

**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. 14 L 2768 (N)

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

Defendants.)

AFFIDAVIT OF MICHAEL GALICH

I, Michael Galich, state on oath that the following is true, accurate, and within my personal knowledge, and that I am over the age of 18 and competent to testify to the statements contained herein, if called to do so:

1. At all relevant times, I have been an operations executive of ACF Leasing, LLC and ACF Services, LLC and a member and operations executive of Generation Clean Fuels, LLC (collectively referred to for purposes of this Affidavit only as, the “ACF entities” or “ACF”). I received a Bachelor of Science Degree in Mechanical Engineering from the University of Illinois at Urbana-Champaign in 1988 and my Juris Doctor degree from Chicago-Kent College of Law, Illinois Institute of Technology in 1994.

2. On or about August 7, 2012, I attended a U.S. Department of Energy conference regarding Renewable Energy for Tribal Community Development in Milwaukee, Wisconsin on behalf of the ACF entities. Kevin Cornelius, a member of the Oneida Tribe of Indians of Wisconsin (“the Tribe”), Chief Executive Officer of Oneida Seven Generations Corporation (“OSGC”) and President of Green Bay Renewable Energy (“GBRE”) and Bruce King, a member

of the Tribe, Chief Financial Officer of OSGC and Treasurer of GBRE gave a presentation at the conference regarding the energy projects of the Tribe. At that time, I met with William Cornelius, President of the Board of Directors of OSGC, Kevin Cornelius and Bruce King to discuss energy projects related to the Tribe. William Cornelius, Kevin Cornelius and Bruce King held themselves out as representatives and agents of the Tribe and OSGC.

3. In or about August 2012, I met with Kevin Cornelius and Bruce King in Evanston, Illinois to discuss a specific plastics to energy project ("the Project") with the Tribe.

4. In or about September, 2012, ACF sent a Joint Venture Agreement between ACF and OSGC to Kevin Cornelius and Bruce King. (See attached a true and accurate copy of the Joint Venture Agreement incorporated herein as Exhibit A.)

5. On or about October 4, 9, and 15, 2012, Kevin Cornelius, Bruce King, Eric Decator, General Counsel and Director of Corporate Development for the ACF entities, and I participated in conference calls, while I was in Illinois, utilizing ACF's conference call number, regarding the Project.

6. On or about October 22, 2012, Kevin Cornelius and Bruce King again came to a meeting in Evanston, Illinois to further discuss the Project with ACF members and the structure of agreements for the Project. ACF was advised that the Tribe needed to revise the structure of the initial agreements for political reasons. ACF continuously negotiated with the Tribe and OSGC to execute agreements to implement the Project.

7. On or about October 26 and 31, 2012, November 21, 2012, December 5, 2012, and January 17, 24, and 30, 2013, Kevin Cornelius, Bruce King, Louis Stern, an ACF member, Eric Decator, Matt Eden, OSGC's financial advisor and Joseph Kavan of the law firm of Kutak Rock and counsel for OSGC held conference calls utilizing ACF's conference call number, to

discuss the Project and the agreements for the Project. I was located in Illinois during these conference calls.

8. On or about January 31, 2013, Louis Stern and I went to an Oneida convention center in Green Bay, Wisconsin to attend a meeting with the Tribe's Business Committee. I believe most, if not all, of the Business Committee members were present at this meeting. Kevin Cornelius and Bruce King made full presentations regarding the Project, and Louis Stern and I supported this presentation with additional comprehensive details. The Business Committee members asked questions about the purchase of the technology regarding the Project. Members of the Business Committee were concerned with having the technology located on the Tribe's land and it was made clear to the Business Committee that the technology would be maintained off of reservation territory.

9. On or about February 11, 15 and 25, 2013 and March 4, 1013, Kevin Cornelius, Bruce King and I held conference calls, again utilizing ACF's conference number, to discuss the Project and the agreements to implement the Project. I was in Illinois for these conference calls.

10. On or about March 11, 2013, Kevin Cornelius and Bruce King came to Evanston, Illinois for a third meeting with Louis Stern, Eric Decator and I to review the approval letter issued by the Wisconsin Bank & Trust related to financing the Project.

11. On or about March 21, 2013 and April 15, 2013, Kevin Cornelius, Bruce King and I held conference calls, again utilizing ACF's conference number, to discuss the agreements, the Project and the Project's financing. I was in Illinois for these conference calls.

12. In or about May, 2013, OSGC's bank engineer, Mark Yancey, Eric Decator and I held approximately four (4) conference calls and exchanged information regarding the Project, the agreements and the financing of the Project.

13. On or about May 3, 2013, Kevin Cornelius informed ACF that four (4) out of five (5) OSGC Board of Directors members approved the Wisconsin Bank & Trust commitment letter issued on April 29, 2013.

14. On or about May 6, 2013, Kevin Cornelius, Bruce King and I held a conference call to discuss the financing, the agreements and the Project.

15. In or about May and June, 2013, Louis Stern (ACF) and Kevin Cornelius signed the Master Lease Agreement and the Operation and Maintenance Agreement (the "Agreements") to formalize the agreement between the parties regarding the Project. (See Plaintiff's Complaint attached to ACF's Response Briefs as Exhibit 1, in which the Agreements are attached as Exhibits 1-A and 1-B, respectively.)

16. On July 17, 2013, Kevin Cornelius, Matt Eden (OSGC's financial advisor) and Louis Stern went to Bakersfield, California to visit an ACF plant to examine the type of machines that would be utilized in the Project. These machines and their operation are proprietary, protected trade secrets of ACF. ACF granted OSGC and the Tribe limited, supervised access to its plant and proprietary technology.

17. On or about August 14, 2013, ACF sent a letter to OSGC's Board of Directors regarding the Project. (See a copy of the August 14, 2013 letter attached hereto and incorporated herein as Exhibit B.)

18. On or about August 15, 2013, ACF executed an option to lease property near Madison, Wisconsin for the placement of plastics to energy units for the Project.

19. On or about August 30, 2013, Bruce King, Kathy Delgado, an OSGC Board of Directors member, William Cornelius, President of the Board of OSGC, Brandon Stevens, an Oneida Business Committee member and I went to Bakersfield, California to visit ACF's plant to examine the type of proprietary machines that would be utilized in the Project. Again, ACF granted OSGC and the Tribe limited, supervised access to its plant and proprietary technology.

20. Throughout the negotiations of the Project, Kevin Cornelius, Bruce King, William Cornelius, Kathy Delgado and Brandon Steven represented to ACF members that they were acting on behalf of the Tribe and OSGC, and repeatedly referred to the Tribe as though the Tribe, OSGC and GBRE were acting in concert.

21. Based on the foregoing meetings, telephone calls, ACF plant visits by the Tribe and OSGC, I believed we were negotiating with the Tribe and OSGC and that Kevin Cornelius was authorized to execute the Agreements on behalf of the Tribe, OSGC and GBRE. Kevin Cornelius and Bruce King corresponded with me repeatedly utilizing OSGC's email address and OSGC's letterhead.

22. I relied on the representations of Kevin Cornelius, Bruce King and William Cornelius that they had the authority of the Tribe and OSGC to enter into the Agreements.

23. In reliance upon the representations of Kevin Cornelius, Bruce King and William Cornelius that they had authority of the Tribe and OSGC to enter into the Agreements, ACF continuously performed a variety of tasks to meet its obligations under the Agreements once they were executed in May and June of 2013, including but not limited to securing sites to house the technology for the Project.

FURTHER THE AFFIANT SAYETH NAUGHT.

[X]

Under penalties as provided by law
pursuant to 735 ILCS 5/1-109
I certify that the statements set
forth herein are true and correct



Michael Galich