STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | BROWN COUNTY

TINA FRITSCH
3505 Hidden Valley Court
Green Bay, Wisconsin 54311,

Plaintiff,

Case No. _____
Case Code: 30303

vs.

GENERATION CLEAN FUELS, LLC, f/k/a ARLAND CLEAN FUELS, LLC
630 Davis Street, Suite 300
Evanston, Illinois 60201-4480,

Defendant.

COMPLAINT

NOW COMES the plaintiff, Tina Fritsch, by and through her attorneys, Andre Law Offices, LLC, and as and for her Complaint and causes of action against the defendant, Generation Clean Fuels, LLC, f/k/a Arland Clean Fuels, LLC, alleges and shows as follows:

1. The plaintiff, Tina Fritsch, is an adult resident of the State of Wisconsin, presently residing at 3505 Hidden Valley Court, Green Bay, WI 54311.

2. Upon information and belief, the defendant, Generation Clean Fuels, LLC, is a Delaware limited liability company with principle offices located at 630 Davis Street, Suite 300, Evanston, Illinois, engaged primarily in the business of generating and selling energy for consumption by the general public.

3. Upon information and belief, Generation Clean Fuels, LLC was formerly known as Arland Clean Fuels, LLC, that entity having changed its name to Generation Clean Fuels, LLC sometime after March 2012.

4. Prior to March 2012, representatives of the defendant, including its president and CEO, Michael S. Flaherty, and Galen LaCrosse, began contacting Michael Fritsch, the plaintiff's husband, and soliciting a potential investment in a project whereby the defendant would develop certain waste processing equipment ("the Machine") which would produce raw oil from waste; these phone calls were all received by Mr. Fritsch in his office, which is located in De Pere, Brown County, Wisconsin.

5. In addition to the phone contacts, representatives of the defendant also met with Mr. Fritsch in person several times in his office in De Pere, Wisconsin prior to March 2012.

6. On or about March 12, 2012, Mrs. Fritsch met with representatives of the defendant at her husband's office in De Pere, Wisconsin and the parties executed a Royalty Agreement ("the Agreement"), whereby Mrs. Fritsch would provide the defendant with $250,000.00 to be used by the defendant to develop the Machine, in exchange for the return of her principal and royalty payments of $250,000.00 per year (i.e. $1,500,000) for a period of six (6) years. A true and correct copy of the Agreement is attached hereto as Exhibit A and incorporated herein by reference.

7. That among other things, the Agreement provides that the invested funds were to be used for the sole purpose of acquiring and placing the Machine and that the funds were to be subject to quarterly audits by the plaintiff's accounting firm (Section 1.03), that it is to be governed by and construed in accordance with the laws of the State of Wisconsin (Section 5.04), and that its terms and provisions shall be binding upon the defendant and its successors and permitted assigns (Section 5.07).

8. That Mrs. Fritsch provided the principal of $250,000.00 to the defendant consistent with all of the requirements of the Agreement, and has otherwise performed all of her obligations under the Agreement so as to have earned the royalties due and owing from the defendant.

9. That the defendant has failed to make any of the scheduled payments representing the return of the plaintiff's principal investment, the first installment of which was due on or before September 15, 2012, and the last of which was due on or before December 15, 2012, despite repeated demand for payment.

10. That the defendant has failed, and continues to fail, to provide any information regarding the invested funds to the plaintiff's accountant, as required under the Agreement.

11. Upon information and belief, the invested funds were not used for the acquisition and placement of the Machine, as required under the Agreement, and the defendant has not used reasonable efforts to acquire and place the machine.

12. That in addition to all other remedies available to the plaintiff at law or equity, the Agreement provides that the plaintiff may, in the event of the defendant's default, declare that all sums payable under the Agreement be immediately due and payable.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

13. The plaintiff incorporates by reference all of the allegations contained in Paragraphs 1 through 12, inclusive above.

14. The defendant's failure to make payments due, as well as its conduct as described in Paragraphs 10 and 11 above, constitute a default and a breach of the Agreement, which has caused damages to the plaintiff.

15. That the plaintiff is therefore entitled to recover money damages from the defendant, namely all sums due under the Agreement, including but not necessarily limited to the principal invested and all royalty payments.

SECOND CAUSE OF ACTION: UNJUST ENRICHMENT

16. The plaintiff incorporates by reference all of the allegations contained in Paragraphs 1 through 15, inclusive above.

17. The defendant has been unjustly enriched and is therefore liable to the plaintiff because it has benefited from the funds provided by the plaintiff and knew it had received the funds and would benefit from them, under circumstances in which would be unjust for the defendant to retain such benefit without compensating the plaintiff.

WHEREFORE, the plaintiff, Tina Fritsch, demands judgment from and against the defendant as follows:

a. For money judgment in the amount of $1,750,000.00, plus pre-judgment interest at the statutory rate of 5%;

b. Alternatively, for money judgment in the amount of $250,000.00, plus pre-judgment interest, and an Order requiring the defendant to continue to make the quarterly royalty payments under the Agreement until such time as all royalty payments have been made;

c. For the costs and disbursements of this action, including attorney's fees; and

d. For such other and further relief as the Court deems just and equitable.

Dated this 1st day of July, 2013.

Andre Law Offices, LLC
Attorneys for Plaintiff, Tina Fritsch

By: _____
Deron J. Andre
State Bar No. 1031894

Andre Law Offices, LLC
1251 Scheuring Road, Unit B
De Pere, WI 54115
920-632-4461

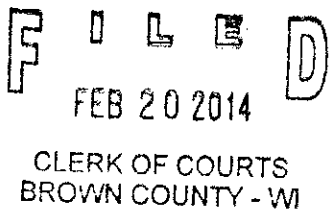
CERTIFICATE OF SERVICE

Case Name: ***Tina Fritsch v. Generation Clean Fuels, LLC, f/k/a Arland Clean Fuels, LLC,.***

Case Number: **13-CV-1065**

This will certify that on February 20, 2014, a copy of Defendant's Response to Plaintiff's Motion for Summary Judgment and Supporting Affidavit And Exhibits was served via first class mail to Attorney Deron Andre at the following address:

Andre Law Offices, LLC
1251 Scheuring Rd, Unit B.
De Pere, WI 54115



Joseph A. Camilli
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Email: jcamilli@gcfresources.com

STATE OF WISCONSIN | CIRCUIT COURT Branch 1 | BROWN COUNTY

TINA FRITSCH,
3505 Hidden Valley Court
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Plaintiff,

v.

Case No. 13-CV-1065
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GENERATION CLEAN FUELS, LLC, f/k/a ARLAND CLEAN FUELS, LLC,
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Evanston, IL 60201-4480

Defendant.

DEFENDANT'S BRIEF IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

COMES NOW the defendant, Generation Clean Fuels, LLC, a Delaware limited liability company formerly known as Arland Clean Fuels, LLC, and respectfully submits the following Brief in Opposition to Plaintiff's Motion for Summary Judgment.

FACTS

1. This lawsuit arises from a Royalty Agreement executed between Plaintiff and Generation Clean Fuels, LLC, a Delaware limited liability company formerly known as Arland Clean Fuels, LLC ("GCF"). [Complaint, ¶ 4].
2. On or about March 22, 2012, Plaintiff and GCF entered into a Royalty Agreement [Exhibit 1 – Royalty Agreement].
3. Pursuant to the terms of the Royalty Agreement, on March 22, 2012, Plaintiff wired $250,000 to GCF. [Complaint, ¶ 6].

4. Section 2.02 of the Royalty Agreement, entitled "Construction and Placement of Oil Producing Equipment," contains the parties' stated intention regarding Plaintiff's investment as follows:

> The intended purpose of the Royalty Investment is for the Royalty Recipient to assist the Company in paying for expenses related to the production and placement of the Oil Producing Equipment, **which is the subject of a purchase agreement between Company and P2O (the "P2O Agreement" attached hereto as Exhibit B)**. In exchange for the proceeds with which to pay these related expenses . . . [GCF] agrees to provide to Royalty Recipient a royalty in the amount of Two Hundred and Fifty Thousand Dollars per year for each full year **that the equipment is fully operational on-site** for a period of up to six (6) years. **A serial number associated with the oil producing equipment . . . will be assigned at the time of investment** and a production schedule will be drafted.

[Id., at § 2.01 (emphasis added); *See also* Exhibit 2, *Purchase Agreement Between P2O Technologies, LLC and Arland Energy Systems, Inc. for a 40 ton per day poly/plastic to fuel thermal pyrolysis and liquefaction system* (the "P2O Agreement"), page 1].

5. Plaintiff alleges that the copy of the Royalty Agreement she received from GCF did not include the P2O Agreement. [Affidavit of Tina Fritsch, ¶ 3]. Nevertheless, Mrs. Fritsch admits that she signed the Royalty Agreement and faxed it back to GCF. [Id.].

6. The P2O Agreement, dated January 25, 2012, provides for the construction and sale of a poly/plastic waste to fuel machine capable of converting 40 tons per day of plastic waste into liquid fuel and designated this machine with serial number P2O-0001. [Exhibit 2 – P2O Agreement, Page 1].

7. To date, machine P2O-0001 (the "Machine") has not been constructed. [Affidavit of Eric Decator dated February 20, 2014, ¶ 8 (hereafter "Decator Aff."). Moreover, no alternatively numbered nor remotely similar machine has been constructed. [Id.].

8. At all times from March 22, 2012 through the date hereof, the total liabilities of GCF exceeded the fair value of the assets of GCF. [Id. at ¶ 10].

SUMMARY JUDGMENT STANDARD

Summary Judgment "shall [only] be rendered if . . . there is no genuine issue as to any material fact and . . . the moving party is entitled to judgment as a matter of law." Wis. Stat. § 802.08(2) 2013. In order to survive a properly made motion for summary judgment, the responding party . . . must set forth specific facts showing a genuine issue for trial. *Hopper v. Madison*, 79 Wis. 2d 120, 130, 256 N.W.2d 139 (1977); Wis. Stat. § 802.08(3) (2013). Summary judgment **is only granted** when there is no genuine issue as to any material fact, where facts are not being asserted by one party and denied by the other. *Camacho v. Trimble Irrevocable Trust*, 2008 WI App 112, 313 Wis. 2d 272, 756 N.W.2d 596, 07-1472 [emphasis added]. Any reasonable doubts as to the existence of a factual issue must be resolved against the moving party. *Kraemer Bros. v. United States Fire Ins. Co.*, 89 Wis.2d 555, 566, 278 N.W.2d 857 (1979). Finally, summary judgment should not be granted where "reasonable inferences leading to conflicting results can be drawn from undisputed facts." *Jones v. Sears Roebuck & Co.*, 80 Wis.2d 321, 325, 259 N.W.2d 70 (1977).

ARGUMENT

I. Plaintiff's First Cause of Action, Breach of Contract, Fails Because GCF Has Not Breached the Royalty Agreement.

GCF has not breached the Royalty Agreement because the Royalty Agreement provides the plaintiff with an equity interest in GCF. Given the facts that (1) at all relevant times, total liabilities of GCF exceeded the fair value of the assets of GCF, and (2) the Machine was never constructed, it would be unlawful for GCF Fuels to make any disbursements to its equity holders, including Plaintiff, prior to creditors.

A. The Royalty Agreement provides Plaintiff with an equity interest in GCF.

The Royalty Agreement clearly evinces the intent to create an equity interest for the plaintiff in GCF. The characterization of a capital contribution as an equity interest is a determination of fact based upon the parties' intent, *Busch v. Commissioner*, 728 F.2d 945 (7th

Cir. 1984). This intent can be evidenced by the circumstances surrounding the creation of the interest. For over 70 years, courts have held that a party who enters into a contract with the potential for profit at the expense of assuming risk has acquired an equity interest. *Commissioner v. O.P.P. Holding Corp.*, 76 F.2d 11(2d Cir. 1935). See also *United States v. Title Guarantee & Trust Co.*, 133 F.2d 990 (6th Cir. 1943); *Farley Realty Corp. v. Commissioner*, 279 F.2d 701(2d Cir 1960). Further, the substance, rather than the form, of the transaction is instrumental in establishing whether a payment constitutes equity or debt, *In re: Airadigm Communications*, 616 F.3d 642 (7th Cir. 2010).

Courts have struggled to compile a definitive method or list for determining whether an equity interest is present. *Indmar Products, Co., Inc. v. Comm'r*, 444 F.3d 771, (6th Cir. 2006), rev'g 89 TCM 795 (2005); *see, e.g., Estate of Mixon v. United States*, 464 F.2d 394, 402 (5th Cir. 1972) (13 factors); *A. R. Lantz Co. v. United States*, 424 F.2d 1330 (9th Cir. 1970) (11 factors); *Fin Hay Realty Co. v. United States*, 398 F.2d 694 (3d Cir. 1968) (16 factors);21 Georgia-Pacific Corp. v. Commissioner, 63 T.C. 790 (1975) (13 factors). The case of *Indmar Products, Co., Inc. v. Comm'r* is instructive. In *Indmar*, the 6th Circuit reviewed a list of 11 factors to determine whether advances to a company from its investors created debt or equity interests. However, the Court recognized that no factor was dispositive and that a full review of the economic realities is appropriate.

> To determine whether an advance to a company is debt or equity, courts consider 'whether the objective facts establish an intention to create an unconditional obligation to repay the advance.' *Roth Steel*, 800 F.2d at 630 (*citing Raymond v. United States*, 398 F.2d 185, 190 (6th Cir. 1975)). In doing so, courts look not only to the form of the transaction, but, **more importantly**, to its economic substance [emphasis added]. *See, e.g., Fin Hay Realty Co. v. United States*, 398 F.2d 694, 697 (3d Cir. 1968) ("The various factors . . . are only aids in answering the ultimate question whether the investment, analyzed in terms of its economic reality, constitutes risk capital entirely subject to the fortunes of the corporate ventures or represents a strict debtor-creditor relationship.").

Id. Thus, when boiled down to its essence, the intent of the parties, the content of the agreement, and the economic realities of the situation, weighted as the circumstances require, inform as to the type of

interest at stake. *Id.* Other than the content of the Royalty Agreement, these are all factual issues which cannot be decided by summary judgment.

In *Dixie Dairies Corp., et al v. Comm'r*, the Tax Court held that, despite advances being titled and treated as loans for accounting purposes, advances from a holding company to one of its subsidiaries were actually capital contributions. 74 T.C. 476 (1980). Crucial to the Court's decision was the fact that objective economic indicators regarding the nature of the transaction strongly suggested that the advances were capital contributions. *Id.* While explicit ownership interests played a role, the Court also relied on the fact that there had been no repayments of the advances, indicating the advances were capital contributions, and that the "thinness" of the capital structure of the subsidiary, as well as the high risk of loss associated with the advances, both heavily favored treating the advances as capital contributions. *Id.*

In the instant case, review of the economic circumstances associated with the Royalty Agreement weighs toward the Plaintiff's investment being properly categorized as equity. Like the investment by Associated in *Dixie*, Plaintiff was investing capital into a new business venture. Just as Associated sought financial success from the improved operations of the radio station in which it invested, Plaintiff sought to make a tremendous return on her investment based on the construction of the Machine and its successful operation.

Although the Royalty Agreement specifies repayment of the funds contributed by Plaintiff in installments, it also identifies the potential for yearly royalties each equal to Plaintiff's entire investment. Exhibit 1, § 2.03. Clearly, compensation based on the profitability of an entity is best defined as an equity interest. Plaintiff agreed to assume the risk of a newly formed company in exchange for the possibility of profit.

The case of *SEC v. Wealth Mgmt. LLC*, 628 F.3d 323 (7th Cir. 2010), is instructive regarding whether Plaintiff can equitably be treated as a creditor in this situation. In *Wealth Mgmt*, the 7th Circuit reviewed the propriety of a distribution plan established and supervised by the receiver of

Wealth Management's bankruptcy. The plan called for equal treatment of all investors, despite some objecting that they should have been considered creditors and given priority over the equity holders. *Id.* at 327-329. Those objecting to equal treatment argued that, because they had sought to redeem their investment prior to the establishment of a receivership, they should have been considered creditors and given priority by the receiver. *Id.* Both the receiver, and later the Court, determined that the more equitable solution, and the one required by Wisconsin law, was to treat all investors as equity holders. *Id.* at 335.

Like the objecting equity holders in *Wealth Mgmt*, Plaintiff has argued that she should be treated as a creditor because of the principle repayment schedule found in the Royalty Agreement. However, as in *Wealth Mgmt*, the laws of Wisconsin require Plaintiff to be treated as an equity holder.

The economic factors surrounding the investment made by Plaintiff clearly show that an equity interest was intended and was, in fact, created. Therefore, she holds an equity interest in GCF and is not a creditor of GCF.

B. GCF was and is barred from making distributions to equity holders under federal law and the laws of Colorado, Delaware and Wisconsin.

Both federal and state law acknowledge that distributions to equity holders may not occur before creditors are paid. Section 1129(b)(2)(B)(ii) of the U.S. Bankruptcy Code, often referred to as the "absolute priority rule," states that an equity holder must not receive any payment or other form of profits until a business's debts are paid. "Under the "absolute priority" rule, claims of any objecting, impaired class must be paid in full before a class of claims junior to it is allowed to retain any interest under a Chapter 11 plan. 11 U.S.C. §1129(b)(2)(B)(ii); *In re: GAC Storage Lansing, LLC, et al*, (Bankr N.D., E.Div. Ill. 2013), *citing In re Greenwood Point, LP*, 445 B.R. 885, 909 (Bankr. S.D. Ind. (2011)).

At the time the Royalty Agreement was signed, GCF was a Colorado limited liability company. Decator Aff., ¶ 3. According to Section 7-80-606 of the Colorado Revised Statutes, "[a] limited liability company shall not make a distribution to a member to the extent that at the time of distribution . . . all liabilities of the limited liability company . . . exceed the fair value of the assets of the limited liability company." Colo. Rev. Stat. § 7-80-606(1) (2013). Any member who receives a distribution under those conditions is liable to the limited liability company for the amount of the distribution. *Id* at § 7-80-606(2) (2013). Therefore, should Colorado law apply because Plaintiff acquired an equity interest in a Colorado limited liability company, GCF was and is barred by Colorado law from making any distributions given its financial circumstances.

By the time the first payment to Plaintiff was due under the Royalty Agreement, GCF had become a Delaware limited liability company as the result of a change of state of organization merger. Decator Aff. ¶ 3. According to Section 18-607 of the Delaware Code, "A limited liability company shall not make a distribution to a member to the extent that at the time of the distribution . . . all liabilities of the limited liability company . . . exceed the fair value of the assets of the limited liability company." Del. Code Ann. Tit. 6, § 18-607(a) (2013). Similar to Colorado law, Delaware law also provides that any member who receives a distribution under those conditions is liable to the limited liability company for the amount of the distribution. Id. at § 18.607(b) (2013). Therefore, should Delaware law apply, given that at the time of the first scheduled payment Plaintiff held an equity interest in a Delaware limited liability company, GCF was and is barred by Delaware law from making any distributions given its financial circumstances.

Finally, the Royalty Agreement specifies that in contractual disputes, Wisconsin law should govern. Exhibit 1, § 5.04. Wisconsin law expressly prohibits a limited liability company from making a distribution to an equity holder if, in so doing, the company's debts cannot be paid. Wis. Stat. § 183.0607(1)(a) (2013). As stated in *Wealth Mgmt*, Wisconsin law bars Plaintiff from receiving any distributions at this time. Because making a distribution to Plaintiff would result in GCF not being able to pay its debts, any payment to her must be allocated from the profits of GCF, of which there are currently none. Pursuant to Wisconsin law, the determination that Plaintiff is an equity holder precludes her from claiming a debt is owed. Therefore, should Wisconsin law apply, GCF was and is barred by Wisconsin law from making any distributions given its financial circumstances.

C. The Royalty Payments referred to in the Royalty Agreement are not due because the Machine has not been Constructed.

It is undisputed that the Machine referenced in the Royalty Agreement was not built and that no 40 ton unit or substantially similar machine has yet been built by GCF. [Decator Aff. ¶ 8]. Plaintiff contends that the Royalty Payments are not conditioned upon the completion of any machine because the P2O Agreement is not explicitly incorporated by reference into the Royalty Agreement. Motion for Summary Judgment, § II. Despite the lack of formal incorporation, the Royalty Agreement explicitly makes payments to the Plaintiff contingent upon events dictated by the P2O Agreement. Exhibit 1, § 2.02 - 2.03. Indeed, Section 2.02 of the Royalty Agreement expressly states that payment is conditioned upon the completion of the "Oil Producing Equipment" described in the P2O Agreement. *Id.* at 2.02. Additionally, Section 2.03 of the Royalty Agreement unambiguously states that "an investment return will be paid to Royalty Recipient on a quarterly basis, beginning 30 days **after reaching full production** (the "Investment Return")." [emphasis added] *Id.* at 2.03. While the term "full production" is not

defined in the Royalty Agreement, there can be no doubt that this refers to, at a minimum, the completion of the Machine referenced in the P2O Agreement. This is further confirmation that the Plaintiff intended that her investment would be an equity interest in GCF as she linked her potential financial reward to the success or failure of GCF.

D. The Alleged Failure to Attach the P2O Agreement to the Royalty Agreement sent to Plaintiff does not Prevent her from being Bound by its Contents.

Finally, Plaintiff has placed great importance on GCF's alleged failure to attach a copy of the P2O Agreement to the copy of the Royalty Agreement faxed to her for her to sign. Motion for Summary Judgment, § II. This is much ado about nothing. To the extent that Plaintiff did not have a copy of the P2O Agreement prior to signing the Royalty Agreement, despite it being clearly referenced in the Royalty Agreement, is simply her own inexcusable neglect. It is not unreasonable for GCF to have assumed that Plaintiff would not have signed a legal document, such as the Royalty Agreement, and delivered $250,000 to GCF, without making sure that the document was complete and contained all of its referenced exhibits. Interestingly, Plaintiff does not state anywhere in her Affidavit that she was denied a copy of the P2O Agreement or even requested a copy of it. Plaintiff cannot now deny that she knew all of the terms of her investment in GCF when her failure to know all of the terms was a result of her own neglect.

Plaintiff further contends that GCF is somehow responsible for Plaintiff's decision to withdraw $250,000 from a specific retirement account, thereby forcing her to incur a $25,000 (10%) early withdrawal penalty. Plaintiff has pointed to no clause in the Royalty Agreement which supports this contention. Indeed, Plaintiff has provided no evidence that GCF had any knowledge regarding the source of Plaintiff's investment, nor any evidence that GCF would have had any reason to know. Plaintiff's assertion that GCF owes Plaintiff the 10% penalty she incurred by liquidating a retirement account is without merit.

II. Plaintiff's Second Cause of Action, Unjust Enrichment, Fails Because Plaintiff has Received Adequate Value for the Conferred Benefits.

As Plaintiff notes, in order to recover under a theory of unjust enrichment, a plaintiff must establish "(1) a benefit conferred upon the defendant by the plaintiff; (2) the defendant's knowledge or appreciation of the benefit; and (3) the defendant's acceptance and retention of the benefit . . . without paying the value of the benefit." Motion for Summary Judgment, *citing Superior Plumbing Co. v. Tefs*, 27 Wis. 2d 434, 437, 134 N.W.2d 430 (1965); *See also In re Wright*, 196 B.R. 97, affirmed 192 B.R. 946.

It is undisputed that Plaintiff conferred a $250,000 benefit on GCF and that GCF had knowledge and appreciation of this benefit. However, the third element of a claim for unjust enrichment is not met here because Plaintiff was granted, and still retains, an equity interest in GCF, as intended by the Royalty Agreement. Therefore, Plaintiff has received the value of the benefit for which she contracted. To conclude otherwise would be unjust.

The economic reality of the Royalty Agreement is that Plaintiff acquired an equity interest in GCF. The terms of that equity interest require extravagant royalty payments to be made so long as the Machine was constructed and successfully implemented, thereby tying Plaintiff's equity interest to the success of the Machine. Thus, she received exactly what she bargained for and GCF has not been unjustly enriched.

CONCLUSION

Plaintiff is an equity holder in GCF and no distributions could or can legally be paid to her pursuant to the Royalty Agreement because the liabilities of GCF exceed the fair market value of its assets. Plaintiff's claim for Royalty Payments is without merit, because those payments were only payable after the Machine was constructed and reached full production, neither of which occurred. Finally, GCF has not been unjustly enriched, because Plaintiff received exactly what she bargained for in exchange for her investment, an equity interest in GCF.

Dated: February 20, 2014

Signed: _____

Atty. Joseph A. Camilli
Attorney License Number: 1090039
Generation Clean Fuels, LLC
630 Davis St., Suite 300
Evanston, IL 60201

Exhibit 1 – Royalty Agreement

ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT ("Agreement") is made and entered into this 12th day of March, 2012, by and between Tina M. Fritsch, (the "Royalty Recipient,") and Arland Clean Fuels, LLC, a Colorado corporation ("Company").

WITNESS

WHEREAS, Company has requested that Royalty Recipient fund initial expenses related to the purchase of certain waste processing equipment which produces raw oil and is further referenced as the oil producing equipment; and

WHEREAS, Royalty Recipient has agreed to extend certain financial terms to Company upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

ARTICLE I
THE INVESTMENT

Section 1.01 The Investment. The Royalty Recipient agrees, on the terms and subject to the conditions hereinafter set forth, to assist Company in offsetting the expenses related to its purchase and placement of the Oil Producing Equipment by providing to Company Two Hundred and Fifty Thousand Dollars ($250,000.00) (the "Investment Amount") as set forth below.

Section 1.02 Timing of the Investment. The Investment Amount shall be deposited with the Company upon the execution of this Royalty Agreement.

Section 1.03 Sources and Uses of Funds. Company hereby represents and agrees that the proceeds of the Royalty Investment in the Oil Producing Equipment are to be used for the sole purpose of the expenses related to acquiring and placing the equipment necessary for operation of the business as more fully set forth below and in the attached payment and production schedule. All funds and quarterly audits to be monitored by the accounting firm Hawkins-Ash-Baptie and Company, LLC.

TF MBT

ARTICLE II
TERMS OF THE ROYALTY INVESTMENT

Section 2.01 Royalty Investment. The Royalty Recipient will deposit Two Hundred and Fifty Thousand Dollars ($250,000.00) to the Company pursuant to the schedule set forth in Article I. Company's banking coordinates are as follows:

JPMORGAN CHASE BANK - Routing Number: 071000013
Account Name: Arland Clean Fuels, LLC
Account Number: 000000-962718177

Section 2.02 Construction and Placement of the Oil Producing Equipment. The intended purpose of the Royalty Investment is for the Royalty Recipient to assist the Company in paying for expenses related to the production and placement of the Oil Producing Equipment, which is the subject of a purchase agreement between Company and P2O (the "P2O Agreement" attached hereto as Exhibit B). In exchange for the proceeds with which to pay these related expenses, from Royalty Recipient, Company agrees to provide to Royalty Recipient a royalty in the amount of Two Hundred and Fifty Thousand Dollars per year for each full year that the equipment is fully operational on-site for a period of up to six (6) years. A serial number associated with the oil producing equipment, in which the royalty investment applies, will be assigned at the time of investment and a production schedule will be drafted.

Section 2.03 Return on Investment. The return on investment to the Royalty Recipient is expected to be several times the investment over a six year period. The principal amount of Two Hundred and Fifty Thousand Dollars ($250,000.00), (the "Principal Payment") will be paid back to the Royalty Recipient on the following schedule:

September 15, 2012	Principal Payment of $62,500.00
October 15, 2012	Principal Payment of $62,500.00
November 15, 2012	Principal Payment of $62,500.00
December 15, 2012	Principal Payment of $62,500.00

In addition to the above Principal Payments, an investment return will be paid to Royalty Recipient on a quarterly basis, beginning 30 days after reaching full production, (the "Investment Return"). The total royalty payments by year will be as follows:

	Principal	Return	Total Royalty Payments
Year 1	$ 250,000.00	$ 0.00	$ 0.00
Year 2		$ 250,000.00	$ 250,000.00
Year 3		$ 250,000.00	$ 250,000.00
Year 4		$ 250,000.00	$ 250,000.00
Year 5		$ 250,000.00	$ 250,000.00
Year 6		$ 250,000.00	$ 250,000.00
Year 7		$ 250,000.00	$ 250,000.00
	$250,000.00	$1,500,000.00	$1,500,000.00

The Company may elect to pay any or all of the total royalty payments early under terms to be mutually agreed by the Parties. The Royalty Recipient may choose to invest any or all of its total royalty payments with the Company under terms to be mutually agreed by the Parties. In the event that any of the total royalty payments are not made on schedule, Company will make monthly interest payments to royalty recipient on the unpaid payment with the application of an interest rate of 10% per annum from the date the scheduled payment should have been made.

ARTICLE III
WARRANTIES AND REPRESENTATIONS OF COMPANY AND ROYALTY RECIPIENT

Section 3.01 Company Representations and Warranties. Company hereby represents and warrants as follows:

(a) Company will use its best efforts to produce oil for sale consistent with attached oil assay

(b) Company will use its best efforts to convert approximately 22 Tons of poly/plastic into 4400 gallons of raw oil.

(c) Company will use its best efforts to obtain a contract for the delivery and sale of the raw oil for a period of seven years from an industry recognized and financially capable Royalty Recipient.

(d) Company will use its best efforts to obtain any all performance guarantees, warranties and insurance coverage to insure the proposed operations perform to the anticipated or desired levels of production of raw oil.

(e) Company will use its best efforts to obtain commitments for the required feed stock to achieve the necessary outputs of raw oil contemplated by the parties.

(f) Company will maintain proper financial and accounting records of all operations and provide any/all necessary reporting requirements to Royalty Recipient upon request.

ARTICLE IV
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.01 Event of Default Defined. As used herein, the term Event of Default shall include each or all of the following events:

(a) Any default under the Agreement which continues beyond any applicable grace or cure period, if any.

(b) Any default under the Financing Documents which continues beyond the expiration of any applicable cure period, if any.

(c) Any financial information, statement, certificate, representation or warranty given to the Royalty Recipient by Company (or any of their representatives) in connection with entering into this Agreement or the other Financing Documents and/or a, or required to be furnished under the terms hereof or the Financing Documents, shall prove untrue in any material respect (as determined by the Royalty Recipient in the exercise of its reasonable judgment) as of the time when given.

(d) There is a material adverse change in the financial condition of Company or a violation of an environmental law having a material adverse effect on Company or the Mortgaged Property occurs or is discovered.

Section 4.02 Rights and Remedies. Upon the occurrence of an Event of Default the Royalty Recipient may, at its option, exercise any and all of the following rights and remedies (and any other rights and remedies available to it):

(a) The Royalty Recipient may, without notice, terminate the Investment, and not make or approve any further disbursements from any Escrow or Reserve.

(b) The Royalty Recipient may, by written notice to Company, declare immediately due and payable all sums payable hereunder, and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived; provided, however, that upon the filing of a petition commencing a case naming Company as debtor under the United States Bankruptcy Code, sums payable hereunder shall be automatically due and payable without any notice to or demand on Company or any other party.

(c) The Royalty Recipient shall have the right, in addition to any other rights provided by law or in equity, to enforce its rights and remedies under any or all of the Financing Documents.

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ARTICLE V
MISCELLANEOUS

Section 5.01 Amendments, Determinations, Consents, Etc. This Agreement and the Financing Documents may not be amended or modified, nor may any of their terms be modified or waived, except by written instruments signed by the Royalty Recipient and Company. In any instance where the consent or approval of the Royalty Recipient may be given or is required, or where any determination, judgment or decision is to be rendered by the Royalty Recipient under this Agreement or under any Financing Document, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Royalty Recipient at its sole and exclusive option and in its sole and absolute discretion. Whenever Company is obligated to indemnify or defend the Royalty Recipient under the terms of this Agreement or under the terms of any other Financing Document, such indemnity obligations shall run to the favor of the Royalty Recipient and its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns.

Section 5.02 Waivers. No waiver by the Royalty Recipient of any right or remedy hereunder shall operate as a waiver of any other right or remedy, or of the same right or remedy on a future occasion. No delay on the part of the Royalty Recipient in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or future exercise thereof or the exercise of any other right or remedy.

Section 5.03 Remedies Cumulative. The rights and remedies herein specified of the Invest Fund are cumulative and not exclusive of any rights or remedies which the Royalty Recipient would otherwise have at law or in equity or by statute.

Section 5.04 Governing Law and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Financing Documents contain the entire agreement of the parties on the matters covered herein and therein.

Section 5.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 5.06 Term. This Agreement, and the terms and conditions hereof, shall survive the execution and delivery of the other Financing Documents and shall remain in full force and effect until the sums due hereunder are paid in full. The representations, warranties, covenants and agreements of Company shall survive the execution and delivery of the other Purchasing Documents.

Section 5.07 Successors and Assigns. This Agreement, and the terms and provisions hereof, shall be binding upon Company its successors and permitted assigns, and shall inure to the benefit of the Royalty Recipient, its successors and assigns; provided, however, that

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Company may not transfer or assign this Agreement, including, without limitation, its right to borrow hereunder, without the prior written consent of the Royalty Recipient.

Section 5.08 Headings. The descriptive headings for the several Sections of this Agreement are inserted for convenience only and shall not define or limit any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

For Company:

ARLAND CLEAN FUELS, LLC

By: Michael S. Fleck

Its: President & CEO

For Royalty Recipient:

Dawn Fertsch

TINA M. FERTSCH

Exhibit 2 – Purchase Agreement

PURCHASE AGREEMENT
Between P2O Technologies, LLC.
And Arland Energy Systems, Inc. for a 40 ton per day poly/plastic waste to fuel thermal pyrolysis and liquefaction system

THIS CONTRACT is made and entered into as of January 25, 2012 by and between P2O Technologies, LLC ., hereinafter referred to as "Seller", having a place of business at: 6345 Ledgetop Drive, Greenleaf, Wisconsin 54126

And

Arland Energy Systems, Inc. hereinafter referred to as "Purchaser", having a place of business at: 40 Walnut Road, Barrington, RI 02806

RECITALS:

(A) Seller has machinery, equipment, technologies and systems, for the recovery of oil and carbon char from poly/plastic which is developed into a component system to be sold to customers as described in Exhibit "A" (the "P2O Machinery Component").

(B) Seller desires to sell, and Purchaser desires to purchase for its own use, the P2O Machinery Component (Serial # P2O-0001) under the terms of this Purchase Agreement and pursuant to the conditions and circumstances set forth below.

THE PARTIES AGREE:

1. **PRODUCT AND PURCHASE PRICE.** In consideration for the payment of amounts set forth in the Purchase Order, Seller hereby sells to Purchaser the P2O Machinery Component described in the attached "Exhibit A". The Purchase Price, payment and delivery schedule, and royalty payment schedule is itemized and attached hereto in "Exhibit B" ("Purchase Price and Payment Schedule").

2. **ROYALTY.** Seller will participate in the funding of the purchase of the P2O Machinery Component by agreeing to enter into a Royalty Agreement with Purchaser pursuant to the terms as set forth in Exhibit "C" (the "Royalty Agreement").

3. **PERMITTED USE.** The P2O Machinery Component sold to Purchaser hereunder shall be used by Purchaser and any subsequent transferee of the P2O Machinery Component, for the purpose of recovery of oil and carbon char from poly/plastic. In connection therewith, no changes or modifications to the P2O Machinery Component or to the Permitted Use to be made of the Machinery may be made by any individual or entity without the prior written consent of Seller. Failure to obtain such written consent may void equipment warranties and/or performance guaranties.

Initials:

4. PROPRIETARY INTERESTS IN INTELLECTUAL PROPERTY. Purchaser agrees that all concepts, technologies, designs and ideas which are a part of, or are related to the P2O Machinery Component are and shall remain the intellectual property of Seller. Purchaser covenants not to copy, duplicate, convert, transfer, assign or sell the intellectual property. Purchaser shall be responsible to obtain the agreement of any subsequent transferee of the P2O Machinery Component to this agreement regarding Seller's intellectual property in the P2O Machinery Component. Any new technologies developed between the Seller and Purchaser shall be property of both entities subject to agreements to be prepared consistent with such new technology.

5. **Purchaser Representations and Warranties**. Purchaser hereby represents and warrants as follows:

(a) Purchaser will produce Oil for sale consistent with the attached Crude Oil Assay Test *in Schedule B.*

(b) Purchaser will use its best efforts to convert 22 Tons of poly/plastic into 3300 gallons of Oil which is 55% of the total capacity of the 40-ton per day system.

(c) Purchaser will obtain a contract for the delivery and sale of the Oil for a period of ten years from an industry recognized and financially capable purchaser. The 12-month average of $2.08 per gallon with normal 6-month adjustments to market conditions is the common standard.

(d) Purchaser will obtain all performance guaranties; warranties and insurance coverage to insure the proposed operations perform to the anticipated or desired levels of production of Oil.

(e) Purchaser will manage all trained personnel and operations/management of all feedstock and hardware applications in order to maintain consistent Oil production. Seller will be involved to ensure conversion rate and production efficiencies and throughput monitoring

(f) Purchaser will maintain daily monitoring of all SGS Certifications on all Oil sales in support of maintaining accurate accounting records for the parties of this contract.

(g) Purchaser will obtain commitments for the required feedstock to achieve the necessary outputs of Oil expected by both parties. The first site will be located in Cheboygan, MI with inventory in excess of 150 million pounds of Poly/Plastic mixture in warehoused inventory.

(h) Purchaser will maintain proper financial and accounting records of all operations and make any and all necessary reporting requirements to Purchaser and manufacturer for purposes of computing and paying the Royalty Fee or

Monthly Royalty Payment. The Seller has the right to perform quarter audits on all financial and accounting records as the Seller sees fit at the expense of the Seller.

6. **SELLER REPRESENTATIONS AND WARRANTIES**. Seller hereby represents and warrants as follows:

(a) Seller will allow, grant or otherwise permit Purchaser the exclusive use and operation of the P2O Machinery Component that is the subject of this Purchasing Agreement for the life of equipment from which the Monthly Royalty Payment is due and owing to Seller.

(b) Seller will not relocate, transfer or otherwise convey the P2O Machinery Component without the express written consent of the Purchaser.

7. **EVENT OF DEFAULT DEFINED**. As used herein, the term Event of Default shall include each or all of the following events:

(a) Any default under the Agreement which continues beyond any applicable grace or cure period, if any.

(b) Any default under the other Agreements which continue beyond the expiration of any applicable cure period, if any.

(c) Any financial information, statement, certificate, representation or warranty given to the Seller by Purchaser (or any of their representatives) in connection with entering into this Agreement or the other Agreements or required to be furnished under the terms hereof or the other Agreements, shall prove untrue in any material respect (as determined by the Purchaser in the exercise of its reasonable judgment) as of the time when given.

(d) There is a material adverse change in the financial condition of Purchaser or a violation of an environmental law having a material adverse affect on Purchaser.

8. **RIGHTS AND REMEDIES**. Upon the occurrence of an Event of Default the Seller may, at its option, exercise any and all of the following rights and remedies (and any other rights and remedies available to it):

(a) The Seller may, with notice, terminate the Purchase, and not make or approve any further disbursements from any Escrow or Reserve.

(b) The Seller may, by written notice to Purchaser, declare immediately due and payable all sums payable hereunder as due in the agreement, and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived; provided, however, that upon the filing of a petition commencing a case naming Purchaser as debtor under the United

States Bankruptcy Code, sums payable hereunder shall be automatically due and payable without any notice to or demand on Purchaser or any other party.

(c) The Seller shall have the right, in addition to any other rights Provided by law or in equity, to enforce its rights and remedies under any or all of the Financing Documents.

9. INCORPORATION OF EXHIBITS AND SCHEDULES. All Exhibits and Schedules referred to herein, together with all terms set forth herein, shall become an integral part of this Purchase Agreement and are incorporated herein by reference. This Purchase Agreement, the P2O Machinery Component description (Exhibit "A"), the Purchase Price and Payment Schedule (Exhibit "B"), and the Royalty Agreement (Exhibit "C") shall be construed as a single contract.

10. TITLE TO GOODS. Title transfer occurs at the time the P2O Machinery Component is installed, tested, confirmed for production use and the Production payment (payment of $2,785,900.00 due prior to delivery and installation) and the Royalty payments under Exhibit "C" have reached in the amount of $4,713,900.00. A Certificate of Use will be issued at the time the title is transferred. The P2O Machinery Component will be operating at 437 South Main Street, Cheboygan, MI, the existing Great Lakes Tissue factory.

11. **SECURITY INTEREST**. Purchaser hereby grants Seller a security interest in the P2O Machinery Component until such time as title is transferred. Purchaser agrees to provide and execute such documentation Seller requires to perfect said interest and hereby authorized Seller to file the necessary UCC Security Interest documents as required.

12. APPLICABLE LAW. This Agreement shall be construed and enforced under the laws of the State of Wisconsin.

13. RESALE. Purchaser shall not resell the P2O Machinery Component without the written consent of Seller. Such consent shall not be unreasonably withheld. Subsequent Purchasers will be subject to the conditions of this Purchase Agreement.

14. MANUFACTURING. Purchaser or any subsequent transferee shall not manufacture a pyrolysis machine or associated equipment using the technology developed by Seller using the concepts or designs described in any patents issued or pending or as described in Exhibit "A".

15. **INVALIDITY OF PROVISIONS**. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to any person, entity or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby.

16. **CONFIDENTIAL INFORMATION**. Each Party acknowledges that in conducting

its operations, each employs certain trade secrets and other confidential and proprietary information and know-how which are valuable, special, unique, and proprietary assets of their respective businesses, and which each takes reasonable steps to protect from disclosure to third parties (hereinafter "Confidential Information"). Each Party acknowledges that as a result of the relationship between them, certain Confidential Information (including, without limitation, volume, delivery, customer and pricing information under this Agreement), may come into the possession of the other and/or its employees. Each Party agrees that it will not, except as may in good faith be believed to be required by law or as is necessary to comply with the terms or obligations of this Agreement, directly or indirectly make use of or knowingly disclose to any third-parties, including guests or invitees, such Confidential Information without first obtaining the prior written consent of the other or until such Party can establish that the same shall have lawfully become a matter of public knowledge through no fault of the recipient Party. These obligations shall apply to any Confidential Information of either Party acquired prior to the date of this Agreement.

Each Party agrees that a breach of this covenant on Confidential Information will result in irreparable and continuing damage to the non-breaching Party for which money damages may not provide adequate relief. Each Party therefore agrees that breach of this covenant concerning Confidential Information shall entitle the other to both preliminary and permanent injunctive relief, as well as money damages insofar as they can be determined under the circumstances, together with such other legal and equitable remedies as may be available. This section concerning Confidential Information shall survive the expiration or termination of this Agreement for a period of two (2) years; provided, however that any Confidential Information which qualifies as a "trade secret" under the Uniform Trade Secret Act as codified at Section 134.90, Wisconsin Statutes, shall be subject to the protections of such statute as long as the Confidential Information continues to qualify as a trade secret under Section 134.90, Wisconsin Statutes.

The Purchaser agrees not to disclose the nature, terms and existence of this Agreement to any party other than its accountant and lawyer, providing such parties agrees to maintain the confidentiality of the nature and terms of this Agreement.

17 **NO RELATIONSHIP**. This Agreement shall not constitute or be construed so as to give rise to a partnership or joint venture between the Parties. In no event shall either Party represent itself as a representative or agent of the other Party.

18. **WAIVER**. Any waiver of any right or remedy by the Seller under this Agreement shall not constitute a waiver of the same or any other right or remedy which may exist prior or subsequent thereto.

19. **INSPECTION**. Purchaser agrees to allow Seller to view the P2O Machinery Component in operation and to allow Seller to show its operation to prospective purchasers of other systems. These inspections will be arranged ahead of time by Seller and will be done with no disruption of Purchaser's operation. This viewing does not include any purchaser provided integrated technologies proprietary to the purchaser.

Representatives from P2O will be present at all showings.

EXECUTED on the day and year first above written:

P2O Technologies LLC

By _____ Name: Todd Parczick
Title: Managing Member

Arland Energy Systems, Inc.

By _____ Name: Michael Flaherty
Title: President

Initials: _____ / _____

PURCHASE AGREEMENT
Between P2O Technologies LLC
And Arland Energy Systems, Inc. for a 40-ton per day plastic to oil pyrolysis and liquefaction system

"EXHIBIT A"

P2o Machinery COMPONENT (SERIAL #P20 -0001)

This P2O Machinery Component (Serial #P20-0001) is comprised of a proprietary thermal pyrolysis conversion system capable of converting poly/plastics at a maximum rate of approximately **3,333 pounds per hour** equivalent to approximately **40 tons per 24-hour day**. This rate will be confirmed by at least three tests on the materials to ensure consistent processing. The system is based upon a safe and efficient process that substantially reduces the weighted volume of the carbonaceous feedstock. A Seller- advanced recycling technology consists of a "closed loop" reaction chamber heated with Seller's own unique processing system and is unique to the form of waste processing. The entire system is designed so that no raw gases can be released to the atmosphere. Subsequently, this closed loop process requires no additional emissions control even where local air quality regulations are excessively demanding, and the residual ash is safe for either recycling as a construction aggregate, or for land filling.

The Purchaser thermal distillation process used in this Pyrolysis system was designed to specifically address the limitations of other technologies and involves the thermal decomposition of poly/plastic matter at temperatures sufficient to gasify the material under a slight vacuum and in the absence of oxygen. As the temperature increases, vapors flow out of the reaction chamber and are further processed into oil.

MACHINERY INCLUDED IN THE P2O MACHINERY COMPONENT

The 40 ton per day plastic pyrolysis and liquefaction P2O Machinery Component being purchased through this Agreement is comprised of the items in Schedule A.

Exterior process vessel shell and all support structure to be fabricated of heavy mild steel plate, structurally reinforced and supported with heavy steel members as dictated by accepted industrial engineering practices.

Fixtures and components exposed to high temperature or corrosive atmospheres are to be manufactured of stainless alloys.

Electrical is to conform to the National Electric Code of the United States of America. All process vessel wiring to be protected with steel conduit, metal wire ways and liquid-tight, flexible metal conduit. Electrical construction is to be of a liquid-tight design. Explosion-proof construction is to be incorporated in the gas processing system module.

UTILITY REQUIREMENTS TO BE MET BY THE PURCHASER

(A) * Electrical: 480 volts/3 phase/60 Hz (or as specified by Seller)

(B) * City water/sewer* Approximate parasitic loads and volume requirements to be determined by Seller

PURCHASER RESPONSIBILITIES

Purchaser herein agrees to provide in a timely manner all costs necessary for:

(A) The payment for all necessary utilities, building permits, public inspections, licenses, air quality testing, permitting fees, application fees, insurance charges and the like required for funding and operation of the system.

(B) Provisions for any necessary foundations, enclosures and/or buildings which will be built to Sellers specifications.

The location and enclosure of the electronic control center panel and motor control panels adjacent to one another, as well as the provision of electrical service to the control panel and equipment components.

All spare parts recommended by the Seller*.

* Note: Spare parts are not included in the Equipment List system price but will be required for proper maintenance and servicing procedures. As such, prior to the commissioning of the P2O Machinery Component, the Seller will work with the Purchaser and the Sellers to define a specific recommended spare parts list for all systems therein, and the Purchaser herein agrees to purchase the recommended spare parts by the date of commissioning.

AGREEMENT ON INSTALLATION AND START-UP SUPERVISION AND SERVICES

The ***parties herein agree*** that:

- Following fabrication of the P2O Machinery Component by Seller, and arrival at Purchaser's site, Seller will send qualified personnel to supervise setup and start-up of the equipment.
- Detailed equipment and arrangement drawings will be provided by Seller within sixty (60) days of the funding of this Purchase Agreement as a basis for Purchaser to prepare installation site prior to shipment of equipment.
- The site is to be prepared according to the general direction of Seller, at Purchaser's cost, and Purchaser agrees to furnish a suitable foundation upon which to erect the machinery, with free and ready ingress and egress to and from the same.
- Purchaser is to furnish all necessary wiring and other equipment per Seller's specifications.
- Purchaser is to indemnify and hold harmless the Seller against any and all claims against any person whatsoever arising out of or resulting from the erection and operation of the machinery after startup training and acceptance of the equipment by

the Purchaser.

- Purchaser shall be solely liable for personal injuries or property damages, whether to the equipment, other, or otherwise, occasioned by or resulting from an unsuitable foundation.

CHANGE ORDERS

It is ***mutually agreed*** that changes of a major nature by Purchaser that may come about during the construction will be worked out by both parties and additional payment made or credit allowed as is deemed reasonable and agreed to in writing by both parties.

P2O MACHINERY COMPONENT WARRANTY

The product included in this contract is warranted by Seller as described herein. Seller will, for a period of one (1) year following initial start-up and acceptance by Purchaser, warranty the P2O Machinery Component to be free of defects in material and workmanship when properly installed and operated. Defects or failures caused by damage in misuse, negligence, lack of proper maintenance, or lack of properly trained and skilled operators are not covered by this warranty. Seller will provide training to Purchaser personnel sufficient to allow them to be qualified by Seller as "skilled".

This warranty becomes void if Seller's instructions are not followed or unapproved feedstocks are processed. Written notice of any defect or abnormality must be given to Seller and Seller immediately following its discovery. Defective parts or products must be returned to the Seller.

The exclusive remedy for defects is the repair or replacement of products or parts, which upon inspection by Seller, are found to be defective. In the case of field repair required on weldments, retorts or other fabricated structures which are too large or impractical for return to Seller, Purchaser must first contact Seller. Arrangements will then be made to have a representative of Seller inspect the damaged area and assess the most expedient and cost effective method of repair. If it is determined that Seller is at fault, a field repair will be made by Seller or an authorized qualified local contractor will make the repair under the supervision of Seller. No such repairs are to be allowed or paid for by Seller without the prior written approval of Seller.

This P2O Machinery Component is to be operated and maintained by qualified personnel. Purchaser must comply with all instructions and warnings shipped by Seller with the unit. Seller will in no event be liable for incidental or consequential damages of any kind whatsoever.

Merchandise not of Seller's fabrication, supplied in piece, component assemblies, or refractory material is not covered by the above warranty, but Seller will give Purchaser the benefit of such adjustment as it can arrange with

its suppliers.

Under adverse ambient conditions, such as when outdoors or subject to radiant heat or exposed to corrosive or any other deleterious environments or conditions, Purchaser, or the user shall provide special protection and special maintenance as may be required to assure proper protection of the unit and proper operation.

THE WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES. NEITHER PARTY MAKES, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUROSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

EXCEPT WITH REGARD TO ANY LIABILITY THAT ARISES FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND EVEN IF SUCH PARTY HAS BEEN ADVISED OR THE POSSIBILITY OF SUCH DAMAGES.

Process Warranty for System

Given the stated feedstock parameters as noted in the following table, this equipment is warranted by Seller to provide the throughput and product yields indicated in the chart below when correctly installed and operated in accordance with Seller's written operating guidelines. In this regard, it is ***mutually agreed*** that:

- Correct installation shall be verified by Seller prior to start-up and documented in an installation acceptance report, the wording of which is to be ***mutually agreed*** upon before acceptance.
- Throughput and product volumes will be demonstrated during start-up and operator training period and documented in a start-up and training report.*
- Seller shall remedy any deficiencies in system operation in order to maximize throughput and yield by making necessary adjustments or modifications to the equipment.*

Engineering assumptions		Feedstock parameters	
Operating hours per day	24	Tons of processed poly/plastic per day	40
Pounds per ton	2,000	Moisture content of feedstock	30%
Efficiency of evaporation	80%	BTU/LB of feedstock	TBD
Gasifier system efficiency	70%	Char % by mass	2%
Process heat BTU per ton	TBD	Dimension	1-inch minus
Parasitic load KWH	TBD	**Output parameters**	
Generated BTUH	TBD		
Heat for evaporation BTUH	TBD	Vapor production (scf per hour)	TBD

Process heat BTUH	TBD	Oil Output	TBD
Net heat BTUH	TBD		

* Note: The figures provided in the above chart have been calculated based in part on (1) standard values for certain aspects of the process (e.g. process heat in BTU per ton), (2) actual values being supplied by the Purchaser with regard to the feedstock volumes (e.g. 40 tons per day), (3) feedstock characteristics (e.g. BTU/lb, moisture content and ash content of the feedstock), and (4) the anticipated operating schedule (e.g. 24 hrs/day).

Over many hours of processing time as well as the processing of a large variety of feedstocks with a system similar in all aspects of operation to the unit being sold in this Agreement, except in terms of pounds per hour of throughput capacity, the Seller has empirically established what he believes are predictable, replicable system efficiencies. Based on these efficiencies, the Seller believes that the figures accurately depict the expected throughput results from the feedstock the Purchaser intends to process with the system being purchased.

The Seller wishes to emphasize that field conditions and factors beyond the control of the Seller and or Purchaser may vary from load to load, in particular, the actual BTU value, moisture content and ash content of the feedstock. These factors may result in throughput amounts differing from those indicated above. To the extent that these values are reasonably consistent with those indicated in the above chart, the differences in actual output should not be significant.

The Seller guarantees that the system will convert at least 70% of the available volatiles from the feedstock that is fed into the system. This percentage of conversion can be measured periodically to establish the efficiency of the system.

AIR EMISSIONS GUARANTEE

Seller guarantees the performance of the equipment and the air emissions to stay below the local regulatory requirements. Purchaser hereby confirms and agrees on the content as noted in this "Exhibit A" of the Agreement. EXECUTED on the day and year first above written:

P2O Technologies LLC

By _____ Name: Todd Parczik
Title: Managing Member

Arland Energy Systems, Inc.

By _____ Name: Michael Flaherty
Title: President

Initials: _____ / _____

"EXHIBIT B"

Price Schedule, Delivery Schedule, Payment Terms

PRICE SCHEDULE (ALL PRICES IN US DOLLARS)

Item	Price
40 Ton Thermal Dynamic Equipment (see detailed list)	$4,713,900
Freight included in quote for the Cheboygen, MI facility	0
	0
Total	**$4,713,900**

- All systems are FOB in De Pere, Wisconsin
- EXCLUDES any applicable state or local taxes, levies or duties, and all other anticipated system costs as noted in "Exhibit A"
- Prices valid until

DELIVERY SCHEDULE

Pyrolysis and all other systems will normally be ready to ship 4 months after final design approval. The design/engineering will commence immediately upon receipt of down payment and purchase order.

PAYMENT TERMS

Purchaser to provide an Irrevocable Purchase Order to the Seller conforming to the following disbursement schedule:

40 Ton Liquefaction System		1st Draw	2nd Draw	3rd Draw	4th Draw	5th
Main Structure	Base Unit					
Insulation	$ 3,500.00	$ -	$ -	$ -	$ 3,500.00	$ -
Main Structure Fab	$ 295,000.00	$ 88,500.00	$ 118,000.00	$ 59,000.00	$ -	$ 29,500.00
Components						
Dual Knife Valves	$ 47,000.00	$ -	$ 23,500.00	$ -	$ 18,800.00	$ 4,700.00
Hydraulic System	$ 24,000.00	$ -	$ 12,000.00	$ -	$ 9,600.00	$ 2,400.00
Air Compression	$ 3,500.00	$ -	$ -	$ -	$ -	$ 3,500.00
Vacuum	$ 33,000.00	$ -	$ 16,500.00	$ -	$ 13,200.00	$ 3,300.00
Controls/Electrical	$ 250,000.00	$ 87,500.00	$ 62,500.00	$ -	$ 75,000.00	$ 25,000.00
Process Piping	$ 9,000.00	$ -	$ 3,000.00	$ -	$ -	$ 2,000.00
Bearing and Packing	$ 3,000.00	$ -	$ -	$ 3,000.00	$ -	$ -
Heating Elements	$ 35,000.00	$ -	$ 17,500.00	$ -	$ 17,500.00	$ -
Sensors	$ 20,000.00	$ -	$ 10,000.00	$ -	$ 10,000.00	$ -
Misc Hardware	$ 5,000.00	$ -	$ 2,500.00	$ -	$ -	$ 2,500.00
Labor						
Assembly/Install	$ 48,500.00	$ -	$ -	$ 13,950.00	$ 18,600.00	$ 13,950.00
Travel/Per diem	$ 10,490.00	$ -	$ -	$ 3,120.00	$ 4,160.00	$ 3,120.00
Trucking	$ 10,000.00	$ -	$ -	$ -	$ -	$ 10,000.00
Misc Fab/Materials	$ 30,000.00	$ -	$ 2,500.00	$ 5,000.00	$ 2,500.00	$ -
Paint	$ 30,000.00	$ -	$ -	$ -	$ -	$ 10,000.00
Site Prep	$ 50,000.00	$ -	$ 37,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00
Integration Engineering	$ 100,000.00	$ 100,000.00	$ -	$ -	$ -	$ -
Non-Liquefaction Components						
Separation Columns (2)	$ 90,000.00	$ 22,500.00	$ -	$ 45,000.00	$ 13,500.00	$ 9,000.00
Heat Exchanger (4)	$ 260,000.00	$ 65,000.00	$ -	$ 130,000.00	$ 39,000.00	$ 26,000.00
Misc. Piping and Valves (Heat Exchanger)	$ 30,000.00	$ -	$ -	$ 15,000.00	$ 12,000.00	$ 3,000.00
Chilled Water System (2)	$ 80,000.00	$ -	$ -	$ 45,000.00	$ 26,000.00	$ 9,000.00
Plastics Densifiers (4)	$ 200,000.00	$ -	$ -	$ -	$ 50,000.00	$ 150,000.00
Skid steer	$ 40,000.00	$ -	$ -	$ -	$ -	$ 40,000.00
Conveying Systems In feed/Discharge	$ 100,000.00	$ 30,000.00	$ 25,000.00	$ 45,000.00	$ -	$ 18,000.00
2-8,000 Gallon UL 142 Horizontal Double Wall Tanks	$ 70,000.00	$ -	$ -	$ 35,000.00	$ 17,500.00	$ 17,500.00
Misc. Piping and Valves (Fuel)	$ 65,000.00	$ -	$ -	$ 42,500.00	$ -	$ 42,500.00
Installation	$ 60,000.00	$ -	$ -	$ 18,000.00	$ 24,000.00	$ 18,000.00
2 MWH Genset	$ 1,400,000.00	$ -	$ -	$ 700,000.00	$ -	$ 700,000.00
Hookup/Switch Gear	$ 50,000.00	$ 12,500.00	$ -	$ 25,000.00	$ 12,500.00	$ -
Design Engineering	$ 625,000.00	$ -	$ -	$ -	$ -	$ 625,000.00
System Start Up	$ 78,000.00	$ 78,000.00	$ -	$ -	$ -	$ -
Contingency/Profit	$ 575,000.00	$ 143,750.00	$ -	$ -	$ -	$ 431,250.00
						$ -
40 Ton System Cost/Draw Amounts	$ 4,713,900.00	$ 617,750.00	$ 305,500.00	$ 1,197,070.00	$ 389,860.00	$ 2,203,720.00

Initials: _____ / _____

EXHIBIT "C"

ROYALTY AGREEMENT
Between P2O Technologies LLC
And Arland Energy Systems, Inc. for a 40-ton per day plastic waste to fuel thermal pyrolysis and liquefaction system

THIS ROYALTY AGREEMENT (the "Agreement") is made effective this 20th day of January, 2012, by and between P2O Technologies LLC, a Wisconsin corporation (hereinafter referred to as "Seller"), and ARLAND ENERGY SYSTEMS, INC., (hereinafter referred to as "Purchaser"). The Seller and Purchaser may be referred to individually as a "Party" or collectively as the "Parties".

Background

WHEREAS, the Parties have, on even date herewith, entered into a Purchase Agreement wherein Seller shall sell to Purchaser an P2O Machinery Component as described therein; and

WHEREAS, the Parties have agreed that the purchase price for the P2O Machinery Component is Four Million Seven Hundred Thirty-Eight Thousand Nine Hundred Dollars ($4,738,900.00), part of which will be paid in cash upon the schedule agreed to, and the remainder of which will be paid pursuant to the terms of this Royalty Agreement;

NOW THEREFORE, in consideration of the above recitals, and the mutual promises, covenants, terms and conditions set forth herein, the Parties agree as follows:

I. **PAYMENT OF ROYALTY.** In consideration for the right to purchase the P2O Machinery Component from Seller, Purchaser agrees to pay Seller a royalty fee equal to 15% of the gross amount of oil produced by Purchaser with P2O Machinery Component Serial # P2O-0001 MSL _____. The Purchaser agrees to make such royalty payments to Seller on a monthly basis not more than 15 business days after the end of each month via cash, wire transfer, or check payment. Together with each monthly royalty payment, the Purchaser provide Seller a certified statement of its gross production from P2O Machinery Component Serial # P2O-0001 MSL _____ as produced during the prior calendar month. Seller shall have the right to audit all of Purchaser's financial statements and sales records to verify the amounts Purchaser shall pay to Seller as provided herein. If any such audit reveals an underpayment of more than 2%, Purchaser shall reimburse Seller for the actual costs of such audit and pay Seller the amount of such underpayment immediately, plus interest at the rate of ten percent (10%) per annum from the date Purchaser should have made the underpayment.

II. **TERM OF AGREEMENT.** The term of this Agreement shall run for the usable life of P2O Machinery Component Serial # P2O-0001 MSL TP Seller may terminate this Agreement and remove the P2O Machinery Component Serial # P2O-0001 MSL from Purchaser's premises at any time after any of the following events occur (the occurrence of which is referred to as an "Event of Default"):

(1) *Material Breach.* Purchaser breaches a material obligation under this Agreement and such breach continues without cure for a period of fifteen (15) days after written notice thereof.

(2) *Cessation of Business.* Purchaser ceases to conduct business in the normal course, becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, makes a general assignment for the benefit of creditors, admits its inability to pay debts as they mature, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject (for more than 60 days if not voluntary) to any other judicial or

administrative proceeding that relates to its insolvency or to the protection of the rights of its creditors.

(3) *Disparagement.* Purchaser disparages Seller or any of its employees or otherwise interferes with the business relations of Seller and any of its vendors or customers.

III. **INDEMNIFICATION.** Purchaser shall indemnify, defend and hold Seller harmless from and against all claims, actions, damages, liability, and expenses (including, but not limited to attorneys fees and related costs) incurred by Seller in connection with the loss of life, personal and bodily injury or any other loss or liability arising from: (i) the use of the P2O Machinery Component Serial # by Purchaser, its agents and employees; and (ii) the breach of any term, condition or covenant of this Agreement by Purchaser.

IV. **NOTICES.** Notices hereunder shall be in writing signed by the Party serving the same and shall be sent, if mailed, by Registered or Certified U.S. Mail, Return Receipt Requested, postage prepaid; by a nationally recognized overnight courier or telefax.

V. **ASSIGNMENT.** This Agreement shall not be assignable by Purchaser except upon the written consent of Seller, which such consent may be withheld for any reason whatsoever. Seller shall have the right to assign its right under this Agreement to any entity which acquires substantially all of its assets.

VI. **NON-WAIVER.** The failure of Purchaser or Seller to enforce any of the rights given to either of them under this Agreement, shall not be construed as a waiver of the right of Purchaser or Seller to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given to Purchaser or Seller by reason of any of the other covenants of this Agreement.

VII. **INTEGRATION.** This Agreement, together with the Purchase Agreement and the Exhibits thereto (the "Agreement") contain the entire agreement and understanding concerning the subject matter hereof between Seller and Purchaser, and supercedes and replaces any and all prior negotiations, proposed agreements and agreements, written or oral. Except as otherwise provided herein, this Agreement shall not be modified, amended or supplemented, and no provision of this Agreement shall be waived by purchase orders, acknowledgments of purchase orders, invoices or other documents exchanged between the Parties, except by an agreement in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly and lawfully authorized officers of legal representatives.

SELLER:

P2O Technologies LLC

By:
Name: Todd Parcziek

Title: Its Managing Member

PURCHASER:

ARLAND ENERGY SYSTEMS, INC.

By:
Name: Michael Flaherty

Title: Its President

Main Structure
Insulation
Main Structure Fab
Components
Dual Knife Valves
Hydraulic System
Air Compression
Vacuum
Controls/Electrical
Process Piping
Bearing and Packing
Heating Elements
Sensors
Misc Hardware
Labor
Assembly/Install
Travel/Per diem
Trucking
Misc Fab/Materials
Paint
Site Prep
Integration Engineering
Non-Liquefaction Components
Separation Column (2)
Heat Exchanger (4)
Misc. Piping and Valves (Heat Exchanger)
Chilled Water System (2)
Plastics Densifiers (4)
Skid steer
Conveying Systems in feed/Discharge
2-8,000 Gallon UL 142 Horizontal Double Wall Tanks
Misc. Piping and Valves (Fuel)
Installation
2 MWH Genset
Hookup/Switch Gear
Design Engineering
System Start Up
Contingency/Profit

Initials: /

STATE OF WISCONSIN | CIRCUIT COURT BRANCH 1 | BROWN COUNTY

TINA FRITSCH,
3505 Hidden Valley
Court Green Bay,
Wisconsin 54311,

Plaintiff,

v.

GENERATION CLEAN FUELS, LLC,
630 Davis Street, Suite 300
Evanston, IL 60201-4480

Defendant.

SECOND AFFIDAVIT OF ERIC R. DECATOR

Case No. 13-CV-1065

State of Wisconsin)
) ss.:
County of Brown)

COMES NOW Attorney Eric R. Decator, being duly sworn on oath, and hereby deposes and says:

1. That I am the General Counsel and Chief Financial Officer of Generation Clean Fuels, LLC, a Delaware limited liability company formerly known as Arland Clean Fuels, LLC.
2. That I am a graduate of the University of Colorado School of Law and an active member, in good standing, of the Bar of the State of Illinois.
3. That, on June 4, 2012, the Colorado entity Arland Clean Fuels, LLC merged with and into Arland Clean Fuels, LLC, a Delaware LLC, with Arland Clean Fuels, LLC, a Delaware LLC being the survivor of such merger. The purpose of such merger was

to change the state of organization of Arland Clean Fuels, LLC from Colorado to Delaware. A copy of the Certificate of Merger is attached hereto as Exhibit A.

4. That, on March 5, 2013, the Delaware entity Arland Clean Fuels, LLC changed its name to Generation Clean Fuels, LLC. A copy of the Certificate of Amendment is attached hereto as Exhibit B.
5. That, on October 1, 2012 I joined Generation Clean Fuels, LLC, at the time known as Arland Clean Fuels, LLC, a Colorado limited liability company, as General Counsel and Director of Corporate Development
6. That, effective December 29, 2012, I also became the Chief Financial Officer of Generation Clean Fuels, LLC.
7. That, from the time of my employment and through the date of the filing of this lawsuit, neither Tina Fritsch, her husband, nor any of her representatives have requested a copy of Exhibit B to the Royalty Agreement, known hereafter as the "P2O Agreement."
8. That the "Oil Producing Equipment," referred to in the Royalty Agreement between Arland Clean Fuels, LLC and Tina Fritsch and described as a 40 ton per day poly/plastic to fuel thermal pyrolysis and liquefaction system, was never built due to a breach of the P2O Agreement by P2OTechnologies, LLC. No similar 40 ton unit was or is being built.
9. That, as General Counsel and Chief Financial Officer of Generation Clean Fuels, LLC, I am not aware of any other contract, document, or note that would establish a debt relationship between Tina Fritsch or any of her family and Generation Clean Fuels, LLC.

10. That, at all times from March 22, 2012 through the date hereof, the total liabilities of Generation Clean Fuels, LLC exceeded the fair value of the assets of Generation Clean Fuels, LLC.

Date: February 20, 2014

Signed:

E. R. Decator

Eric R. Decator
630 Davis Street, Suite 630
Evanston, Illinois 60201

Sworn and subscribed before
me this 20th day of February, 2014

Elisa D. Nocito

Notary Public

ELISA D NOCITO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 30, 2017

Exhibit A – Certificate of Merger

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ARLAND CLEAN FUELS, LLC", A COLORADO LIMITED LIABILITY COMPANY,

WITH AND INTO "ARLAND CLEAN FUELS, LLC" UNDER THE NAME OF "ARLAND CLEAN FUELS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTH DAY OF JUNE, A.D. 2012, AT 1:27 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5155571 8100M

120699226

AUTHENTICATION: 9615234

DATE: 06-04-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:33 PM 06/04/2012
FILED 01:27 PM 06/04/2012
SRV 120699226 - 5155571 FILE

STATE OF DELAWARE

CERTIFICATE OF MERGER OF

ARLAND CLEAN FUELS, LLC,
a Colorado limited liability company

INTO

ARLAND CLEAN FUELS, LLC,
a Delaware limited liability company

Pursuant to Title 6, Section 18-209 of the Limited Liability Company Act.

FIRST: The name of the surviving limited liability company is Arland Clean Fuels, LLC, a Delaware limited liability company

SECOND: The name of the limited liability company being merged into this surviving limited liability company is Arland Clean Fuels, LLC, a Colorado limited liability company.

THIRD: The Agreement of Merger has been approved and executed by both limited liability companies.

FOURTH: The name of the surviving limited liability company is Arland Clean Fuels, LLC.

FIFTH: The executed agreement of merger is on file at 630 Davis Street, Suite 300, Evanston, Illinois 60201, the principal place of business of the surviving limited liability company.

SIXTH: A copy of the agreement of merger will be furnished by the surviving limited liability company on request, without cost, to any member of the limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, the 31st day of May, 2012.

ARLAND CLEAN FUELS, LLC

By: _____
Name: Louis Stein
Title: Manager

Exhibit B – Certificate of Amendment

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ARLAND CLEAN FUELS, LLC", CHANGING ITS NAME FROM "ARLAND CLEAN FUELS, LLC" TO "GENERATION CLEAN FUELS, LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF MARCH, A.D. 2013, AT 4:13 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5155571 8100

130277805

You may verify this certificate online at corp.delaware.gov/authver.shtml

AUTHENTICATION: 0262136

DATE: 03-06-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:40 PM 03/05/2013
FILED 04:13 PM 03/05/2013
SRV 130277805 - 5155571 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Arland Clean Fuels, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is:
Generation Clean Fuels, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 5th day of March, A.D. 2013.

By: E. R. Decator
Authorized Person(s)

Name: Eric R. Decator
Print or Type