Electrical Controls, Piping, Bearings, Heating Elements, Sensors, Hardware, Separation Columns (2), Heat Exchangers (4), Piping and Valves for Heat Exchangers, Chilled Water Systems (2), Skid Steer, Conveying System for intake and discharge, Two (2) 8,000 Gallon UL 142 Horizontal Double Wall Tanks, 2 MHW. Gensets, Plastic Densifiers (4), Piping and Valves for Fuel, Hook Up and Switch Gears, Main Structure and any and all related equipment, designs, engineering and materials that becomes part of the above equipment and is a part of Lease Schedule #1 of the Master Lease.

This Schedule "A" is hereby verified as correct by the undersigned Lessee, who acknowledges receipt of a copy.

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

GENERATION CLEAN FUELS, INC., a Delaware Limited Liability Company

(b) County of Residence of First Listed Plaintiff Cook County, IL

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Gary A. Woodfield, Esq., HAILE, SHAW & PFAFFENBERGER, P.A.
660 US Hwy 1, Third Floor, North Palm Beach, FL 33408
(561) 627-8100

DEFENDANTS

VETERANS CAPITAL CORP., a Florida corporation

2014 MAY 22 PM 12:11

County of Residence of First Listed Defendant Collier County, FL

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED, FLORIDA

Attorneys (If Known)

unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C.A. 1332(a); 28 U.S.C. 1391(b)(1)

Brief description of cause:

declaratory judgment action

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ in excess of \$75,000

CHECK YES only if demanded in complaint.

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

RECEIPT # FTM006190

01 SUMMONS ISSUED

2:14cv283f+m 29DNF

FILED
Apr 29, 2013
Secretary of State

ARTICLES OF DISSOLUTION

Pursuant to section 608.445, Florida Statutes, this Florida limited liability company submits the following Articles of Dissolution:

FIRST: The name of the limited liability company as currently filed with the Florida Department of State:

GULF POINTE CAPITAL, LLC

SECOND: The document number of the limited liability company: L06000115245

THIRD: The file date of the articles of organization: December 1, 2006

FOURTH: The date the dissolution was approved: December 15, 2012

FIFTH: A description of occurrence that resulted in the limited liability company's dissolution pursuant to section 608.441, Florida Statutes:

NO FURTHER BUSINESS INTERESTS

SIXTH: All debts, obligations and liabilities of the limited liability company have been paid or discharged.

SEVENTH: All remaining property and assets have been distributed among its members in accordance with their respective rights and interests.

EIGHTH: There are no suits pending against the company in any court.

I/we submit this document and affirm that the facts stated herein are true. I/we am/are aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in section 817.155, Florida Statutes.

Signature: STEVEN JONES FBO ASPEN OPPORTUNITY FUND,LP

Electronic Signature of Member having the same percentage of membership interest necessary to approve the dissolution



Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

biofuels

Search Records

[Search](#)
[Advanced Search](#)
[Name Availability](#)

Corporate Records

Result of lookup for **C085166** (at 8/18/2017 10:36 AM)

CHEYBOYGAN ENERGY & BIOFUELS, LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID C085166

Registered Effective Date 05/24/2013

Period of Existence PER

Status Delinquent [Request a Certificate of Status](#)

Status Date 04/01/2017

Entity Type Domestic Limited Liability Company

Annual Report Requirements Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.

Addresses

Registered Agent Office RONALD H VAN DEN HEUVEL
2077A LAWRENCE DRIVE
DE PERE , WI 54115

[File a Registered Agent/Office Update Form](#)

Principal Office 2077A LAWRENCE DRIVE
DE PERE , WISCONSIN 54115
UNITED STATES OF AMERICA

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2015	000	0000	online	database
2014	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)

Certificates of None

Newly-elected
Officers/Directors

Old Names None

Chronology

Effective Date	Transaction	Filed Date	Description
05/24/2013	Organized	05/24/2013	E-Form
06/29/2015	Change of Registered Agent	06/29/2015	OnlineForm 5
04/01/2017	Delinquent	04/01/2017	

[Order a Document Copy.](#)

Master Lease Agreement

This MASTER LEASE AGREEMENT (this "*Agreement*") is entered into as of May 24, 2013 ("*Effective Date*"), by and between ACF Leasing, LLC, a Delaware limited liability company (together with any successor or assignee, "*Lessor*") and Green Bay Renewable Energy, LLC, a Delaware limited liability company (together with any successor or permitted assignee, "*Lessee*").

LEASE TERMS AND CONDITIONS:

1. **LEASE.** Subject to the terms of this Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the personal property (collectively, the "*Facility Elements*" and each individually a "*Unit of Facility Element*") described in any schedule attached to this Agreement (a "*Schedule*") signed by Lessee and approved in writing by Lessor. Each Schedule will incorporate all the terms of this Agreement and will constitute a separate agreement for lease of the respective Facility Elements identified in such Schedule (each Schedule, collectively with any attachments, riders and related documents, is referred to as, a "*Lease*"). With respect to each Lease, capitalized terms not defined in this Agreement will have the meanings stated in the applicable Schedule. Lessee does not have any right or interest in the Facility Elements except as a lessee. This Agreement is effective from the Effective Date, and will continue until all Leases have terminated or expired. Schedule 1 is attached hereto as the initial Lease. Notwithstanding the foregoing, this Agreement shall not become effective until such time as Lessee has notified Lessor, in writing, that Lessee has entered into its financing arrangements with Wisconsin Bank & Trust Company (the "Lessee's Lender") on such terms and conditions as are reasonable acceptable to Lessee.

2. **NET LEASE. EACH LEASE IS A NET LEASE AND ALL PAYMENTS THEREUNDER ARE NET TO LESSOR. LESSEE IS UNCONDITIONALLY OBLIGATED TO PAY RENT AT SUCH TIMES AS REQUIRED BY SUCH LEASE(S) AND OTHER AMOUNTS DUE UNDER SUCH LEASE REGARDLESS OF ANY DEFECT OR DAMAGE TO ANY FACILITY ELEMENT, OR LOSS OF POSSESSION, USE OR DESTRUCTION FROM ANY CAUSE WHATSOEVER. LESSEE'S OBLIGATIONS CONTINUE UNTIL SPECIFICALLY TERMINATED AS PROVIDED IN SUCH LEASE. LESSEE'S OBLIGATION WILL DISCONTINUE UPON RECEIPT OF FUNDS THROUGH A CASUALTY AND OR INSURANCE PAYMENT THAT SATISFIES THE LEASE OBLIGATION AS PROVIDED IN SUCH LEASE. LESSEE IS NOT ENTITLED TO ANY ABATEMENT, REDUCTION, RECOUPMENT, DEFENSE, OR SET-OFF AGAINST MONTHLY RENT OR OTHER AMOUNTS DUE TO LESSOR OR ITS ASSIGNEES, WHETHER ARISING OUT OF SUCH LEASE OR OUT OF LESSOR'S STRICT LIABILITY OR NEGLIGENCE, FROM ANY THIRD PARTY, OR OTHERWISE.**

3. **PURCHASE OF FACILITY ELEMENTS; LICENSE OF FACILITY ELEMENTS; SERVICES FINANCING.**

(a) Lessor is not obligated to purchase or lease any Facility Element to

Lessee unless before the effective date of each Lease: (i) Lessor receives from Lessee a fully signed and completed Schedule and such other documents as Lessor may reasonably require; (ii) Lessor has received from the manufacturer or distributor of the Facility Element ("**Supplier**") and/or Lessee, if applicable, clear and unencumbered title to the Facility Element; (iii) there is no Default (as that term is defined in Section 13); and (iv) in Lessor's reasonable discretion, no Material Adverse Change has occurred or is reasonably likely to occur. "**Material Adverse Change**" means a material adverse change in (A) the business, operations, properties, assets or condition (financial or otherwise) of Lessee, (B) Lessee's ability to perform its obligations under this Agreement or any Lease in accordance with its terms, or Lessor's ability to enforce any of its rights and remedies with respect to any Lease in accordance with the terms of this Agreement or any other document, instrument or agreement executed in connection with any Lease, or (C) the Facility Element or the Lessor's ownership interest in the Facility Element. So long as no Default has occurred, Lessor appoints Lessee as its agent to inspect and accept the Facility Element from Supplier simultaneously with acceptance of the Facility Element for lease.

(b) Subject to any restrictions imposed by Lessee's Lender, upon the occurrence of a Default, in addition to the remedies specified below, Lessor shall be entitled to direct Lessee to cease further use of the Facility Elements. Lessee hereby agrees to immediately cease use of the Facility Elements upon receipt of direction from Lessor. Lessee further agrees that the detriment that Lessor will suffer as a result of a breach by Lessee of the obligation contained in the foregoing sentence cannot be adequately compensated by monetary damages, and therefore Lessor shall be entitled to injunctive and other equitable relief to enforce this Section 3.

(c) Additionally, the Facility Elements description on any Schedule may include items of installation, training and services related to the Facility Elements as set forth in the applicable Schedule ("**Services**"). Lessee acknowledges that all such Services are provided by the Supplier identified in the Schedule, and that Lessor is financing the costs of such Services under the terms of the applicable Lease.

(d) Lessee's obligation to pay all amounts hereunder shall not be affected by any inadequacy of the Facility Elements or Services, by the bankruptcy of any Supplier, by the failure of Supplier to support the Facility Elements or the like. Lessee shall look solely to the Supplier for any and all claims related to the Facility Elements.

4. TERM, RENT AND TITLE.

(a) The Initial Term Start Date and the Lease Commencement Date are set forth and defined in the applicable Schedule. The *Initial Rent* is due and payable on the Lease Commencement Date.

(b) This is an agreement of lease only. Lessee shall have no right, title or interest in or to the Facility Elements leased hereunder, except as to the use thereof subject to the terms and conditions of this Agreement. The Facility Elements are and

shall remain the sole and exclusive property of Lessor or its assignees. Lessor and Lessee intend that the Facility Elements remain personal or real property of Lessor.

5. TAXES. Lessee agrees to pay promptly as additional rent all license and registration fees and all property or ad valorem taxes (excluding taxes on Lessor's net income) together with penalties and interest (collectively, "**Taxes**") assessed against Lessor, Lessee, the applicable Lease, the Facility Elements, the purchase (including purchase by Lessee), sale, ownership, delivery, leasing, possession, use, operation or return of the Facility Elements or their proceeds (such additional rent, together with the Initial Rent is hereinafter collectively referred to as "**Rent**"). ~~Where permitted by applicable law, Lessee will report all Taxes.~~

Lessee will reimburse Lessor on demand for any Taxes paid by Lessor. If such Taxes are levied against Lessor, or if Lessee fails to make any payment required hereby, Lessor shall have the right, but not the obligation, to pay such Taxes, whether levied against Lessor or Lessee. In such event Lessee shall reimburse Lessor therefore within five (5) days after the receipt of an invoice and for the failure to make such reimbursement when due Lessor shall have all remedies provided herein with respect to the nonpayment of Rent hereunder. Lessee shall give Lessor immediate notice of any attachment or other judicial process, liens, or encumbrances affecting the Facility Elements and shall indemnify and save Lessor harmless from any loss or damage caused thereby.

6. USE, OPERATION, RETURN OF FACILITY ELEMENTS.

(a) Lessee agrees at its own expense to: (i) maintain or provide for the maintenance of the Facility Elements in condition suitable for certification by the manufacturer (if certification is available) and in any event in good operating condition, subject to normal wear and tear; (ii) use the Facility Elements solely for business purposes, in the manner for which it was intended and in compliance with all applicable laws and manufacturer requirements or recommendations; (iii) pay all expenses, fines, and penalties related to the use, operation, condition or maintenance of the Facility Elements; and (iv) comply with all license and copyright requirements of any Facility Element.

(b) Lessee may affix or install any accessory, addition, upgrade, equipment or device on or in the Facility Elements ("**Additions**") provided that such Additions (i) can be removed without causing damage to the Facility Elements, (ii) do not reduce the value of the Facility Elements, and (iii) are obtained from the manufacturer or an approved affiliate and are not subject to the interest of any third party other than Lessor. Any other Additions may not be installed without Lessor's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. At the end of the Initial Term or the Renewal Term (as applicable, the "**Term**"), Lessee shall remove any Additions which (i) were not leased by Lessor, and (ii) are readily removable without causing damage or impairment of the intended function, use, or value of the Facility Elements and Lessee shall restore the Facility Elements to their original configurations. Any Additions which are not so removable will become Lessor's property, free and clear of all claims, liens and encumbrances, other than any claims, liens or encumbrances listed as Permitted Encumbrances in the applicable

Schedule. Lessee agrees to pay all costs for parts, alterations, and additions to the Facility Elements (including those required by law), all of which will become the property of Lessor. Lessee agrees not to install any Facility Element inside any other personal property of Lessee. Lessee will not relocate any Unit of Facility Element from the Facility Element Location stated on the applicable Schedule without the prior written approval of Lessor (which shall not be unreasonably withheld, delayed or conditioned). Lessor may inspect the Facility Elements during normal business hours. At Lessor's written request, Lessee will attach identifying labels supplied by Lessor showing Lessor's ownership in a prominent position on each Unit of Facility Element.

(c) Provided that there is no Default, Lessee is authorized, on behalf of Lessor, to enforce in its own name (and at its own expense) any warranty, indemnity or right to damages related to the Facility Elements which Lessor has against the Supplier.

(d) At the end of the initial or any renewal Term of the Lease as set forth and defined in the applicable Schedule, or upon any early termination of the Lease (whether upon a Default or otherwise), Lessee agrees, at its own expense and risk, (i) to pay for any repairs and to replace any parts required to place the Facility Elements in the same condition as when received by Lessee, reasonable wear and tear excepted, and to provide certification from the manufacturer or a manufacturer approved maintenance provider acceptable to Lessor that the Facility Elements: (A) have been tested and are operating in accordance with the manufacturer's specifications (together with a report detailing the condition of the Facility Elements), the results of such tests and inspections and all repairs that were performed after such tests and inspections, and (B) that the Facility Elements qualify for the manufacturer's used equipment maintenance program, if any, (ii) to pay for any cleaning and treatment to the Facility Elements for damage or otherwise, all in accordance with the manufacturer's recommendations and consistent with the best practices of dealers in used equipment that is similar to the Facility Elements, (iii) to cause the removal of all Lessee installed markings or labels which are not necessary for the operation, maintenance or repair of the Facility Elements, (iv) to ensure that the Facility Elements are in compliance with all applicable laws, rules and regulations in place during the term of the Lease, (v) to cause the Facility Elements to be disassembled, deinstalled and packed in accordance with the manufacturer's recommendations by or under the supervision of the manufacturer or any other person acceptable to Lessor (without limitation, Lessee shall cause all internal fluids to be drained and disposed of or filled and secured in accordance with the manufacturer's recommendations and in accordance with all laws, rules and regulations), and (vi) to deliver the Facility Elements, freight and insurance prepaid, to a carrier selected by Lessor and to otherwise provide for the transportation of the Facility Elements in a manner consistent with the manufacturer's recommendations and practices to any location within the continental United States as Lessor shall direct and to have the Facility Elements unloaded at such location on a date specified by Lessor. Each Unit of Facility Element shall match the description and serial numbers set forth on the applicable Schedule.

7. **DISCLAIMER. LESSEE AGREES THAT: (1) LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE FACILITY ELEMENTS OR THE REPRESENTATIVE OF ANY OF THEM; (2) LESSOR IS NOT REQUIRED TO ENFORCE ANY MANUFACTURER'S WARRANTIES ON BEHALF OF ITSELF OR OF LESSEE; (3) LESSOR IS NOT OBLIGATED TO INSPECT THE FACILITY ELEMENTS; (4) LESSOR DOES NOT MAKE, AND HAS NOT MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE FACILITY ELEMENTS; (5) LESSOR DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF, OR AS TO TITLE TO, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITY ELEMENTS. LESSEE FURTHER AGREES THAT LESSOR SHALL NOT BE LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY THE FACILITY ELEMENTS OR BY THEIR INADEQUACY OR BY ANY FACILITY ELEMENT DEFECT, WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, LOSS OR DAMAGE. LESSOR SHALL NOT HAVE ANY LIABILITY TO LESSEE OR ANY OTHER PERSON AND LESSEE AGREES NOT TO ASSERT ANY CLAIM AGAINST LESSOR WITH RESPECT TO ANY OF THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OF LESSOR: (1) THE USE, OPERATION OR PERFORMANCE OF THE FACILITY ELEMENTS; (2) ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR LOSS OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND WHICH ARE ATTRIBUTABLE TO THE FACILITY ELEMENTS; OR (3) THE DELIVERY, SERVICING, MAINTENANCE, REPAIR, IMPROVEMENT OR REPLACEMENT OF THE FACILITY ELEMENTS.**

8. **LOSS OR DAMAGE; CASUALTY VALUE.** Lessee assumes the risk of any disappearance of or damage to any part of the Facility Elements from any cause whatsoever. Within ten (10) days of actual knowledge of any condemnation or other circumstance where any Unit of Facility Element is, in Lessee's reasonable opinion, irreparably damaged or permanently unfit for use ("*Casualty*") Lessee will provide Lessor full details of the Casualty and will pay to Lessor an amount equal to the excess of the fair market value of such Unit of Facility Element immediately prior to the Casualty over the fair market value of such Units of Facility Element following the Casualty ("*Casualty Value*"). When Lessor receives the Casualty Value and all other amounts then due under the applicable Lease, the Lease will terminate with respect to such Unit of Facility Element and such Unit of Facility Element will be returned to Lessor "as is", "where is", "with all faults", without warranty, express or implied and without any obligation for any costs or expenses set forth in paragraph 6(d) of this Agreement.

9. **INSURANCE.** Lessee agrees, at its own expense, to keep the Facility Elements insured with companies acceptable to Lessor and to maintain primary coverage

consisting of (i) actual cash value all risk insurance on the Facility Elements, naming Lessor and its assigns as loss payee and (ii) single limit public liability and property damage insurance of not less than \$1,000,000 per occurrence (or such other amounts as Lessor may require by notice to Lessee) naming Lessee as insured and Lessor and its assigns as additional insured. The insurance will provide for not less than thirty (30) days prior notice to Lessor of material changes in or cancellation of the policy. Premiums for all such insurance may be prepaid at the sole discretion of the Lessee. Lessee will deliver evidence of such insurance to Lessor upon its written request, and will promptly provide to Lessor all information pertinent to any occurrence which may become the basis of a claim. Lessee will not make claim adjustments ~~with insurers except with Lessor's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.~~ In the event that Lessee fails, after written notice, to provide satisfactory evidence of the insurance coverage required herein, Lessor may, but is not required to, purchase insurance at Lessee's expense to protect Lessor's interest in the Facility Elements in such amounts as Lessee is required to provide under this paragraph. This insurance may, but need not, protect Lessee's interests. If Lessor elects to purchase insurance for the Facility Elements, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest, fees, charges and a profit to the Lessor and its agents for providing such coverage until the effective date of cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own. The insurance coverage Lessor obtains may be through a licensed insurance carrier which may be affiliated with Lessor. If Lessor obtains such insurance coverage, each month Lessee shall pay the pro-rated portion of the insurance premium. At the end of the Term Lessee must pay Lessor any remaining portion of the premium.

10. REPRESENTATIONS AND WARRANTIES.

(a) Lessee represents and warrants to Lessor that as of the date hereof and each Lease Commencement Date:

(i) Lessee has adequate power and capacity to enter into the Lease, any documents relative to the purchase of the Facility Elements leased under such Lease and any other documents required to be delivered in connection with this Lease (collectively, the "**Documents**"); the Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms; there are no proceedings presently pending or threatened against Lessee which will impair its ability to perform under the Lease; and all information supplied to Lessor is accurate and complete.

(iv) Lessee's entering into the Lease and leasing the Facility Elements does not and will not: (i) violate any judgment, order, or law applicable to the Lease, Lessee or Lessee's certificate of incorporation or by-laws, partnership or operating agreement, as applicable, nor constitute an event of default under any material agreement by which it is bound; or (ii) result in the creation of any lien, security interest or other encumbrance upon the Facility

Elements, except to the Lessee's Lender.

(v) All financial data of Lessee delivered to Lessor has been prepared in accordance with generally accepted accounting principles applied on a consistent basis with prior periods and fairly present the financial position and results from operations of Lessee as of the stated date and period(s). Since the date of the most recently delivered financial data, there has been no Material Adverse Change.

(vi) Lessee is and will be validly existing and in good standing under laws of the state of its formation and any other state in which the conduct of its business requires it to be so qualified; the persons signing the Lease are acting with the full authority of its board of directors, partners or members, as applicable, and hold the offices indicated below their signatures, which are genuine.

(b) Lessor represents and warrants to Lessee that as of the date hereof and each Lease Commencement Date:

(i) Lessor has adequate power and capacity to enter into the Lease, any documents relative to the purchase of the Facility Elements leased under such Lease and any other documents required to be delivered in connection with this Lease (collectively, the "*Documents*"); the Documents have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements, enforceable in accordance with their terms; there are no proceedings presently pending or threatened against Lessor which will impair its ability to perform under the Lease; and all information supplied to Lessee is accurate and complete.

(ii) Lessor's entering into the Lease and leasing the Facility Elements does not and will not: (i) violate any judgment, order, or law applicable to the Lease, Lessor or Lessor's certificate of incorporation or by-laws, partnership or operating agreement, as applicable, nor constitute an event of default under any material agreement by which it is bound; or (ii) result in the creation of any lien, security interest or other encumbrance upon the Facility Elements, except to the Lessee's Lender.

(iii) Lessor is and will be validly existing and in good standing under laws of the state of its formation and any other state in which the conduct of its business requires it to be so qualified; the persons signing the Lease are acting with the full authority of its board of directors, partners or members, as applicable, and hold the offices indicated below their signatures, which are genuine.

11. FILING AND OTHER LESSEE'S AGREEMENTS.

(a) Lessee hereby authorizes Lessor to file this Agreement, any Schedule, any financing statements and amendments thereto, security agreements, applications or other documents under certificate of title laws with respect to any or all of the Facility Elements without the signature of Lessee thereon, and if Lessee's signature is required thereon by law, Lessee appoints Lessor as its attorney-in-fact to execute any such instruments and documents. Lessee shall execute such supplemental instruments, financing statements, and other documents of any kind as Lessor deems to be necessary or advisable to carry out the purposes of this Lease and any Schedule hereunder and shall otherwise cooperate to defend the title of the Lessor by filing or otherwise. Lessee, upon demand, shall promptly pay all filing costs and fees incurred in the preparation and filing of such documents. If and to the extent that the Lease is deemed a security agreement under the Uniform Commercial Code, and otherwise for precautionary purposes only, Lessee grants Lessor a first priority security interest in its interest in the Facility Elements and in all Facility Elements leased pursuant to any Schedule. Such security interest shall secure Lessee's obligations only with respect to the applicable Lease of which such Schedule is a part. Except with respect to any lien or security interest of the Lessee's Lender, Lessee will notify Lessor in writing, with full particulars, within ten (10) days after it learns of the attachment of any lien to any Unit of Facility Element and of the Unit of Facility Element's location.

(b) Lessee agrees that, except with respect to the Lessee's Lender, it will keep the Facility Elements free and clear from all claims, liens and encumbrances and will not assign, sublet, or grant a security interest in the Facility Elements or in this Lease without Lessor's prior written consent, such consent to be granted or withheld in Lessor's sole discretion.

(c) Lessee agrees to notify Lessor immediately in writing of any change in Lessee's corporate or business name or in the location of its chief executive office.

(e) EXCEPT WITH RESPECT TO ANY INTEREST OF LESSEE'S LENDER, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE SHALL NOT ASSIGN, TRANSFER PLEDGE OR HYPOTHECATE THIS AGREEMENT, ANY LEASE, ANY UNIT OF FACILITY ELEMENT OR ANY INTEREST IN THIS AGREEMENT, ANY LEASE, OR IN AND TO THE FACILITY ELEMENT OR PERMIT ITS RIGHTS UNDER THIS AGREEMENT TO BE SUBJECT TO ANY LIEN, CHARGE OR ENCUMBRANCE OF ANY NATURE. LESSEE'S INTEREST HEREIN IS NOT ASSIGNABLE AND SHALL NOT BE ASSIGNED OR TRANSFERRED BY OPERATION OF LAW.

(f) Each year within one hundred twenty (120) days after Lessee's fiscal year end, Lessee shall deliver in a form satisfactory to Lessor and its assignees true, correct, and complete annual audited consolidated financial statements with an unqualified opinion, and Federal Income Tax Returns (including all schedules if

financial statements are unaudited). Lessee will also deliver its quarterly consolidated financial statements (which shall be in a form satisfactory to Lessor and its assignees) within forty-five (45) days after the end of each of its fiscal quarters. Lessee will also deliver its monthly profit and loss statements within thirty (30) days of each reporting period. Lessee shall furnish to Lessor within ten (10) days of any written request thereof by Lessor any credit or financial information of the Lessee (including, without limitation, its most recent financial statements, balance sheets, and income statements) as Lessor shall reasonably request from time to time.

(g) ~~Lessee agrees to execute such instruments and documents and take such other actions as Lessor may reasonably require to carry out the purpose and intent of this Agreement, any Lease and all other documentation related hereto.~~

12. INTENTIONALLY OMITTED.

13. DEFAULT AND REMEDIES.

(a) Lessee may declare a Lease in default (a "*Default*") if, with respect to such Lease: (i) Lessor violates or fails to perform any obligation of any term of such Lease and fails to correct such violation or failure to perform within thirty (30) days after written notice from Lessee; or (ii) Lessor becomes unable to pay its debts as they mature or becomes insolvent, is liquidated or dissolved, stops doing business, or assigns its rights or property for the benefit of creditors; or (iii) a petition is filed against Lessor under Title 11 of the United States Code or any successor or similar law which is not discharged within sixty (60) after having been filed; or (iv) any representation or warranty of Lessor in this Agreement or in any document executed by Lessor in connection herewith shall prove to be untrue in any material respect when made; or (v) seizure of any material Unit of Facility Element covered by such Lease under legal process against Lessor. Upon Lessee's declaration of a default under a Lease, Lessee shall have the right to immediately terminate such Lease and shall thereafter be excused from any additional obligations under such Lease, except for those which specifically survive termination.

(b) Lessor may declare a Lease in default (a "*Default*") if, with respect to such Lease: (i) Lessor has not received any Rent or other amount due hereunder within five (5) days after its due date (or such other period as is required by applicable law); or (ii) Lessee violates or fails to perform any obligation of any term of this Agreement, a Lease or any term under any other agreement between Lessor and Lessee and fails to correct such violation or failure to perform within thirty (30) days after written notice from Lessor; or (iii) Lessee becomes unable to pay its debts as they mature or becomes insolvent, is liquidated or dissolved, stops doing business, or assigns its rights or property for the benefit of creditors; or (iv) a petition is filed against Lessee under Title 11 of the United States Code or any successor or similar law which is not discharged within sixty (60) after having been filed; or (v) Lessee (or any affiliate) is in default of or fails to fulfill the terms of any other agreement between Lessee and Lessor or any affiliate of either and Lessee and fails to correct such default or failure to perform

within thirty (30) days after written notice from Lessor; or (vi) the conditions of Lessee shall so change as to, in Lessor's reasonable opinion, impair the safety of any Unit of Facility Element; or (vii) any representation or warranty of Lessee in this Agreement or in any document executed by Lessee in connection herewith shall prove to be untrue in any material respect when made; or (viii) seizure of any Unit of Facility Element under legal process against Lessee; or (ix) the subjection of any part of the Facility Elements to any lien or security interest other than in favor of Lessor or Lessee's Lender; or (x) in Lessor's reasonable discretion, a Material Adverse Change has occurred or is reasonably likely to occur and Lessee fails to correct such condition to the reasonable satisfaction of the Lessor within thirty (30) days after written notice from Lessor.

(b) Subject to the terms of any inter-creditor agreement between the Lessor and the Lessee's Lender, at any time after a Default, Lessor may declare a default under any other Lease or agreement between Lessee (and any affiliate) and Lessor or its affiliate and Lessor shall have the right to exercise any one or more of the following remedies as Lessor in its sole discretion shall elect; (i) upon written notice to Lessee terminate or cancel this Agreement and Lessee's rights hereunder; (ii) declare all sums due and to become due hereunder immediately due and payable; (iii) without terminating the Lease(s), require Lessee to promptly deliver the Facility Elements in the manner specified in Section 6 hereof; (iv) without terminating the Lease, to directly or by its agent, and without notice or liability or legal process enter upon any premises where any Unit of Facility Element may be located, take possession of such Units of Facility Element, and either store it on said premises without charge or remove same, all without liability to Lessor or its agents for such entry, or for damage to property or otherwise (LESSEE HEREBY VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVES ITS RIGHTS TO NOTICE, LEGAL PROCESS, PRIOR JUDICIAL HEARING AND DAMAGE FOR TRESPASS); (v) without terminating the Lease(s), terminate any purchase option and sell any or all of the Units of Facility Element at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle such Units of Facility Element, all free and clear of any rights of Lessee and without any duty to account to Lessee for such action, Lessor shall apply the net proceeds of such sale or release of the Facility Elements to Lessee's obligations hereunder corresponding to the date of Default, after deducting from such proceeds all costs and expenses of repossession and disposition, and attorneys' fees; and (vi) exercise any other rights or remedy which may be available to it in law or in equity. Lessee shall promptly pay any resulting deficiency; together with interest at the highest rate provided by law (and if there is no legal limit, then one and one-half (1.5%) percent per month), and Lessor's attorneys' fees if legal action or services are required to collect such deficiency. If Lessor is unable to repossess any Unit of Facility Element for any reason, such Unit of Facility Element shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8. No termination, repossession or other act by Lessor after a Default shall relieve Lessee from any of its obligations hereunder unless Lessor releases Lessee in writing. In addition to all other charges hereunder, Lessee shall pay to Lessor on demand all reasonable fees, costs and expenses incurred by Lessor as a result of such Default, including without limitation, attorneys', appraisers', and brokers'

fees and expenses and costs of removal, storage, transportation, insurance and disposition of the Facility Elements (except to the extent deducted as aforesaid) and of enforcement of any of Lessor's rights pursuant to any of the instruments given as security herefor as set forth in any Schedule. In the event that any court of competent jurisdiction determines that any provision of this Section is invalid or unenforceable in whole or in part such determination shall not prohibit Lessor from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which Lessor seeks to recover such damages. **TO THE EXTENT PERMITTED BY LAW, LESSEE HEREBY WAIVES TRIAL BY JURY AND ANY RIGHT OF SET-OFF OR COUNTERCLAIM IN ANY ACTION BETWEEN LESSOR AND LESSEE.**

(c) Lessor's remedies for Default may be exercised instead of or in addition to each other or any other legal or equitable remedies. Lessor has the right to set-off any sums received from any source (including insurance proceeds) against Lessee's obligations under each Lease. Lessee waives its right to object to the notice of the time or place of sale or lease and to the manner and place of any advertising. Lessee waives any defense based on statutes of limitations or laches in actions for damages. Lessor's waiver of any Default is not a waiver of its rights with respect to a different or later Default.

(d) Lessor may recover as liquidated damages for loss and not as penalty all past due amounts as well as an amount equal to the present value of monies to be paid by the Lessee during the remaining term of the Lease or any successive periods then in effect calculated by discounting at the rate of the greater of eight percent (8.0%) or the interest rate provided for in the applicable Schedule per annum compounded monthly, which payment shall become immediately due and payable.

14. MISCELLANEOUS.

(a) Time is of the essence of each Lease. Lessor's failure at any time to require that Lessee strictly perform its obligations under any Lease will not prevent Lessor from later requiring such performance. Lessee agrees, upon Lessor's written request, to sign any document presented by Lessor from time to time to protect Lessor's rights in the Facility Elements. Lessee also agrees to pay Lessor's reasonable attorneys' fees and out-of-pocket expenses in protecting or enforcing its rights under a Lease.

(b) All required notices will be considered to have been given if sent by registered or certified mail, return receipt requested, or overnight courier service, return receipt requested, to the Lessor and to the Lessee at the addresses stated below, or at such other place as such addressee may have designated in writing, in each case on the date of delivery or refusal of delivery shown on the return receipt therefor:

If to Lessor:

ACF Leasing, LLC
630 Davis Street, Suite 300
Evanston, Illinois 60201

If to Lessee:

Green Bay Renewable Energy, LLC
P.O. Box 257
Oneida, WI 54155

(c) So long as there is no Default, Lessor shall not interfere with Lessee's quiet enjoyment of the Facility Elements. If a provision of a Lease is declared invalid under law, the affected provision will be considered omitted or modified to conform to applicable law. All other provisions will remain in full force and effect.

(d) If Lessee fails to comply with any provision of a Lease, Lessor has the right, but is not obligated, to have such provision brought into compliance. This right is in addition to the Lessor's right to declare a Default. All expenses incurred by Lessor in bringing about such compliance will be considered Rent which is due to Lessor within five (5) days after the date Lessor sends to Lessee a written request for payment.

(e) All overdue payments will bear interest at the "*Overdue Rate*", which is the lower of twenty percent (20%) per annum or the maximum rate allowed by law. Interest will accrue daily until payment in full is received.

(f) All of Lessor's rights (including indemnity rights) under a Lease survive the Lease's expiration or termination, and are enforceable by Lessor, its successors and assigns.

(g) ARTICLE 2A: EACH LEASE IS A "FINANCE" LEASE AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. To the extent permitted by applicable law, Lessee hereby waives all rights and remedies conferred upon a Lessee by Article 2A (sections 506-522) of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel or repudiate the Lease; (ii) reject, revoke acceptance or accept partial delivery of the Facility Elements or "cover"; (iii) recover damages from Lessor for any breach of warranty or for any other reason; and (iv) grant a security interest in any Unit of Facility Element in Lessee's possession. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise that may limit or modify any of Lessor's rights or remedies hereunder. Any action by Lessee against Lessor for any default under any Lease, including breach of warranty or indemnity, shall be commenced within one (1) year after any such cause of action accrues.

(h) THIS AGREEMENT SHALL BE BINDING AND EFFECTIVE WHEN ACCEPTED BY LESSOR AT ITS OFFICES IN ILLINOIS. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN ILLINOIS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ILLINOIS LAW. LESSEE AND LESSOR AGREE THAT ALL LEGAL ACTIONS IN CONNECTION WITH THIS AGREEMENT SHALL TAKE PLACE IN THE FEDERAL OR STATE COURTS SITUATED IN COOK COUNTY, ILLINOIS.

(i) ~~THIS AGREEMENT AND ANY SCHEDULE, LEASE AND~~ ANNEXES THERETO CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE UPON SIGNING BY BOTH LESSOR AND LESSEE. A LEASE MAY NOT BE CHANGED EXCEPT BY WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY AGAINST WHOM IT IS TO BE ENFORCED. LESSEE IRREVOCABLY AUTHORIZES LESSOR TO PREPARE AND SIGN ON BEHALF OF LESSEE ANY INSTRUMENT NECESSARY OR EXPEDIENT FOR FILING, RECORDING OR PERFECTING THE INTEREST OF LESSOR IN EACH LEASE, THE RELATED FACILITY ELEMENTS AND THE PROCEEDS OF BOTH.

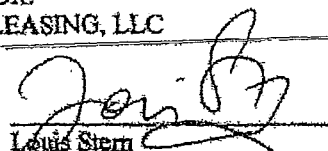
(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:
ACF LEASING, LLC

LESSEE:
GREEN BAY RENEWABLE ENERGY, LLC

By:


Louis Stern
Its Chief Executive Officer

By:

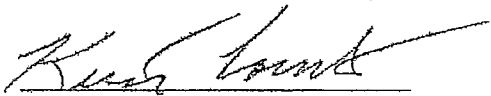

Kevin Cornelius
Its Chairman

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:
ACF LEASING, LLC

LESSEE:
GREEN BAY RENEWABLE ENERGY, LLC

By: _____
Louis Stern
Its Chief executive Officer

By: _____
Kevin Cornelius
Its Chairman

SCHEDULE 1 TO

Master Lease Agreement, dated May 24, 2013 (the "*Master Lease*"), by and between ACF Leasing, LLC, a Delaware limited liability company (together with any successor or assignee, "*Lessor*") and Green Bay Renewable Energy, LLC, a Delaware limited liability company (together with any successor or permitted assignee, "*Lessee*").

Facility Elements:

~~The Machines, Ancillary Equipment and Leasehold Improvements described below.~~

Initially, the Facility Elements will take waste plastic and solidify the plastic into puck sized solids, heat the pucks and create base oil. The Machines will then distill the oil into diesel, jet fuel, and fuel oil. In the process, the Machines will also create vapor gas and char. The Facility Elements will filter the gas so that it will be usable in a gas generator. The Facility Elements will contain storage areas for the gas, and oil products. The Facility Elements will have a collection area for the char and a container to store the char prior to disposal or sale.

Machines:

Three (3) forty-ton liquefaction machines, Serial Nos. LTF40-1001, LTF40-10002 and LTF40-1003.

Ancillary Equipment:

Such pre-treatment equipment as is reasonably necessary to pre-treat, process, on an average monthly basis, no less than thirty (30) tons of polypropylene by-products per twenty-four (24) hour period into raw materials which can be processed by the Machines.

Leasehold Improvements:

Such leasehold improvements to the Sites (as defined below) as are necessary to allow the installation and operation of the Machines and the Ancillary Equipment.

Business:

The processing, by each Machine, on an average monthly basis, of no less than thirty (30) tons of polypropylene by-products per twenty-four (24) hour period into oil and other by-products.

Sites:

Monona, Wisconsin (2 or 3 machines)
Cheboygan, Michigan (0 or 1 machine)

Permitted Encumbrances:

Liens in favor of Lessee's Lender.

Machine Supplier:

GCF Equipment, LLC, a Delaware limited liability company

Supplier Warranty:

Upon delivery of each Machine, Lessor shall cause the Machine Supplier to issue to Lessee a written limited warranty for such Machine which shall provide that, for a period commencing on the date of this Lease for such Machine, and ending on the date which is five (5) years thereafter (such period, the "Warranty Period"), that such Machine shall be free from defects in material and workmanship and shall meet or exceed the Minimum Level. The written warranty shall provide, among other items, that if it is determined at any time during the Warranty Period that a specific Machine is defective in material or workmanship or fails in any manner to meet the Minimum Level (each such Machine, a "Non-Conforming Machine"), the Machine Supplier shall, at its sole cost and expense, repair the Non-Conforming Machine or, if it is unable to be repaired, replace the Non-Conforming Machine with a Machine which shall thereafter meet or exceed the Minimum Level for the remainder of the Warranty Period.

At the termination of each Warranty Period during the Term, so long as the Warranty Renewal Payment (as defined below) is paid to Lessor, Lessor shall cause the Machine Supplier to issue to Lessee a written limited warranty for such Machine which is the same in all respects to the warranty issued for the Warranty Period above, which shall provide that, for a period commencing on the day after the termination of the prior Warranty Period or Renewal Warranty Period, as applicable, and ending on the date which is five (5) years thereafter (such period, the "Renewal Warranty Period"), that such Machine shall be free from defects in material and workmanship and shall meet or exceed the Minimum Level.

The warranty obligations of the Machine Supplier shall be supported by a letter of credit issued to Lessee by a financial institution reasonably acceptable to Lessee, in a stated amount of \$1,740,000 which shall expire on the first annual anniversary of the Initial Term Start Date for the first Machine delivered to Lessee.

Minimum Level:

Each Machine shall, at a minimum have the ability, by no later than ninety (90) days after the date that it becomes operational and begins processing poly by-products into oil and other products, to process, on a monthly basis, an average of no less than thirty (30) tons of poly by-products in every twenty-four (24) hour period.

IP License:

Upon delivery of each unit of Equipment, ACF IP, LLC, a Delaware limited liability company which is an affiliate of Lessor ("ACF IP"), shall issue to Lessee a written, non-exclusive limited license to use the technology related to such Machine during the Term solely for purposes of operating such Machine which shall include ACF IP's obligation to indemnify and hold Lessee harmless for any infringement actions resulting from Lessee's use of such Machine.

Initial Term Start Date:

For each Machine, the date that it becomes operational and begins processing poly by-products into barrels of oil and other products manufactured using such unit of Equipment

Lease Commencement Date:

The later of the date of this Schedule or the date of the receipt by the Lessee of the proceeds of a loan from Lessee's Lender in the amount of approximately \$21,777,777, of which \$19,600,000 is guaranteed by the United States Department of the Interior, Bureau of Indian Affairs.

Lease Payments:

Sixteen Million Three Hundred Nineteen Thousand, One Hundred Ten Dollars (\$16,319,110), payable on the Lease Commencement Date; and

Four Million Eight Hundred Ninety-Eight Thousand Eight Hundred Ninety Dollars (\$4,898,890) (the "Subsequent Payment"), payable upon Lessee's receipt of a Section 1603 grant under the provisions of Section 1603 of the American Recovery and Reinvestment Act of 2009 (the "Grant") of no less than Six Million Dollars (\$6,000,000); provided that if Lessee does not receive such 1603 grant or such 1603 grant is less than Six Million Dollars (\$6,000,000), then the portion of the Subsequent Payment which exceeds the amount of such 1603 grant received shall not be payable until the later of (a) the time that Lessee's Lender consents in writing to Lessee making such portion of the Subsequent Payment; and (b) the date upon which Lessee's Lender has received and reviewed Lessee's

audited financial statements for the period ending December 31, 2015 and such audited financial statements demonstrate to Lessee's Lender, in its reasonable discretion, that that Lessee has sufficient revenues and cash flow to pay all of its expenses, including its debt service payable to its lender and such portion of the Subsequent Payment in eighty-four (84) monthly payments of Fifty Eight Thousand, Three Hundred Twenty Dollars and Twelve Cents (\$58,320.12) each and Lessee has established a reserve out of its cash flow sufficient in an amount equal to such portion of the Subsequent Payment. The parties agree that Lessee's right to receive any portions of the Subsequent Payment shall be subordinate (both as to payment and collateral) to the obligations owing by Lessee to Lessee's Lender, such that Lessee's Lender shall have the right to require Lessee to cease making payments on the Subsequent Payment in the event of a default on the obligations owing by Lessee to Lessee's Lender, with such payments to be reinstated if such default is cured.

Subordinated Debt:

On the Lease Commencement Date, Lessor shall lend to Lessee the sum of Eight Hundred Seventy Thousand Dollars (\$870,000) (the "Note Amount"), which shall be evidenced by a Subordinated Promissory Note to be executed by Lessee, which Subordinated Promissory Note shall bear interest at six percent (6%) per annum and be subordinate to Lessee's Lender, such subordination to provide that if Lessee does not receive the 1603 grant described above, then the Note Amount and all accrued interest thereon shall not be payable until the later of (a) the time that Lessee's Lender consents in writing to Lessee paying the Note Amount and all accrued interest thereon; and (b) the date upon which Lessee's Lender has received and reviewed Lessee's audited financial statements for the period ending December 31, 2015 and such audited financial statements demonstrate to Lessee's Lender, in its reasonable discretion, that that Lessee has sufficient revenues and cash flow to pay all of its expenses, including its debt service payable to its lender, the portion of the Subsequent Payment described above and eighty-four (84) monthly payments of Ten Thousand, Three Hundred Fifty Seven Dollars and Fourteen Cents (\$10,357.14) plus accrued interest each and Lessee has established a reserve out of its cash flow sufficient in an amount equal to the Note Amount and accrued interest thereon. The parties agreed that Lessee's right to receive any portions of the

Note Amount and accrued interest thereon shall be subordinate (both as to payment and collateral) to the obligations owing by Lessee to Lessee's Lender, such that Lessee's lender shall have the right to require Lessee to cease making payments on the Note Amount and accrued interest thereon in the event of a default on the obligations owing by Lessee to its lender, with such payments to be reinstated if such default is cured.

Royalty Loan:

On the Lease Commencement Date, Lessor shall lend to Oneida Energy Corporation, the indirect parent of Lessee ("OEC"), the sum of Two Million, Seven Hundred Seventy Seven Thousand Seven Hundred Seventy Seven Dollars (\$2,777,777) (the "Royalty Amount"), which shall be evidenced by a Promissory Note to be executed by OEC, which Promissory Note shall bear interest at six percent (6%) per annum and provide for payments to be made to Lessor in an amount equal to eighty-five percent (85%) of the amounts paid to Oneida Seven Generations Corporation, the parent of OEC ("OSGC"), by Lessee as royalty payments (the "Royalty Payments") until the Royalty Amount and all accrued interest have been paid to Lessor. The making of the loan to OEC shall be conditioned upon Lessor receiving, as security for the Promissory Note, (a) an assignment from OSGC to Lessor all of its rights to receive the Royalty Payments, (b) a pledge from Oneida Energy Blocker, Inc., which is the parent of Lessee and wholly-owned by OEC, to Lessor of a first priority security interest in forty-nine percent (49%) of the issued and outstanding membership interest in Lessee.

Term:

Twenty (20) years from the Initial Term Start Date

Warranty Renewal Payment:

At the commencement of each 5-year period during the Term (commencing with the 5 year period which begins on the fifth anniversary of the Initial Term Start Date), the Lessee shall pay the lesser of (i) the actual cost incurred by Lessor (or its subcontractor) to refurbish the Machines and add any needed upgrades so that the Machines will be able to operate at the Minimum Level, and (ii) \$1,768,167 per Machine (the "Renewal Cap"). Lessor shall be solely responsible for any and all costs in excess of the Renewal Cap, to refurbish the Machines and add any needed upgrades so that the Machines will operate at the Minimum Level.

Delivery, Installation and Testing:

Lessor shall be responsible for all costs and expenses related to (i) permits related to the installation and operation of the Facility Elements, (ii) delivering the Facility Elements to the applicable Sites, (iii) installing all such Facility Elements at the applicable Sites including, but not limited to, the costs of all parts, supplies, labor, third party contractors, expendable parts and supplies, and all other matters, and (iv) testing the Machines to assure they meet the Minimum Level. Lessor agrees that all such installation of any Unit of Facility Element shall be done in compliance with the standards (including testing and start-up requirements) provided in the DNR Air Pollution Control Permit Number 11-JJW-071 of September 9, 2011, as the same may be amended, and all applicable permits and regulations.

Operation and Maintenance:

Lessee shall be required to enter into an Operations and Maintenance Agreement (the "O&M Agreement") with ACF Services, LLC, a Delaware limited liability company, for the operation and maintenance of the Facility Elements during the term of the Lease, such Operations and Maintenance Agreement to be in form and substance reasonably satisfactory to Lessor and Lessee.

Automatic Termination:

This Lease shall automatically terminate upon the termination or expiration, for any reason, of the O&M Agreement.

Representations:

Lessee represents and warrants to Lessor that as of the date hereof and each Lease Commencement Date:

- (i) Lessee acknowledges and agrees that, except as provided in any agreement between Lessee and Lessor (or any of its affiliates), with respect to any of the Facility Elements, Lessor waives all right to receive any payment under Section 1603 of the American Recovery and Reinvestment Act of 2009 and its rules and applicable regulations, has agreed to waive such right to payment prior to Lessee applying for such payment and consents and elects to pass through any such payment to the Lessee; and
- (ii) Lessee agrees to include ratably in gross income over the five year recapture period required under

1603 of the American Recovery and Reinvestment Act of 2009 and its rules and applicable regulations, an amount equal to fifty percent (50%) of the amount of the Section 1603 Payment;

Lessor represents and warrants to Lessee that as of the date hereof and each Lease Commencement Date:

- (i) Lessor is a person eligible to receive payment under ~~Section 1603 of the American Recovery and Reinvestment Act of 2009~~ and its rules and applicable regulations and Lessor is not a mutual savings bank or similar financial organization, a regulated investment company nor a real estate investment trust;
- (ii) Except as provided in any agreement between Lessee and Lessor (or any of its affiliates), with respect to any Facility Elements, Lessor waives all right to receive any payment under Section 1603 of the American Recovery and Reinvestment Act of 2009 and its rules and applicable regulations, has agreed to waive such right to payment prior to Lessee applying for such payment and consents and elects to pass through any such payment to the Lessee;
- (iii) With respect to any of the Facility Elements, Lessor waives any and all right to claim a production or investment tax credit under section 45 and 48 of the Internal Revenue Code with respect to such property for the taxable year of the Section 1603 payment and subsequent years;

Cooperation:

Lessor shall cooperate with Lessee in providing and perform any and all actions and requirements reasonably necessary or required by the provisions of Section 1603 of the American Recovery and Reinvestment Act of 2009 and its related rules and regulations in order to apply for and receive any and all funds available under the grant provisions of such Act.

Indemnification:

Lessee agrees to indemnify, defend and keep harmless Lessor, its officers, managers, employees, agents, successors and assigns, from and against any all losses,

damages, penalties, claims and actions, including
reasonable legal expenses, arising out of or in connection
with the Business.

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 1603 OF THE
AMERICAN RECECOVERY AND REINVESTMENT ACT OF 2009 AND
APPLICABLE RULES AND REGULATIONS

1. Name, address and employer identification number of Lessor:

ACF Leasing, LLC, a Delaware limited liability company
630 Davis Street, Suite 300
Evanston, Illinois 60201
EIN: 46-0754232

2. Name, address and employer identification number of Lessee:

Green Bay Renewable Energy, LLC, a Delaware limited liability company
P.O. Box 257
Oneida, WI 54155
EIN: -

**FIRST AMENDMENT TO
SCHEDULE I TO**

Master Lease Agreement, dated May 24, 2013 (the "*Master Lease*"), by and between ACF Leasing, LLC, a Delaware limited liability company (together with any successor or assignee, "*Lessor*") and Green Bay Renewable Energy, LLC, a Delaware limited liability company (together with any successor or permitted assignee, "*Lessee*").

1. The paragraph captioned "Leasehold Improvements" is hereby amended to read, in its entirety, as follows:

Leasehold Improvements:

Such leasehold improvements to the Sites (as such term "Sites" is defined below) as are necessary to allow the installation and operation of the Machines and the Ancillary Equipment, including office space, as needed, at the Sites.

2. The paragraph captioned "Royalty Loan" is hereby amended to read, in its entirety, as follows:

Royalty Loan:

On the Lease Commencement Date, Lessor shall lend to Oneida Energy Corporation, the indirect parent of Lessee ("OEC"), the sum of Two Million, One Hundred Seventy Seven Thousand Seven Hundred Seventy Seven Dollars (\$2,177,777) (the "Royalty Amount"), which shall be evidenced by a Promissory Note to be executed by OEC, which Promissory Note shall bear interest at six percent (6%) per annum and provide for payments to be made to Lessor in an amount equal to eighty-five percent (85%) of the amounts paid to Oneida Seven Generations Corporation, the parent of OEC ("OSGC"), by Lessee as royalty payments (the "Royalty Payments") until the Royalty Amount and all accrued interest have been paid to Lessor. The making of the loan to OEC shall be conditioned upon Lessor receiving, as security for the Promissory Note, (a) an assignment from OSGC to Lessor all of its rights to receive the Royalty Payments, (b) a pledge from Oneida Energy Blocker, Inc., which is the parent of Lessee and wholly-owned by OEC, to Lessor of a first priority security interest in forty-nine percent (49%) of the issued and outstanding membership interest in Lessee.

3. The paragraph captioned "Operation and Maintenance" is hereby amended to read, in its entirety, as follows:

Operation and Maintenance:

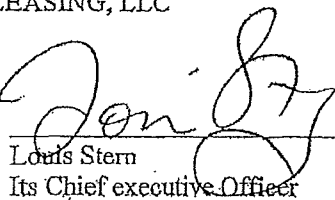
Lessee shall be required to enter into an Operations and Maintenance Agreement (the "O&M Agreement") with ACF Services, LLC, a Delaware limited liability company, for the operation and maintenance of the Facility Elements during the term of the Lease, such Operations and Maintenance Agreement to be in form and substance reasonably satisfactory to Lessor and Lessee. In the event of any inconsistencies between the terms and provisions of the O&M Agreement and the terms and provisions of this Schedule 1, the terms and provisions of the O&M Agreement shall govern.

4. Except to the extent the Agreement is hereby expressly supplemented, amended or modified, the Agreement shall remain in full force and effect, subject to further amendment in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of June 10, 2013.

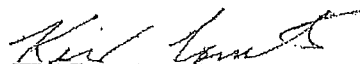
LESSOR:
ACF LEASING, LLC
LLC

By:


Louis Stern
Its Chief executive Officer

LESSEE:
GREEN BAY RENEWABLE ENERGY,

By:


Kevin Cornelius
Its Chairman

OPERATION AND MAINTENANCE AGREEMENT

THIS OPERATION AND MAINTENANCE AGREEMENT ("Agreement") is entered into as of this 24th day of May, 2013, by and between ACF Services, LLC, a Delaware limited liability company ("Operator"), and Green Bay Renewable Energy, LLC, a Delaware limited liability company ("Client").

RECITALS

WHEREAS, Client has entered into a Master Lease Agreement (the "Master Lease"), of even date herewith, with ACF Leasing, LLC, a Delaware limited liability company ("Leasing"), which provides in Schedule 1 thereto, among other items, for the turn-key lease of the Facility Elements as that term is defined in the Master Lease (the "Facility Elements") designed to process, on an average monthly basis, no less than thirty (30) tons of polypropylene by-products per twenty-four (24) hour period, into oil and other by-products (the "Business");

WHEREAS, The Master Lease provides, among other items, for the lease of certain liquefaction machines (the "Machines") listed in the attached Schedule 1, pursuant to Schedule 1 to the Master Lease (the "Lease");

WHEREAS, Pursuant to the Lease, the Machines will be located at one or more sites leased by Client (the "Site" or "Sites") listed in the attached Schedule 1 (collectively all Machines operating under the Lease, regardless of location, are referred to herein as the "System");

WHEREAS, Upon delivery of each Machine, GCF Equipment, LLC, a Delaware limited liability company ("Equipment"), will deliver to Client a Limited Warranty Agreement (the "Warranty") which provides Client with a limited warranty on such Machine;

WHEREAS, Upon delivery of each Machine, ACF IP, LLC, a Delaware limited liability company ("IP"), will deliver to Client a License Agreement (the "License Agreement") which provides Client with a limited license to use such Machine during the term of the Lease;

WHEREAS, Client will be entering into a number of agreements (collectively, the "Financing Agreements") with Wisconsin Bank & Trust Company ("Lender"), which provide Client with financing to cover a portion of its costs under the Lease and for other costs related to the System;

WHEREAS, Operator is in the business of operating and maintaining facilities for such Business;

WHEREAS, Client desires to retain Operator to provide any and all operational and maintenance functions, in any manner related to the Facility Elements, and operate the Business and the Facility Elements on a turnkey basis; and

WHEREAS, Operator is willing to accept such retention, all on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained in this Agreement, the delivery and sufficiency of which is acknowledged, the parties agree as follows:

1. Term of Agreement. This Agreement shall be for a term (the "Term") commencing on the Lease Commencement Date (as that term is defined in Schedule 1 to the Lease) and ending on the date of expiration or termination of the Lease, subject to earlier termination as provided in this Agreement.

2. Operator's Duties, Rights and Obligations. Operator agrees to provide to Client, during the Term, any and all necessary and required day to day management, operation and management services in connection with the Business and the Facility Elements (the "Services") including, but not limited to the items described below. The parties acknowledge and agree that during the term of this Agreement, Operator shall be the sole and exclusive provider of the Services at each Site.

(a) Operation of the Facilities. Operator shall be responsible for operating the Facility Elements in compliance with the specifications and procedures of their manufacturer and in full compliance with the Lease and in compliance with all terms of the Warranty and the License Agreement. Such operation shall include, but not be limited to:

- (i) Sorting feedstock delivered to the Site;
- (ii) Feeding the feedstock into the Machines;
- (iii) Having the Facility Elements process the feedstock into end-product;
- (iv) Arranging for the delivery of end-product to purchasers of the end-product;
- (v) Managing the on-site electricity generation equipment that primarily supplies capacity for the Facility Elements;
- (vi) Developing and implementing policies, procedures, programs and schedules for the operation of the Facility Elements;
- (vii) Maintaining the books and records for the income and expenses of the Facility Elements;
- (viii) Developing the process, accounting and legal framework necessary for the Facility Elements to produce end-product that qualifies for an EPA Renewable Identification Number;

(ix) Complying with all applicable Tribal, local, State and Federal health, safety and environmental regulations that are applicable to operation of the Business; and

(x) All other tasks and responsibilities necessary to manage, operate and maintain the Facility Elements and the Business.

Client agrees to execute such other documents and take such other actions to effectuate the provisions of this clause (a) as may reasonably be requested by Operator.

(b) Maintenance. Operator shall be responsible for maintaining the Facility Elements and Business in accordance with the specifications and procedures of the applicable manufacturer and in compliance with the terms of the Warranty and License Agreement. Operator shall maintain an inventory of spare parts for the Facility Elements at each Site. Operator shall comply with the Lease, Warranty and License Agreement with respect to all equipment at each of the Sites.

(c) Operator Personnel. Operator shall provide all of the personnel (the "Personnel") necessary for the efficient operation and maintenance of the Business and the Facility Elements. Such Personnel shall initially include:

- (i) One (1) full-time equivalent (40 hours per week) General Manager;
- (ii) One (1) full-time equivalent (40 hours per week) Operations Manager at each Site;
- (iii) Four (4) full-time equivalent (40 hours per week) supervisors per Site;
- (iv) Ten (10) full-time equivalent (40 hours per week) operations specialists per Machine;
- (v) Eight (8) full-time equivalent (40 hours per week) skidster operators;
- (vi) Eight (8) full-time equivalent (40 hours per week) pre-treatment operators;
- (vii) Four (4) full-time equivalent (40 hours per week) maintenance specialists per Site.

The parties acknowledge and agree that all such Personnel are the employees and/or independent contractors of Operator. Operator retains complete control over hiring, firing and disciplining all Personnel and Operator shall at all times indemnify and hold Client harmless for any claims of whatsoever nature brought by an employee or independent contractor of Operator. Operator will consult with Client and will attempt to honor Client's reasonable requests regarding said Personnel; however, Operator reserves the right to determine the assignment of its Personnel. The parties acknowledge and agree that Operator's personnel will be shared by Client with other clients of Operator, so long as doing so will not cause a material adverse impact to the operation of the Business,

the Facility Elements or the financial expectations of the Client with respect to the System.

(d) Compliance with Agreements. Operator shall be responsible for maintaining the Facility Elements in accordance with the Lease, the Warranty, the License Agreement and the Financing Agreements, including but not limited to ensuring that with respect to each Machine, at the end of the Term of each Lease, each Machine (i) is in the same condition as when received by Lessee, reasonable wear and tear excepted (ii) has been tested and is operating in accordance with the manufacturer's specifications ~~(together with a report detailing the condition of the Facility Element), (iii) qualifies for~~ the manufacturer's used equipment maintenance program, if any, (iv) has been cleaned and treated for damage or otherwise, all in accordance with the manufacturer's recommendations and consistent with the best practices of dealers in used equipment that is similar to such Machine, (v) to cause the removal of all Operator installed markings or labels which are not necessary for the operation, maintenance or repair of such Machine, (vi) is in compliance with all applicable laws, rules and regulations in place during the term of the Lease, (vii) is disassembled, de-installed and packed in accordance with the manufacturer's recommendations by or under the supervision of the manufacturer or any other person acceptable to Lessor and (viii) delivered, freight and insurance prepaid, to a carrier selected by Lessor and to otherwise provide for the transportation of such Machine in a manner consistent with the manufacturer's recommendations and practices to any location within the continental United States. Client acknowledges that the costs of complying with this Section 2(d) shall be deemed to be Direct Expense Items (as defined below).

(e) Preparation of Annual Budget. Operator shall prepare an annual budget (including an annual staffing plan) for each Site and for the entire System for each calendar year during the Term, such annual budget to include:

- (i) expected throughput of feedstock (measured in tons per day);
- (ii) expected output of end-product (measured in gallons per day);
- (iii) expected Direct Expense Payments (as defined below) and all other related income and expense categories that relate to the System.

The annual budget for calendar year 2014 is attached hereto as Schedule 2, which shall be deemed the Approved Budget for calendar year 2014 for all purposes of this Agreement. A proposed annual budget for each calendar year during the Term, commencing with calendar year 2015, will be prepared by Operator and presented to Client for approval no later than two months prior to the beginning of such calendar year. Client agrees to approve, reject or submit a revised annual budget within fifteen (15) days of submission to it of the proposed annual budget by Operator. If the proposed annual budget for any calendar year is approved by Client, it shall be deemed the Approved Budget for such calendar year. In the event the Parties are unable to agree on a proposed annual budget for any calendar year, then, at the option of Operator, either (I) one hundred five percent (105%) of the most recently approved Annual Budget (including any additional

expenditures which were approved pursuant to clause (B) of this paragraph during the relevant calendar year), or (II) the appropriate portion of the Project Budget attached hereto as Schedule 2, shall be deemed the Approved Budget for such calendar year until Client and Operator are able to agree upon a replacement Approved Budget. Operator shall provide the Services in compliance with the applicable Approved Budget; provided that Operator may, in any calendar month, expend (A) up to ten percent (10%) more for any line item for such calendar month in the applicable Approved Budget, and (B) such additional amounts as are approved in advance by Client.

(f) Reporting. Operator shall provide Client with a monthly accounting statement relating to production volumes, revenues, costs and expenses of each Machine as well as for the Business in total. Operator agrees to keep adequate, accurate records pertaining to production volumes, revenues, costs and expenses of each Machine and for the Business in total, and to retain such records for at least two years after the termination or expiration of this Agreement. Operator will cooperate with Client to provide such other information as may be required under the Financing Agreements.

(g) Exclusive Provision of Services. Operator agrees that, during the Term, it shall not provide services similar in nature to the Services to any other party within a 25 mile radius of any Site to the extent that the provision of such services will adversely affect the ability of Operator and Client to procure feedstock for any Facility; provided that nothing in this Section 2(g) shall prevent Operator from providing services to any person or entity to the extent that such services are part of a transaction to which Client or one of its affiliates is a party.

3. Client's Duties, Rights And Obligations. Client agrees to the following, which shall be deemed material provisions of this Agreement:

(a) Sites. Client shall provide Operator with exclusive use of the Sites (subject to Client's right of access at any reasonable time) during the Term. Client shall assure that each of the Sites have adequate utility service for the operation and maintenance of the Machines, including heat, electricity, air conditioning, water, telephone service and Internet service.

(b) Supplies, Equipment and Furnishings. Operator shall determine and Client shall provide and maintain supplies reasonably necessary for the normal day-to-day operations of the Facility Elements and Business at the Sites. Client shall also provide, as reasonably requested, such equipment (other than the Facility Elements) and furnishings at the Sites as is reasonably necessary for the normal day-to-day operations of the Business.

(c) Cooperation with Operator. Client shall cooperate with Operator in the management, operation and maintenance of the Facility Elements and Business and shall comply with the policies, procedures and programs established by Operator.

(d) Exclusive Use of Operator. Client agrees that Operator shall exclusively provide the operation and maintenance for the Facility Elements and Business at the Sites.

4. Mutual Duties, Rights And Obligations. Client and Operator agree that they will work jointly and cooperatively to obtain intake agreements for the provision of feedstock to the Facility Elements and outtake agreements for the sale and distribution of the end-products produced by the Facility Elements; provided that entering into any such agreements shall require the consent of Operator and Client. Client and Operator agree (i) to use their commercially reasonable efforts to provide that all contracts for intake feedstock and sale and distribution of end-products will be negotiated with terms that are commercially reasonable and that do not provide for any sale or marketing expense or commission to be paid to Client or Operator in excess of ten percent (10%) of the total contract value, and (ii) that any payments pursuant to such contracts to Client or Operator for any sale or marketing expense or commission in excess of the actual costs of Client or Operator, as applicable, for providing such sale or marketing services shall be deemed revenues of the System and shall be deposited into the Master Account (as defined below) as provided in Section 6(b).

5. Insurance.

(a) Operator Insurance. At all times during the Term of this Agreement, Operator shall obtain and maintain worker's compensation insurance, and general liability and property damage insurance either through commercial policies or a self-insurance program in customary amounts covering Operator and its employees and agents providing services pursuant to this Agreement.

(b) Client Insurance. At all times during the Term of this Agreement, Client shall obtain and maintain general liability and property damage insurance either through commercial policies or a self-insurance program in customary amounts covering Client and its employees and agents providing services pursuant to this Agreement; provided that such general liability insurance shall have minimum coverage amounts equal to One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. In the event Client procures such liability coverage which is not on an occurrence basis, Client shall at all times to the extent available on commercially reasonable terms, including without limitation, for a minimum of ten (10) years after the expiration or termination of this Agreement for any reason, maintain at Client's expense, general liability insurance coverage relating to Client's actions and failures to act during the Term of this Agreement ("Continuing Coverage"). Such Continuing Coverage may be in the form of an extended reporting endorsement, commonly known as "tail" coverage or such other form as is acceptable to Operator. Client shall provide to Operator a certificate of insurance from an insurance carrier acceptable to the Operator, evidencing that all required insurance policies or extended reporting endorsements are in effect. Such policy or policies also shall provide for at least thirty (30) days advance written notice from the insurer as to any alteration of coverage, cancellation or other termination. The certificate of insurance shall require such notice to be given to Operator. Client shall cause Operator to be named as an additional insured on all insurance coverage required by this Section. Client shall notify Operator of any and all incidents, untoward occurrences, or claims arising out of Client's services provided pursuant to this Agreement and Client shall cooperate in any investigation of claims or incidents by Operator.

(c) Survival of this Section. This Section 5 shall survive the termination or expiration of this Agreement for any reason.

6. Compensation of Operator.

(a) As compensation for the Services provided by Operator pursuant to this Agreement, Client shall pay to Operator during the Term:

(i) an amount equal to one hundred-ten percent (110%) of all the direct costs, expenses and fees reasonably incurred by Operator (the "Direct Expense Payment") related to the provision of the services to be provided by Operator pursuant to this Agreement (the "Direct Expense Items"), plus

(ii) forty-nine percent (49%) of GBRE's Net Income (the "Profit Payment"). For purposes of this Agreement, "Net Income" is defined as gross revenues from all sources, less operating expenses (including the Direct Expense Payment), less cash taxes, less payments required under the Lease Agreement with Wells Fargo Bank, N.A., less payments due under the Lease (amortized on a straight-line basis during the applicable initial term or renewal term), but excluding non-cash items (primarily depreciation and amortization), plus

(iii) an amount equal to the remainder obtained by dividing GBRE's D&A by sixty percent (60%) (the "D&A Payment"). For purposes of this Agreement, "D&A" is defined as, for any period, the product of (A) the depreciation and amortization expense of GBRE for such period, multiplied by (B) forty-nine percent (49%), multiplied by (C) forty percent (40%).

Collectively, the Direct Expense Payment, the Profit Payment and the D&A Payment shall be referred to collectively as the "Management Fee". As provided in Section 2(e) above, the amount of the Direct Expense Payment shall in no circumstances exceed the amount included in the applicable Approved Budget without the written approval of Client. Operator shall calculate the Profit Payment for each calendar month during the Term and shall invoice Client for such monthly Profit Payment no later than the tenth (10th) day of the succeeding month. Operator shall calculate the D&A Payment for each calendar quarter during the Term and shall invoice Client for such quarterly D&A Payment no later than the fifteenth (15th) day of the succeeding calendar quarter. All such invoiced amounts shall be deemed earned upon delivery of the applicable invoice to Client.

(b) Bank Accounts.

(i) Client shall open, and maintain, a bank account (the "Master Account") in Client's name to facilitate the orderly receipt and transfer of funds on behalf of Client as contemplated by this Agreement. All withdrawals from the Master Account shall require the signatures of both Client and Operator. Client will provide monthly statements of the Master Account to Operator on a timely basis, but no later than ten (10) days following receipt by Client.

(ii) Client shall open, and Operator shall maintain, a bank account (the "Debt Repayment Account") in Client's name to facilitate the orderly receipt and transfer of funds with respect to the repayment of all sums due under the Financing Agreements to the Lender. All withdrawals from the Debt Repayment Account shall require the signatures of both Client and Operator. Client shall execute such documents as Operator shall reasonably request, including a limited power of attorney, to permit Operator to maintain and operate the Direct Expense Account. Operator will provide monthly statements of the Debt Repayment Account to Client on a timely basis, but no later than ten (10) days following receipt by Operator.

(iii) Client shall open, and Operator shall maintain, a bank account (the "Direct Expense Account") in Client's name to facilitate the orderly receipt and transfer of funds to pay the Direct Expense Payments on behalf of Client as contemplated by this Agreement. Operator shall have the sole signatory authority over the Direct Expense Account. Client shall execute such documents as Operator shall reasonably request, including a limited power of attorney, to permit Operator to maintain and operate the Direct Expense Account. Operator will provide monthly statements of the Direct Expense Account to Client on a timely basis, but no later than ten (10) days following receipt by Operator.

(iv) Client shall open, and Operator shall maintain, a bank account (the "Operating Account") in Client's name to facilitate the orderly receipt and transfer of funds to pay the Operating Payments (as defined below) as contemplated by this Agreement. Operator shall have the sole signatory authority over the Operating Account. Client shall execute such documents as Operator shall reasonably request, including a limited power of attorney, to permit Operator to maintain and operate the Operating Account. Operator will provide monthly statements of the Operating Account to Client on a timely basis, but no later than ten (10) days following receipt by Operator. The "Operating Payments" shall mean payments under the Lease, as well as the utilities, sales commissions, building lease, OSGC royalties, insurance and professional fees expenses provided for in the Approved Budget.

(v) Client shall open, and Operator shall maintain, a bank account (the "Reserve Account") in Client's name to facilitate the collection and maintenance of reserves for the payment of Warranty Renewal Fees for the Facility Elements under the terms of the Lease. All withdrawals from the Reserve Account shall require the signatures of both Client and Operator. Client will provide monthly statements of the Reserve Account to Operator on a timely basis, but no later than ten (10) days following receipt by Client.

(c) Deposit of Revenues; Payment of Direct Expense Payments and Manager's Compensation.

(i) By no later than the Lease Commencement Date, Client shall deposit the sum of \$2,555,000.00 into the Operating Account.

(ii) During the Term, Operator shall deposit all revenues generated by the Facility Elements at the Sites which it receives into the Master Account. If Client receives any revenues generated by the Facility Elements, it shall immediately cause such revenues generated by the Facility Elements at the Sites to be deposited into the Master Account.

(iii) From the revenues received in the Master Account, the Client shall fund the following amounts in the following manner:

(A) To the Debt Repayment Account, the amount of any and all payments for principal, interest and fees required under the Financing Agreement and pursuant to the Approved Budget for a period of forty-five (45) days commencing on the date of such transfer;

(B) To the extent of funds remaining in the Master Account after the funding of the Debt Repayment Account, the Direct Expense Account shall be funded with an amount equal to the one hundred ten percent (110%) of all of the Direct Expense Payment required pursuant to the Approved Budget for a period of forty-five (45) days commencing on the date of such transfer; then

(C) To the extent of funds remaining in the Master Account, after funding of the Debt Repayment Account and the Direct Expense Account, the Operating Account shall be funded with an amount equal to the one hundred ten percent (110%) of all of the Operating Payments required pursuant to the Approved Budget for a period of forty-five (45) days commencing on the date of such transfer; then

(D) To the extent of funds remaining in the Master Account, after funding of the Debt Repayment Account, the Direct Expense Account and the Operating Account, the Reserve Account shall be funded with an amount equal to the cumulative amount of Warranty Renewal Fees required pursuant to the Approved Budget through the end of the calendar month during which such transfer occurs; then

(E) All remaining revenues shall be paid to Operator until Operator has received an amount equal to all earned but unpaid Profit Payment and D&A Payment; then

(F) All remaining revenues shall be paid to Client; provided that Client shall, at all times, retain a reasonable reserve, not less

than Two Hundred Thousand Dollars (\$200,000.00), in the Master Account.

In the event that, at the end of the Term, the aggregate Management Fee for the Term exceeds the aggregate of the amounts which have then been paid to Operator during the Term, Client shall immediately pay to Operator that portion of the Management Fee. This Section shall survive the expiration or termination of this Agreement for any reason.

(d) Audit Rights. During the Term and for the two year period thereafter, Client or Operator shall have the right to cause either an Internal Audit or an Independent Audit (collectively, an "*Audit*") of all such records to ensure that proper records are being kept and to verify all reports and payments due hereunder. An Audit may only be conducted Client, or on Client's behalf by an independent auditor, with a minimum of ten (10) Business Days advance notice and during normal business hours. This Section 5 shall survive for two years after expiration or termination of this Agreement.

(i) Client or Operator may, at its own cost and expense, conduct an audit (an "*Internal Audit*") which will not be binding on the parties using either its own employees and/or an independent auditor. Client or Operator may not conduct an Internal Audit more than four times each calendar year; provided, however, that the foregoing restriction shall not apply to any Internal Audit reasonably necessary to ensure compliance with the Financing Agreements or applicable laws. If an Internal Audit is conducted on Client's behalf by an independent auditor, such independent auditor shall execute a confidentiality agreement with Operator prior to beginning an Internal Audit.

(ii) Client may request that an audit (an "*Independent Audit*") be performed by the Independent Accountant. Independent Audits may not be conducted more than twice each calendar year; provided, however, that the foregoing restriction shall not apply to any Independent Audit reasonably necessary to ensure compliance with applicable laws. The Independent Accountant shall execute a confidentiality agreement with Operator prior to beginning an Independent Audit. Within ten (10) Business Days following the conclusion of an Independent Audit, the Independent Accountant will provide the parties with a copy of the results of the Independent Audit. The results of such Independent Audit shall be binding upon the parties. Operator and/or Client shall pay Client any amounts due as determined by such Independent Audit within ten (10) Business Days of receiving the results thereof. The cost of any Independent Audit hereunder will be borne by Client; provided that if the Independent Audit discloses that Management Fees due and owing to Operator hereunder differs by more than 1% from the amounts actually paid to Operator, Operator shall pay all costs relating to the Independent Audit.

7. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party; provided that Operator may assign this Agreement to any of its affiliates or as part of a sale of all or substantially all of its business, in either case upon

notice to Client so long as Operator remains primarily liable for all obligations and duties contained in this Agreement.

8. Employees. Client agrees that, during the Term hereof, and for a period of (1) year after termination of this Agreement, Client shall not, without the prior written consent of Operator, for any reason, solicit, hire, attempt to solicit or hire, induce or attempt to induce any employee of Operator, or of any of Operator's subsidiaries, owners or affiliates to leave such employment, or permit any corporation, firm, partnership or other entity to do the same. The covenants and provisions of this Section shall survive the expiration or termination, for any reason whatsoever, of this Agreement.

9. Confidentiality. During the Term hereof, and at all times thereafter, neither party shall, without the prior written consent of the other party, directly or indirectly, utilize, publish or communicate or disclose to any third party (other than as required by applicable law or legal process or to perform its obligations pursuant to this Agreement) any trade secrets, confidential business plans, confidential methods of operations, confidential pricing, confidential policies, confidential marketing strategies, or confidential suppliers list of the other party or its subsidiaries, owners or affiliates ("Confidential Information"), whether learned prior to or during the Term, except such Confidential Information as was publicly available prior to the date of this Agreement or which becomes public knowledge during or after the Term other than through the wrongful act of any party hereto, or any of their officers, directors, managers, employees, agents, shareholders, members or owners. Each party further agrees to take all steps necessary to prevent its directors, managers, officers, employees, agents, stockholders, members, subsidiaries and affiliates from disclosing or using, directly or indirectly, the Confidential Information except as permitted by the preceding sentence. The covenants and provisions of this Section shall survive the expiration or termination, for any reason whatsoever, of this Agreement.

10. Intellectual Property.

(a) Client acknowledges that Operator and its affiliates are the sole owners of all patents, trademarks, designs, copyrights and other intellectual property rights associated with the Machines, their operating methodologies and their documentation, regardless of whether such rights have been registered. Client shall not, directly or indirectly, dispute or challenge the intellectual property rights of Operator and its affiliates or use, disclose, copy, reverse engineer, modify or take any other actions with respect to such intellectual property.

(b) Operator acknowledges that Client and its affiliates are the sole owners of all patents, trademarks, designs, copyrights and other intellectual property rights listed on the attached Schedule 3. Operator shall not, directly or indirectly, dispute or challenge the intellectual property rights of Client and its affiliates or use, disclose, copy, reverse engineer, modify or take any other actions with respect to such intellectual property.

11. Injunctive Relief. Operator and Client acknowledge that a breach or violation of the covenants contained in Sections 9 and 10 hereof will have an irreparable, material and adverse effect upon Operator, Client and their respective affiliates and that damages arising from any such breach may be difficult to ascertain. The parties agree that the provisions of Sections 9

and 10 are reasonable, and that Operator and Client shall each be entitled to injunctive relief for breach by the other of all or any part of the terms thereof, without the need to post and bond or other security. If a court of competent jurisdiction shall hold that the duration or scope of the restrictions stated therein are unreasonable, the parties agree the restrictions shall be modified and enforceable to the extent deemed reasonable.

12. Force Majeure. Operator shall be excused from performance under this Agreement while and only to the extent and during such time that such performance is prevented by an Act of God, strike or other labor dispute, war or war condition, act of terrorism, riot, civil disorder, government regulation, embargo, fire, flood, accident, ~~failure of any major component~~ of any Facility Element or any other casualty beyond the reasonable control of Operator (each, a "Force Majeure Event"). In the event that Operator shall be unable to perform any of its obligations as undertaken, it shall promptly advise Client of its inability to perform.

13. Termination. This Agreement may be terminated as follows:

(a) Termination for Breach. Either party may terminate this Agreement by written notice provided to the other party, upon the breach of any one (1) or more material provisions of this Agreement by the other party, which breach is not corrected, to the reasonable satisfaction of the non-breaching party, by the breaching party within thirty (30) days after written notice of such breach is given to the breaching party by the non-breaching party.

(b) Termination for Failure to Maintain Minimum Efficiency. Beginning on the date which is ninety (90) days following the date that the Machines become operational and begin to process poly by-products into end-products, Client may terminate this Agreement by written notice provided to Operator in the event that (i) for any two consecutive months in a twelve month period or (ii) for any four months of any twelve month period, any Machine has not either (A) processed a minimum of seventy-five percent (75%) of the available poly-by-products during such month period (the "Minimum Efficiency Standard"); it being agreed that for purposes of calculating the Minimum Efficiency Standard for any month, the amount of the available poly-by-product for such month shall be capped at nine hundred (900) tons, or (B) generated enough end-product to make the required payments pursuant to the Financing Agreements (the "Minimum Output Standard"). Notwithstanding the foregoing, if the Minimum Efficiency Standard or the Minimum Output Standard has not been obtained solely as a result of a Force Majeure Event (as defined in Section 12), the period during with the Force Majeure Event occurred shall be excluded from the periods set forth in this subsection.

(c) Result of Termination. Upon the termination or expiration of this Agreement for any reason, (i) Operator shall be entitled to immediate payment by Client of the outstanding Management Fee and any other amounts due Operator through the date of termination or expiration, and (ii) Operator shall relinquish signatory authority and any ownership rights in the Master Account, the Debt Repayment Account, the Direct Expense Account, the Operating Account and the Reserve Account.

14. Independent Relationship. It is mutually understood and agreed that Client and Operator are at all times acting and performing as independent contractors. This Agreement is entered into after arms-length negotiations between the parties.

15. Governing Law. This Agreement shall be construed and governed by the laws of the State of Wisconsin. Any disputes pertaining to this Agreement shall be determined exclusively in a court of competent jurisdiction in the County of Cook, State of Illinois.

16. Severability. In the event that any sections, sentences, clauses or phrases of this Agreement shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall, as a result, be rendered invalid, void and/or unenforceable. Instead, each such provision and, if necessary, other provisions of this Agreement shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement. Notwithstanding the preceding sentence, if such court does not make such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part of this Agreement.

17. Modification. This Agreement shall not be modified or amended except by a written document executed by both parties to this Agreement.

18. Section Headings. The Section headings set forth in this Agreement are for purposes of convenience only and shall have no bearing whatsoever on the interpretation or actual content of this Agreement.

19. Notices. All required notices will be considered to have been given if sent by registered or certified mail, return receipt requested, or overnight courier service, return receipt requested, to the Lessor and to the Lessee at the addresses stated below, or at such other place as such addressee may have designated in writing, in each case on the date of delivery or refusal of delivery shown on the return receipt therefor:

If to Operator:

ACF Services, LLC
630 Davis Street, Suite 300
Evanston, Illinois 60201
Attention: Chief Executive Officer

If to Client:

Green Bay Renewable Energy, LLC
P.O. Box 257
Oneida, WI 54155
Attention: Chairman

20. Non-Waiver. No waiver by either of the parties to this Agreement of any failure by the other party to keep or perform any provision, covenant or condition of this Agreement

shall be deemed to be a waiver of any preceding or succeeding breach of the same, or of any other provision, covenant or condition. All rights and remedies granted or referred to in this Agreement are cumulative: resort to one shall not preclude resort to another or any other right or remedy provided by law.

21. Entire Agreement. This Agreement, together with all Schedules, constitutes the entire agreement between the parties with respect to the services to be rendered by Operator and supersedes all prior proposals, oral and written, negotiations, representations, communications, writings and agreements between the parties relating to the subject matter hereof.

22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

23. Non-Assumption Of Liabilities. Operator shall not become liable for any of the existing or future obligations, liabilities or debts of Client by virtue of entering into this Agreement, performing this Agreement or providing services to Client pursuant to this Agreement.

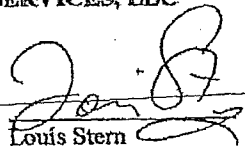
(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

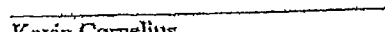
OPERATOR:
ACF SERVICES, LLC

CLIENT:
GREEN BAY RENEWABLE ENERGY,
LLC

By:


Louis Stern
Its Chief Executive Officer

By:

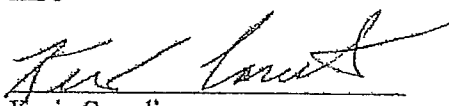

Kevin Cornelius
Its Chairman

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first
above written.

OPERATOR:
ACF SERVICES, LLC

CLIENT:
GREEN BAY RENEWABLE ENERGY,
LLC

By: _____
Louis Stern
Its Chief Executive Officer

By: 
Kevin Cornelius
Its Chairman



Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Advanced Search for:

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searching registered agents, using all of the words, whose entity's status is active or inactive, whose entity's type is any

Corporate Records

Result of lookup for **B076663** (at 8/19/2017 7:39 PM)

BRUSSELS PROPERTIES, LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID	B076663
Registered Effective Date	12/17/2013 Two days after 12/15/13 GTC Directive to Dissolve OSGC
Period of Existence	PER
Status	Delinquent Request a Certificate of Status
Status Date	10/01/2016
Entity Type	Domestic Limited Liability Company
Annual Report Requirements	Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.

Addresses

Registered Agent Office	GAYLEN LA CROSSE 1824 BRUSSELS ROAD BRUSSELS , WI 54204 File a Registered Agent/Office Update Form
Principal Office	630 DAVIS STREET SUITE 300 EVANSTON , IL 60201 UNITED STATES OF AMERICA

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2014	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)

Certificates of Newly-elected

None

Officers/Directors**Old Names**

None

Chronology

Effective Date	Transaction	Filed Date	Description
12/17/2013	Organized	12/18/2013	E-Form
10/01/2016	Delinquent	10/01/2016	

[Order a Document Copy.](#)

MICHIGAN STRATEGIC FUND BOARD MEETING
TUESDAY, MAY 27, 2014
MEDC OFFICE, LANSING
APPROVED MEETING MINUTES

MEMBERS PRESENT:

Paul Andersen
Andrew Lockwood (on behalf of Treasurer Kevin Clinton)
Mark Morante (on behalf of Chairman Mike Finney)
Bill Martin
Terri Jo Umlor
Jody Vanderwel
Shaun Wilson
Mike Zimmer (on behalf of Director Steve Arwood)

MEMBERS ABSENT:

Mike Jackson

Mr. Morante brought the meeting to order at 10:01 am.

COMMUNICATIONS

Andrea Robach, MSF Board Administrator, notified the Board of the following:

- Introduced Mr. Paul E. Anderson as new member of the MSF Board.

PUBLIC COMMENT

At this time Mr. Morante asked if there was any public comment from the audience, and noted that any comments should be kept to three minutes. No members of the public wished to make comment.

UNFINISHED BUSINESS

Mr. Morante asked the Board if there was a motion to bring the matter of unfinished business back to the table for discussion. Andrew Lockwood motioned to continue discussion regarding Systems in Motion. Bill Martin seconded the motion.

Resolution 2014-065 Systems in Motion – MEGA Tax Credit Amendment

Trevor Friedeberg, Business Development Finance, provided the Board with information regarding this action item. He introduced Colin Chapman, VP and General Manager of Systems in Motion's Ann Arbor location, who provided the Board with information regarding the company history, product acquisitions, and performance history. This is a request from the Applicant for an amendment to its existing Standard MEGA Tax Credit. The amendment is required to accurately reflect how the Company hired its Qualified New Jobs related to the original Job Creation MBT Credit. The Company is requesting the 400 job minimum requirement be changed to a minimum of 50 qualified new jobs, which is consistent with the requirement for the first 4 years of credit. A 50 job minimum is also consistent with the requirement for all Standard MEGA Credits under statute. The Company has also requested the project site be expanded to include Meridian Township, Ingham County, Michigan to support and encourage the growth of their Michigan footprint.

Staff Recommendation

MEDC Staff recommends amendments to the Standard MEGA Tax Credit (Resolution 2009-150) as outlined in the proposed resolution.

Young Men's Christian Association of Metropolitan Detroit, doing business as YMCA of Metropolitan Detroit ("YMCA"), is requesting private activity bond financing for the purpose of refunding the Michigan Strategic Fund's outstanding Variable Rate Demand Limited Obligation Revenue Bonds (YMCA of Metropolitan Detroit Project), Series 2001, originally issued in the aggregate principal amount of \$15,000,000 (the "2001 Bonds"), and its outstanding Variable Rate Demand Limited Obligation Revenue Bonds (YMCA of Metropolitan Detroit Project), Series 2003, originally issued in the aggregate principal amount of \$20,000,000 (the "2003 Bonds"). The 2001 Bonds and the 2003 Bonds are currently secured by letters of credit which expire on August 31, 2014.

Staff Recommendation

Based upon a determination by Miller, Carfield, Paddock and Stone, P.L.C., and the State of Michigan Attorney General's office that the refunding complies with state and federal law requirements for tax-exempt financing, the staff recommends the adoption of a Bond Authorizing Resolution in the amount of not to exceed \$30,000,000.

Board Discussion

Mr. Morante asked if there were any questions from the Board. There being none, Bill Martin motioned for the approval of Resolution 2014-076. Terri Jo Umlor seconded the motion. **The motion carried with a roll call vote: 8 ayes; 0 nays; 0 recused.**

Resolution 2014-077 Green Box NA Michigan, LLC – Bond Inducement

Christopher Cook, Business Capital, provided the Board with information regarding this action item. He introduced Ron Van Den Heuvel who provided the Board with a brief overview of the company history, the proposed project, and the technology behind the waste management process the company developed. Green Box NA Michigan, LLC, is seeking the inducement of \$125,000,000 in tax exempt bond financing in order to partially finance a \$200,000,000 project in two separate Michigan locations, one in the City of Detroit, Wayne County and the other at the location of the existing operations of Great Lakes Tissue in the City of Cheboygan, Cheboygan County. The project will take large amounts of commercial waste, primarily from the restaurant industry, collected from in and around the Detroit metropolitan area and pre-process it in a newly developed facility in the City of Detroit and then ship it via tractor trailer in the form of bails and pellets to Cheboygan for final processing into both commodity and value-added finished product components.

Staff Recommendation

After reviewing the Private Activity Bond application for GreenBox NA, Michigan, LLC, staff recommends the adoption of an Inducement Resolution in the amount of \$125,000,000.

Board Discussion

Mr. Morante asked if there were any questions from the Board. Discussion ensued pertaining to the profoundly "green" process the company has developed and the positive impact it will have on minimizing the waste sent to landfills by sanitizing and recycling this waste. There being no further questions, Andrew Lockwood motioned for the approval of Resolution 2014-077. Jody DePree Vanderwel seconded the motion. The motion carried: 8 ayes; 0 nays; 0 recused.

Resolution 2014-078 Middleville Tool & Die/Middleton Enterprises LLC – Bond Inducement

Christopher Cook, Business Capital, provided the Board with information regarding this action item. Middleville Tool & Die, Co. ("Middleville") and Middleton Enterprises, L.L.C. ("Middleton") are requesting private activity bond financing to invest in new machinery, equipment, and office furnishings as well as add an additional 53,000 sq/ft to their current manufacturing facility located in Yankee Springs Township within Barry County. Middleville spent \$51,000 dollars to define and detail the completed

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

GENERATION CLEAN FUELS, LLC,
a Delaware limited liability
company,

Plaintiff,

v.

Case No: 2:14-cv-283-FtM-29DNF

VETERANS CAPITAL CORP., a
Florida corporation,

Defendant.

GAYLEN R. LACROSSE
MICHAEL FLAHERTY
ERIC R. DECATOR
LOUIS R. STERN

JOSEPH E. WOLD JR.,
PRESIDENT

ORDER

This matter comes before the Court on review of the Complaint (Doc. #1) filed on May 22, 2014.¹ Subject-matter jurisdiction is premised on the presence of diversity of jurisdiction between the parties. (Id., ¶ 7.) This requires complete diversity of citizenship, and that the matter in controversy exceed the sum or value of \$75,000, exclusive of interest and costs. 28 U.S.C. § 1332(a); Morrison v. Allstate Indem. Co., 228 F.3d 1255, 1261 (11th Cir. 2000).

Plaintiff Generation Clean Fuels, LLC identifies the members of its limited liability company pursuant to Rolling Greens MHP, L.P. v. Comcast SCH Holdings L.L.C., 374 F.3d 1020 (11th Cir.

¹ If the Court determines "at any time" that it lacks subject-matter jurisdiction, the Court must dismiss the case. Fed. R. Civ. P. 12(h)(3).

2004), however the citizenship of the members is not provided. Plaintiff alleges that one member is a limited liability company whose members are "residents" of Illinois, and that the remaining individual members are "residents" of Illinois and Wisconsin. (Doc. #1, ¶¶ 2-5.) "In order to be a citizen of a State within the meaning of the diversity statute, a natural person must both be a citizen of the United States and be domiciled within the State." Newman-Green, Inc. v. Alfonzo-Larrain, 490 U.S. 826, 828 (1989). Pleading residency is not the equivalent of pleading domicile. Molinos Valle Del Cibao, C. por A. v. Lama, 633 F.3d 1330, 1341 (11th Cir. 2011); Corporate Mgmt. Advisors, Inc. v. Artjen Complexus, Inc., 561 F.3d 1294, 1297 (11th Cir. 2009); Taylor v. Appleton, 30 F.3d 1365, 1367 (11th Cir. 1994). "A person's domicile is the place of his true, fixed, and permanent home and principal establishment, and to which he has the intention of returning whenever he is absent therefrom." McCormick v. Aderholt, 293 F.3d 1254, 1257-58 (11th Cir. 2002) (internal quotation marks and citations omitted).

The Court is otherwise satisfied as to the amount in controversy, and with regard to the citizenship of defendant corporation. Plaintiff however has failed to properly allege the citizenship of its members, and therefore no diversity of jurisdiction is alleged. Plaintiff will be provided an opportunity

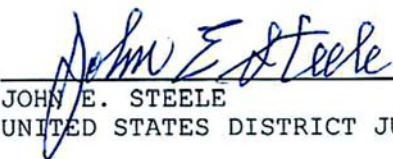
to state the presence of federal jurisdiction pursuant to 28 U.S.C.
§ 1653.

Accordingly, it is now

ORDERED:

The Complaint (Doc. #1) is dismissed for lack of subject-matter jurisdiction without prejudice to filing an Amended Complaint within **SEVEN (7) DAYS** of this Order.

DONE AND ORDERED at Fort Myers, Florida, this 28th day of May, 2014.



JOHN E. STEELE
UNITED STATES DISTRICT JUDGE

Copies:
Counsel of record