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Service Of Process Transmittal Notice

BECKY DEMMITH ONEIDA SEVEN GENERATIONS CORP 1239 FLIGHTWAY DR DE PERE WISCONSIN 54115	Date Processed:	03/07/2014
	Completed By:	MARY FINK
	Delivery Method to Client:	FEDEX 2 DAY
	Tracking Number:	911722115630

Enclosed please find legal documents received on behalf of the client named below. These documents are being forwarded in accordance with your instructions.

Date / Time Received 03/07/2014 4:30 PM in DELAWARE	Transmittal # DE-91464	Delivered to Agent by PROCESS SERVER
With Regard to Client GREEN BAY RENEWABLE ENERGY, LLC		
Title of Case or Action ACF LEASING, LLC, ET AL. V. GREEN BAY RENEWABLE ENERGY, LLC, ET AL.		
Case Number SD-80519	Type of Document Served COMPLAINT/PETITION	
Court Name IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS		
Note		



1-914641

2120 - Served
2220 - Not Served
2320 - Served By Mail
2420 - Served By Publication
SUMMONS

2121 - Served
2221 - Not Served
2321 - Served By Mail
2421 - Served By Publication
ALIAS - SUMMONS

(2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

ACF LEASING, LLC, ACF SERVICES, LLC and GENERATION CLEAN FUELS, LLC
(Name all parties)

v.

GREEN BAY RENEWABLE ENERGY, LLC, ONEIDA SEVEN GENERATIONS CORP. and ONEIDA TRIBE

No. _____

Please serve: Green Bay Renewable Energy LLC

Registered Agent-Capital Services, Inc.

1675 S. State, Ste B, Dover, DE 19901

☒ SUMMONS ☐ ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602
- | | | |
|---|--|--|
| <input type="radio"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="radio"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="radio"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="radio"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="radio"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60428 | <input type="radio"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 42258

Name: Sanchez Daniels & Hoffman

Atty. for: Defendants

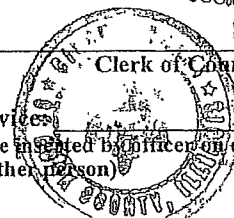
Address: 333 W. Wacker Dr., Suite 500

City/State/Zip: Chicago, IL 60606

Telephone: 312-641-1555

WITNESS, DOROTHY BROWN
CLERK OF CIRCUIT COURT

Date of service: _____
(To be inserted by officer on copy left with defendant or other person)



Service by Facsimile Transmission will be accepted at: _____

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Firm I.D.#42258

SD-80519

GMD 11

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

2014 MAR -6 PM 2:49

ACF LEASING, LLC, ACF SERVICES, LLC,
GENERATION CLEAN FUELS, LLC,

Plaintiffs,

-v-

No.

GREEN BAY RENEWABLE ENERGY, LLC,
ONEIDA SEVEN GENERATIONS
CORPORATION and THE ONEIDA
TRIBE OF INDIANS OF WISCONSIN,

Defendants.

COMPLAINT AT LAW

NOW COME Plaintiffs ACF LEASING, LLC, ACF SERVICES, LLC and
GENERATION CLEAN FUELS, LLC, by and through their attorneys, SANCHEZ DANIELS &
HOFFMAN, and for their Complaint at Law against Defendants GREEN BAY RENEWABLE
ENERGY, LLC, ONEIDA SEVEN GENERATIONS CORPORATION and THE ONEIDA
TRIBE OF INDIANS OF WISCONSIN, state as follows:

PARTIES

1. ACF Leasing, LLC ("ACF Leasing") is a limited liability company organized in the State of Delaware with offices in Cook County, Illinois.
2. ACF Services, LLC ("ACF Services") is a limited liability company organized in the State of Delaware with offices in Cook County, Illinois.

3. Generation Clean Fuels, LLC ("GCF") is a limited liability company organized in the State of Delaware and is the sole owner of ACF Leasing and ACF Services with offices in Cook County, Illinois and Door County, Wisconsin.
4. The members of GCF include four individuals and a limited liability company.
5. Two of the individual members are residents of Cook County, Illinois.
6. Two of the individual members are residents of Door County, Wisconsin.
7. The limited liability company member is a limited liability company organized in the State of Illinois with offices in Cook County, Illinois, all of whose members and managers are residents of Cook County, Illinois.
8. Green Bay Renewable Energy, LLC ("GBRE") is a limited liability company organized in the State of Delaware with its principle place of business in Brown County, Wisconsin.
9. GBRE is a wholly owned subsidiary of Oneida Energy Blocker Corporation, a Delaware corporation ("Blocker"). On information and belief, Blocker was created to protect the federal tax exemption of Oneida Seven Generations Corporation ("OSGC").
10. Blocker is a wholly owned subsidiary of Oneida Energy Inc., a Wisconsin corporation ("OEI"). On information and belief, OEI was created to pursue alternative energy opportunities for the Oneida Tribe of Indians of Wisconsin ("ONEIDA TRIBE").
11. OEI is a wholly owned subsidiary of OSGC. OSGC is a tribally chartered, tribally owned corporation under the ONEIDA TRIBE and has its principle place of business in Brown County, Wisconsin.
12. GBRE was created by OSGC as a special purpose entity to conduct energy related business for OSGC and the ONEIDA TRIBE.

13. The function and purpose of OSGC is to promote and enhance business and economic diversification directly or as a holding company for real estate assets, management of related assets, or as a holding company for other business ventures of the ONEIDA TRIBE.

14. The ONEIDA TRIBE is an Indian tribe with its offices and its principle place of business in Brown County, Wisconsin. The governing body of the ONEIDA TRIBE is the General Tribal Council ("GTC"), which is composed of all qualified voters of the ONEIDA TRIBE.

15. The Business Committee of the GTC is a body elected by the GTC to conduct business related duties authorized by the GTC.

VENUE AND JURISDICTION

16. GBRE and ACF Leasing entered into a Master Lease Agreement ("Master Lease") on or about May 24, 2013 regarding the leasing of specific facility elements. ACF Leasing was the lessor and GBRE was the lessee. (See attached Master Lease with attachment Schedule 1 incorporated herein as Exhibit A.)

17. GBRE and ACF Leasing agreed that the Master Lease was made in the State of Illinois and was to be governed and construed in accordance with Illinois law. (Exhibit A, ¶14(h).)

18. GBRE and ACF Leasing agreed that all legal actions in connection with the Master Lease would take place in the federal or state courts situated in Cook County, Illinois. (Exhibit A, ¶14(h).)

19. GBRE and ACF Services entered into an Operation and Maintenance Agreement ("Maintenance Agreement") on or about May 24, 2013. (See attached Maintenance Agreement, with attachments, incorporated herein as Exhibit B.)

20. The Maintenance Agreement stipulated that any disputes pertaining to the Maintenance Agreement shall be determined exclusively in a court of competent jurisdiction in Cook County, Illinois. (Exhibit B, ¶15.)
21. The Master Lease and the Maintenance Agreement were both negotiated and signed, in part, in Cook County, Illinois.
22. No diversity of citizenship pursuant to 28 U.S.C. §1332 exists between the parties in this matter.
23. There is no federal question in the disputes between the parties in this matter.
24. Cook County Circuit Court is the only proper venue and jurisdiction for this matter.

ALLEGATIONS COMMON TO ALL COUNTS

25. ACF Leasing entered into the Master Lease with GBRE on May 24, 2013 and entered into an amendment to the Master Lease (the "Amendment") on or about June 10, 2013. (Exhibit A.)
26. The Master Lease, as amended by the Amendment, constituted a valid and enforceable contract that involved the leasing of three liquefaction machines by GBRE from ACF Leasing for use in a plastics to oil energy project (the "Project"). The Project was to use a pyrolytic process that produced oil from waste plastics.
27. The pyrolytic process has been approved by the Wisconsin Department of Natural Resources and the U.S. Environmental Protection Agency.
28. The Master Lease, as amended by the Amendment, constituted a valid agreement between ACF Leasing and GBRE wherein ACF Leasing would lease the three liquefaction machines to GBRE for \$22.2 million for a twenty-one (21) year term. (Exhibit B.)

29. ACF Services entered into the Maintenance Agreement with GBRE on May 24, 2013 and entered into an amendment to the Maintenance Agreement (the "O&M Amendment") on or about June 10, 2013. (Exhibit B.)

30. The Maintenance Agreement, as amended by the O&M Amendment, constituted a valid and enforceable contract that provided for ACF Services to operate and maintain the three liquefaction machines to produce oil from plastics. (Exhibit B.)

31. As compensation for the services to be provided by ACF Services to GBRE pursuant to the Maintenance Agreement, as amended by the O&M Amendment, GBRE agreed to pay ACF Services for the direct costs, expenses and fees reasonably incurred by ACF Services in providing such services in an amount equal to 110% of all such direct costs, expenses and fees. (Exhibit B.)

32. GBRE further agreed to pay ACF Services 49% of GBRE's net income for the duration of the Project, as well as a portion of GBRE's depreciation and amortization expenses. (Exhibit B.)

33. Kevin Cornelius, at all relevant times the Chairman and Chief Executive Officer of GBRE, acted on behalf of GBRE in executing the Master Lease and the Maintenance Agreement. (Exhibits A and B.)

34. ACF Leasing, ACF Services and GCF relied on the valid, executed Master Lease and Maintenance Agreement (collectively, the "Agreements"), as well as the representations made to them by GBRE, OSGC and the ONEIDA TRIBE in preparing for and attempting to execute the Agreements.

35. Representatives of ACF Leasing, ACF Services and GCF presented facts regarding the Project and its economic viability to GBRE, OSGC and the ONEIDA TRIBE at numerous times in 2012 and 2013.

36. GBRE, OSGC and the ONEIDA TRIBE were informed of the Project, its economic viability and the consequences of any breach of the Agreements prior to December 15, 2013. GBRE, OSGC and the ONEIDA TRIBE agreed that the Project would be beneficial to all parties.

37. GBRE, OSGC and the ONEIDA TRIBE were informed prior to December 15, 2013 that the Project would constitute the launch of the businesses of GCF, ACF Leasing and ACF Services and the consequences to the businesses of GCF, ACF Leasing and ACF Services if the Project did not proceed in accordance with the Agreements.

38. Prior to December 15, 2013, the Wisconsin Bank & Trust committed to providing GBRE with the financing for the Project.

39. Prior to December 15, 2013, the Wisconsin Bank & Trust applied to the Bureau of Indian Affairs of the United States Department of the Interior (the "BIA") for a guarantee of the loan which Wisconsin Bank & Trust intended to make to GBRE to finance the Project.

40. On or about December 15, 2013, the GTC of the ONEIDA TRIBE voted to dissolve OSGC.

41. As a direct result of the December 15, 2013 vote to dissolve OSGC, the Wisconsin Bank & Trust withdrew the application for the guarantee it had submitted to the BIA and withdrew its commitment to finance the Project. The BIA, in turn, abandoned the Project.

42. As a result of the actions of GBRE, OSGC and the ONEIDA TRIBE, ACF Leasing, ACF Services and GCF were severely and irreparably harmed.

43. As a result of the actions of GBRE, OSGC and the ONEIDA TRIBE, ACF Leasing, ACF Services and GCF suffered the following damages:

- a. a loss to ACF Services of 49% of the profits from the Project, valued in excess of \$122.5 million;
- b. a loss of lease payments scheduled to be made to ACF Leasing by GBRE and its principals in excess of \$22.2 million;
- c. a loss of costs and fees expended on the Project by ACF Leasing, ACF Services and GCF in excess of \$3million; and
- d. a loss in the value of GCF in excess of \$250 million.

COUNT I
BREACH OF CONTRACT
ACF LEASING AND ACF SERVICES v. GBRE

44. The Master Lease and the Maintenance Agreement between ACF Leasing, ACF Services and GBRE constituted valid and binding contracts.

45. All conditions precedent to the Master Lease and Maintenance Agreement were met by ACF Leasing and ACF Services.

46. Despite the valid contracts between the parties, GBRE intentionally breached the contracts by abandoning and refusing to implement the Master Lease and Maintenance Agreement.

47. GBRE's actions were intentional, willful, without justification and constituted a violation of the covenants of good faith and fair dealings embodied within the Master Lease and Maintenance Agreement.

48. As a result of GBRE's breach of the Master Lease and Maintenance Agreement, ACF Leasing and ACF Services suffered and continue to suffer significant damages.

WHEREFORE, ACF Leasing and ACF Services ask that judgment be entered in favor of ACF Leasing and ACF Services and against GBRE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

COUNT II
BREACH OF CONTRACT
ACF LEASING AND ACF SERVICES v. OSGC AND THE ONEIDA TRIBE
AGENCY

49. At all relevant times, GBRE acted as an agent for OSGC and the ONEIDA TRIBE in entering into and agreeing to implement the Master Lease and Maintenance Agreement with ACF Leasing and ACF Services.

50. The Master Lease and the Maintenance Agreement constituted valid and binding contracts with OSGC and the ONEIDA TRIBE.

51. All conditions precedent to the Master Lease and Maintenance Agreement were met by ACF Leasing and ACF Services.

52. Despite the valid contracts between the parties, OSGC and the ONEIDA TRIBE intentionally breached the contracts by abandoning and refusing to implement the Master Lease and Maintenance Agreement.

53. OSGC's and the ONEIDA TRIBE's actions were intentional, willful, without justification and constituted a violation of good faith and fair dealings embodied within the Master Lease and Maintenance Agreement.

54. As a result of OSGC's and the ONEIDA TRIBE's breach of the Master Lease and Maintenance Agreement, ACF Leasing and ACF Services suffered and continue to suffer significant damages.

WHEREFORE, ACF Leasing and ACF Services ask that judgment be entered in favor of ACF Leasing and ACF Services and against OSGC and the ONEIDA TRIBE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

COUNT III
PROMISSORY ESTOPPEL
ACF LEASING AND ACF SERVICES v. GBRE

55. GBRE made unequivocal and unambiguous promises to ACF Leasing and ACF Services in the form of the Master Lease and Maintenance Agreement.

56. ACF Leasing and ACF Services relied on GBRE's contractual promises and oral promises to proceed with the Project.

57. GBRE expected and foresaw that ACF Leasing and ACF Services would rely on the Agreements and promises made by GBRE and acted in accordance with these promises to implement the Project.

58. ACF Leasing and ACF Services reasonably and justifiably relied on the Agreements and the promises, both written and oral, of GBRE, to their detriment.

59. As a result of this reasonable and justifiable reliance on the written and oral promises of GBRE, ACF Leasing and ACF Services suffered and will suffer significant, irreparable damage.

WHEREFORE, ACF Leasing and ACF Services ask that judgment be entered in favor of ACF Leasing and ACF Services and against GBRE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

COUNT IV
PROMISSORY ESTOPPEL
ACF LEASING, ACF SERVICES v. OSGC AND THE ONEIDA TRIBE
AGENCY

60. At all relevant times, GBRE, acting as an agent and on behalf of OSGC and the ONEIDA TRIBE, made unequivocal and unambiguous promises to ACF Leasing and ACF Services in the form of the Master Lease and Maintenance Agreement.

61. ACF Leasing and ACF Services relied on GBRE's contractual promises and oral promises to proceed with the Project on behalf of OSGC and the ONEIDA TRIBE.

62. GBRE, on behalf of OSGC and the ONEIDA TRIBE, expected and foresaw that ACF Leasing and ACF Services would rely on the promises made by GBRE and acted in accordance with these promises to implement the Project.

63. ACF Leasing and ACF Services reasonably and justifiably relied on the Master Lease and Maintenance Agreement and the promises, both written and oral, of GBRE, on behalf of OSGC and the ONEIDA TRIBE, to their detriment.

64. As a result of this reasonable and justifiable reliance on the written and oral promises of GBRE, on behalf of OSGC and the ONEIDA TRIBE, ACF Leasing and ACF Services suffered and will suffer significant, irreparable damage.

WHEREFORE, ACF Leasing and ACF Services ask that judgment be entered in favor of ACF Leasing and ACF Services and against OSGC and the ONEIDA TRIBE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

COUNT V
UNJUST ENRICHMENT
ACF LEASING, ACF SERVICES AND GCF v. GBRE

65. Pleading in the alternative, GBRE was enriched by learning of and acquiring the technology and specifics of the Project presented to them by ACF Leasing, ACF Services and GCF.

66. As a result of this enrichment, ACF Leasing, ACF Services and GCF were deprived of the propriety and exclusivity of their technology given their oral and written presentations regarding the Project to GBRE.

67. The disclosure of the technology to GBRE and the subsequent breach of contract and tortious interference with the Master Lease and Maintenance Agreement were without legal justification.

68. If the Plaintiffs are deprived of any remedy provided by law, ACF Leasing, ACF Services and GCF are entitled to significant damages as a result of the unjust enrichment of GBRE.

WHEREFORE, ACF Leasing, ACF Services and GCF ask that judgment be entered in favor of ACF Leasing, ACF Services and GCF and against GBRE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

COUNT VI
UNJUST ENRICHMENT
ACF LEASING, ACF SERVICES AND GCF v. OSGC AND THE ONEIDA TRIBE

69. Pleading in the alternative, OSGC and the ONEIDA TRIBE were enriched by learning of and acquiring the technology and specifics of the Project presented to them by ACF Leasing, ACF Services and GCF.

70. As a result of this enrichment, ACF Leasing, ACF Services and GCF were deprived of the propriety and exclusivity of their technology given their oral and written presentations regarding the Project to OSGC and the ONEIDA TRIBE.

81. The disclosure of the technology to OSGC and the ONEIDA TRIBE and the subsequent breach of contract and tortious interference with the Master Lease and Maintenance Agreement were without legal justification.

82. If the Plaintiffs are deprived of any remedy provided by law, ACF Leasing, ACF Services and GCF are entitled to significant damages as a result of the unjust enrichment of OSGC and the ONEIDA TRIBE.

WHEREFORE, ACF Leasing, ACF Services and GCF ask that judgment be entered in favor of ACF Leasing, ACF Services and GCF and against OSGC and the ONEIDA TRIBE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

COUNT VII
VICARIOUS LIABILITY
ACF LEASING AND ACF SERVICES v. OSGC AND THE ONEIDA TRIBE

71. At all relevant times, GBRE was inadequately capitalized compared to the amount of business to be conducted and obligations to be fulfilled by it; to wit the commitments that GBRE made to ACF Leasing and ACF Services in the Master Lease and the Maintenance Agreement.

72. At all relevant times, all of the officers and managers of GBRE were also officers of OSGC.

73. Prior to entering into the Master Lease and the Maintenance Agreement, GBRE sought the approval of the Board of Directors of OSGC to authorize GBRE to enter into the Master Lease and the Maintenance Agreement.

74. On information and belief, GBRE did not observe any of the requisite limited liability company formalities, such as acting through its managers or maintaining a separate bank account. Further, GBRE used the offices of OSGC and its officers used business cards, e-mail accounts and stationary identifying them as officers of OSGC when conducting business on behalf of GBRE.

75. On information and belief, GBRE failed to maintain arm's length relationships between itself, on the one hand, and OSGC and the ONEIDA TRIBE, on the other hand.

76. GBRE is a mere facade for the operations of OSGC and the ONEIDA TRIBE.

77. At all relevant times, GBRE, OSGC and the ONEIDA TRIBE had such a unity of interest and ownership that their separate personalities no longer exist.

78. Adherence to the fiction of a separate corporate or limited liability existence of GBRE would sanction a fraud, promote injustice and promote inequitable consequences.

79. OSGC and the ONEIDA TRIBE are liable for all of the debts and obligations of GBRE.

WHEREFORE, ACF Leasing and ACF Services ask that judgment be entered in favor of ACF Leasing and ACF Services and against OSGC and the ONEIDA TRIBE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

COUNT VIII
TORTIOUS INTERFERENCE WITH CONTRACT
ACF LEASING AND ACF SERVICES v. OSGC AND THE ONEIDA TRIBE

80. ACF Leasing and ACF Services entered into valid and enforceable contracts, by and through the Master Lease and Maintenance Agreement, with GBRE. (Exhibits A and B.)

81. The contracts were mutually beneficial agreements between the parties and were valid prior to December 15, 2013.

82. OSGC and the ONEIDA TRIBE were aware of the contractual relationships among ACF Leasing, ACF Services and GBRE.

83. The ONEIDA TRIBE'S vote to dissolve OSGC caused GBRE to unjustifiably and wrongfully breach the Master Lease and Maintenance Agreement,

84. This intentional interference with the Master Lease and Maintenance Agreement caused significant, irreparable damage to ACF Leasing and ACF Services.

WHEREFORE, ACF Leasing and ACF Services ask that judgment be entered in favor of ACF Leasing and ACF Services and against OSGC and the ONEIDA TRIBE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

COUNT IX
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
ACF LEASING, ACF SERVICES AND GCF v. OSGC AND THE ONEIDA TRIBE

85. ACF Leasing, ACF Services and GCF had a reasonable expectation of entering into a valid business relationship with GBRE through the previously signed Master Lease and Maintenance Agreement with GBRE.

86. OSGC and the ONEIDA TRIBE had knowledge of this reasonable expectation of entering into a valid business relationship with GBRE as OSGC and the ONEIDA TRIBE were fully informed of the Master Lease, Maintenance Agreement and the Project in 2012 and 2013.

87. OSGC and the ONEIDA TRIBE intentionally and unjustifiably interfered with the valid business relationship created by the Master Lease and Maintenance Agreement by the ONEIDA TRIBE voting to dissolve OSGC, which in turn breached the Master Lease and Maintenance Agreement and caused significant, irreparable damage to ACF Leasing, ACF Services and GCF.

WHEREFORE, ACF Leasing, ACF Services and GCF ask that judgment be entered in favor of ACF Leasing, ACF Services and GCF and against OSGC and the ONEIDA TRIBE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

COUNT X
TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY
ACF LEASING, ACF SERVICES AND GCF v. OSGC AND THE ONEIDA TRIBE

88. ACF Leasing, ACF Services and GCF had a reasonable expectancy of entering into a valid business relationship with GBRE through the contractual agreements contained in the Master Lease and Maintenance Agreement among ACF Leasing, ACF Services and GBRE.

89. OSGC and the ONEIDA TRIBE had knowledge of ACF Leasing's, ACF Services' and GCF's expectancies of a business relationship with GBRE.

90. OSGC and the ONEIDA TRIBE intentionally and unjustifiably interfered with the realization of the business expectancy of ACF Leasing, ACF Services and GCF and the GTC of the ONEIDA TRIBE voted to dissolve OSGC. The vote to dissolve OSGC prevented the realization of the business relationship between ACF Leasing, ACF Services, GCF and GBRE.

91. OSGC's and the ONEIDA TRIBE's intentional interference with ACF Leasing's, ACF Services' and GCF's business expectancies caused and continues to cause significant, irreparable damage to ACF Leasing, ACF Services and GCF.

WHEREFORE, ACF Leasing, ACF Services and GCF ask that judgment be entered in favor of ACF Leasing, ACF Services and GCF and against GBRE for compensatory damages, punitive damages, attorneys' fees, costs and any other damages this Court or the trier of fact deems fair and just.

PLAINTIFFS DEMAND TRIAL BY A JURY OF TWELVE.

Respectfully submitted,

SANCHEZ DANIELS & HOFFMAN LLP

By: 

Attorneys for Plaintiffs

Gerald M. Dombrowski
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312/641-1555
Firm ID #42258
gdombrowski@sanchezdh.com

Firm I.D.#42258

SD-80519

GMD

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

ACF LEASING, LLC, ACF SERVICES, LLC,)
GENERATION CLEAN FUELS, LLC,)

Plaintiffs,)

-v-)

No.)

GREEN BAY RENEWABLE ENERGY, LLC,)
ONEIDA SEVEN GENERATIONS)
CORPORATION and THE ONEIDA TRIBE)
OF INDIANS OF WISCONSIN,)

Defendants.)

**AFFIDAVIT OF DAMAGES PURSUANT TO
SUPREME COURT RULE 222**

The Plaintiffs, ACF LEASING, LLC, ACF SERVICES, LLC, GENERATION CLEAN FUELS, LLC, by and through their attorneys, SANCHEZ DANIELS & HOFFMAN, hereby certify under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure that the Complaint in the above-entitled action seeks money damages in excess of \$50,000.00.

SANCHEZ DANIELS & HOFFMAN LLP

By: 

Gerald M. Dombrowski

SANCHEZ DANIELS & HOFFMAN LLP
333 W. Wacker Drive, Suite #500
Chicago, Illinois 60606
312/641-1555
Firm ID #42258

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 SAUCH 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.

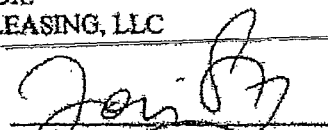
(SIGNATURES ON NEXT PAGE)

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:

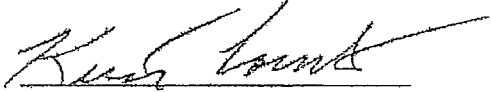

Kevin Cornelius
Its Chairman

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

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

Operation and Maintenance:

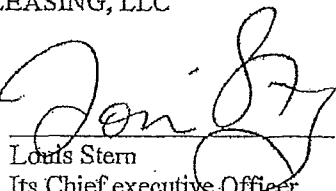
Lessee shall be required to enter into an Operations and Maintenance Agreement (the "O&M Agreement") with ACF Services, LLC, a Delaware limited liability company, for the operation and maintenance of the Facility Elements during the term of the Lease, such Operations and Maintenance Agreement to be in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

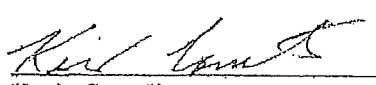
LESSOR:
ACF LEASING, LLC
LLC

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.

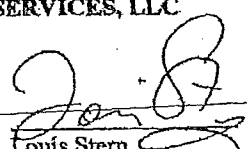
(SIGNATURES ON NEXT PAGE)

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

OPERATOR:
ACT SERVICES, LLC

CLIENT:
GREEN BAY RENEWABLE ENERGY,
LLC

By: _____


Louis Stern
Its Chief Executive Officer

By: _____

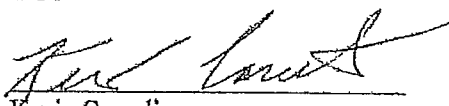
Kevin Cornelius
Its Chairman

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

SCHEDULE 1
THE MACHINES

Facility Elements:	The Machines, Ancillary Equipment and Leasehold Improvements described below.
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.
Sites:	Monona, Wisconsin (2 or 3 machines) Cheboygan, Michigan (0 or 1 machine)

SCHEDULE 2
PROJECT BUDGET

See the report entitled:

GREEN BAY RENEWABLE ENERGY, LLC,
Synthetic Diesel Oil Production Facility
COMPILATION OF FORECASTED FINANCIAL STATEMENTS
Years Ending One through Five

Prepared by CHRISTIANSON & ASSOCIATES, PLLP
Willmar, Minnesota

SCHEDULE 3
CLIENT INTELLECTUAL PROPERTY

None.
