

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (the "Agreement") dated and effective as of March 28, 2007, by and among IFC CREDIT CORPORATION ("IFC"); TISSUE PRODUCTS TECHNOLOGY CORPORATION, a Wisconsin corporation ("TPTC"), PARTNERS CONCEPTS DEVELOPMENT, INC., a Wisconsin corporation ("PCDI"), RONALD H. VAN DEN HEUVEL, an individual, ("Van Den Heuvel"), ECO-FIBRE, INC., a Wisconsin corporation ("Eco Fibre"), and OCONTO FALLS TISSUE, INC., a Wisconsin corporation ("Oconto Falls") (collectively the "RVDH Entities" unless identified individually):

**WITNESSETH:**

**WHEREAS**, on or about September 30, 2005, IFC, as lessor, entered into Master Lease Agreement No. 801070 (hereinafter, the "Master Lease") and Lease Schedules Nos. 1, 3, 4, 5, 7, 10, 11, 12, 13, and 14, as amended in certain instances, (collectively the "Lease Schedules" unless identified individually) with TPTC and Eco Fibre, jointly and severally, as co-lessees (collectively "the 801070 Afterdryer Lease") for the lease of sixteen (16) industrial after-dryers, along with related equipment and attachments (hereinafter, the "Afterdryer Equipment"); and

**WHEREAS**, Van Den Heuvel, PCDI, and Oconto Falls each executed an absolute, continual, and unconditional written guaranty of TPTC's and Eco Fibre's obligations under the Master Lease and Lease Schedules (the 801070 Guaranties"); and

EXHIBIT D

**WHEREAS**, IFC thereafter sold, assigned, and transferred certain rights it had in and to (1) certain specified lease payments under Lease Schedule No. 1 to the Master Lease (which covered seven (7) after dryers of the 16 afterdryers which comprise the Afterdryer Equipment), as amended (the "GWSB Afterdryers"), and (2) certain of IFC's rights to the 801070 Guaranties to GEORGE WASHINGTON SAVINGS BANK ("GWSB"), all pursuant to a Master Lease Receivable Sales Agreement between IFC and GWSB, while IFC asserts that it otherwise retained all rights to and interests in the Afterdryer Equipment; and

**WHEREAS**, TPTC and Eco-Fibre subsequently defaulted under the terms of the Master Lease by, *inter alia*, failing to make the lease payments required under the Lease Schedules from on or about February 2006, and thereafter failed to cure their defaults, notwithstanding their receipt of notice of such default; and

**WHEREAS**, IFC filed a lawsuit in the United States District Court for the Northern District of Illinois, Eastern Division, against the RVDH Entities, Case No. 06 C 4618 (the "IFC Lawsuit"), asserting claims against TPTC and Eco-Fibre for breach of the Master Lease and the related Lease Schedules (Count I), for breach of the 801070 Guaranties (Counts II-IV), as well as a claim for injunctive relief for return of the Afterdryer Equipment (Count V); and

**WHEREAS**, GWSB filed a lawsuit in the United States District Court for the Northern District of Illinois, Eastern Division, against the RVDH Entities, Case No. 06 C 3956 (the "GWSB Lawsuit"), as an assignee of IFC, in an Amended Complaint, asserting claims against

TPTC and Eco-Fibre concerning the GWSB Afterdryers for breach of the Master Lease and Lease Schedule No. 1 (Count I), and for breach of the 801070 Guaranties (Counts II-IV); and

**WHEREAS**, the IFC Lawsuit was consolidated into the GWSB Lawsuit; and

**WHEREAS**, the RVDH Entities filed an amended answer to the First Amended Complaint of GWSB in the GWSB Lawsuit, and asserted certain "Interpleaded Claims of all Defendants Against IFC Credit Corporation," wherein they asserted, *inter alia*, that any breach of the Master Lease and the Lease Schedules was a consequence of IFC's alleged unlawful recording of certain security interests and other improper self-dealing; IFC's alleged failure to comply with alleged promises and representations IFC had made to allegedly "fund" a certain purchase-lease-back transaction in September of 2005, and IFC's alleged improper conduct in connection with an alleged financing attempted on several occasions by the RVDH Entities; and

**WHEREAS**, IFC filed a third-party complaint in the GWSB Lawsuit against the RVDH Entities asserting claims for the market residual value in the Afterdryer Equipment, breach of the 801070 Guaranties, and a claim for a declaration that IFC be permitted to repossess the GWSB Afterdryers; and

**WHEREAS**, the parties are also involved in another sale-and-lease-back transaction relating to certain manufacturing machinery and equipment commonly described as "Line No. 2" ("Line No. 2") that IFC purchased and subsequently leased back to certain of the RVDH Entities for use in manufacturing; and

**WHEREAS**, IFC obtained funding for the sale-and-lease-back of Line No. 2 (the "Line No. 2 Sale/Leaseback Agreement"), in part, from FORTRESS CREDIT CORP. and/or Fortress Credit Opportunities I LP (collectively, "Fortress"), which continues to hold security interests and rights in Line No. 2; and

**WHEREAS**, VAN DEN HEUVEL and IFC entered into a certain Yield Enhancement Agreement (the "Stock Agreement") dated September 30, 2005, whereby RVDH pledged, assigned, and delivered to IFC four percent (4%) of the stock of Partners Concept Development, Inc. (the "PCDI Stock"); and

**WHEREAS**, the RVDH Entities have entered into certain Asset Sale Agreements (collectively, the "Asset Sale Agreement") with ST Paper LLC ("ST Paper") that will include the sale of Line No. 2, the proceeds from which the RVDH Entities will use, in part, to pay off their obligations to IFC, GWSB and Fortress under the Line No. 2 Sale/Leaseback Agreement and 801070 Afterdryer Lease; and

**WHEREAS**, there was to have been a closing on the Asset Sale Agreement in December 2006, and the RVDH Entities now represent to IFC the date for document and financial funding closing on the Asset Sale Agreement is April 10, 2007;(the "Closing Date") and

**WHEREAS**, in connection with the Asset Sale Agreement, the RVDH Entities desire to purchase Line No. 2 and thereafter transfer Line No. 2 to ST Paper, and thereafter PCDI and

TPTC have agreed to lease (with no residual value, no prepayment penalties and an early buy-out amount calculated by just adding the remaining Series Payments) certain of the After-Dryer Equipment from IFC (following transfer of GWSB's rights and title to same following the Closing Date) for a ten-month (10) period through a Master Lease No. 801109 dated December 22, 2006 and Lease Schedules Nos. 001, 002, 003, 004, 005, 006, 007, 008 and 009 to Master Lease No. 801109 ("the 801109 Afterdryer Lease"). The 801109 Afterdryer Lease is guaranteed by Van Den Heuvel; and

**WHEREAS**, all of the Afterdryer Equipment, following the Closing Date, shall continue to be owned by IFC until the payment of \$3.4 million is paid by the RVDH Entities, as required by this Agreement; and

**WHEREAS**, VAN DEN HEUVEL and RV Jet, Inc., a Wisconsin corporation ("RV Jet"), have certain rights and obligations with respect to a Gates Learjet, FAA Registration No. N20CR ("the Jet") under (1) a Loan Agreement dated as of July 29, 2005 (the "Jet Loan Agreement"), (2) a \$2.5 Million Promissory Note assigned from Equipment Corporation of America ("ECA") to IFC and then from IFC to GWSB (the "Jet Note") along with ECA's security interest and rights in any collateral securing the obligations of RV Jet under the Jet Note, and with ECA's right, title and interest in and to Van Den Heuvel's Guaranty of RV Jet's obligations under the Jet Note (the "Van Den Heuvel Jet Guaranty"), and (3) a Joint Ownership Agreement between ECA and RV Jet ("Joint Ownership Agreement"), and

**WHEREAS**, IFC and Van Den Heuvel wish to make it clear that none of Van Den Heuvel's or RV Jet's rights and obligations under the Jet Loan Agreement, the Jet Note, the Joint Ownership Agreement, and a "Memorandum of Understanding Relating to Plane," dated December 21, 2006 (the "Jet MOU"), nor Van Den Heuvel's and RV Jet's Amended Counterclaim in the Jet Lawsuit, or the Jet MOU (collectively, the "Retained Jet Rights and Obligations"), shall in any way be terminated, released, affected, compromised, or waived by the representations or terms of this Agreement, and

**WHEREAS**, the RVDH Entities, IFC and Fortress have entered into a separate settlement agreement (the "Separate Settlement Agreement") that relates to the resolution of certain claims, obligations and litigation, and the parties hereto specifically acknowledge and agree that it is not the intention of the parties hereto, by this Agreement, to release, discharge or modify in any manner the rights and obligations created pursuant to the Separate Settlement Agreement; and

**WHEREAS**, the RVDH Entities and IFC, in connection with its interests, and the interests of IFC's funding sources for Line No. 2 and the 801070 Afterdryer Lease, including Fortress and GWSB, now wish to resolve any and all claims, disputes, and controversies by and between IFC on the one hand, and the RVDH Entities on the other hand, that are now pending or which exist (other than claims, disputes, or controversies relating to the Retained Jet Rights and Obligations) regardless of whether same have been asserted in the GWSB or IFC Lawsuits, and to release each other from any and all obligations, duties, and/or rights they may have with respect to each other, except only as otherwise provided herein:

**NOW, THEREFORE**, in reliance upon the recitals set forth above, and based upon the above representations and in consideration of the mutual covenants and agreements of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IFC and the RVDH Entities hereby agree as follows:

1. **Settlement Amount To Be Paid by RVDH Entities.**

a) **Settlement Amount.** To resolve all claims and disputes related to or arising from Line No. 2, the Line No. 2 Sale/Leaseback Agreement, the 801070 Afterdryer Lease, the 801070 Guaranties, and of the security interests related thereto by or through IFC, the RVDH Entities shall pay the total sum of twenty three million, four hundred thousand dollars and no cents (\$23,400,000.00) (the "Total Settlement Amount"), to IFC as settlement in full of IFC's claims in the GWSB and IFC Lawsuits and as consideration for IFC's and Fortress' sale, transfer and/or release of all their rights in Line No. 2 and the release of any and all claims related to the Line No. 2 Sale/Leaseback Agreement, and IFC's and GWSB's sale, transfer and/or release of all rights in the Afterdryer Equipment, except as provided in this Agreement and attached Schedules. Of the Total Settlement Amount, twenty million dollars and no cents (\$20,000,000.00), subject to the adjustments set forth below ("the Initial Settlement Payment"), shall be paid to IFC, Fortress, and GWSB via wire transfer, as set forth in Paragraph 1(c) to this Agreement, on the Closing Date, directly from the proceeds of the closing of the Asset Sale Agreement and in accordance with the Joint Letter or Letters of Direction (the "Joint Letter or Letters of Direction") provided by IFC to the RVDH entities (and attached to this Agreement as Exhibit A).

b) **Adjustments to Initial Settlement Payment.** After Adjustments, the Initial Settlement Payment to be paid shall be as follows:

The Initial Settlement Payment to be paid is \$19,891,706.00 as of April 10, 2007, plus any additional per diem interest and other charges if the payment is not made by April 10, 2007. The per diem interest charge for IFC is \$2,000 per day. The per diem interest charge for GWSB is \$666.67. The per diem charge for Fortress is \$6,103.97.

c) **Wire Transfer of the Initial Settlement Payment on the Closing Date.** As part of the Total Settlement Payment, the RVDH Entities shall wire transfer the Initial Settlement Payment directly to IFC, Fortress and GWSB in the amounts and to the accounts listed in the Joint Letter or Letters of Direction, in good and immediately available funds from the financial closing to be conducted on the Closing Date. Said transfer shall be of immediately available funds, and that portion going to each transferee shall be confirmed in writing to IFC's bank not later than 3:30 p.m. (Chicago time) on the Closing Date.

d) **Payment of \$3.4 Million in Installments.** TPTC and PCDI shall pay to IFC \$3.4 million in ten (10) equal and consecutive monthly payments of \$340,000 each (the "Series Payments"), the first such payment to be made in accordance with the terms of the 801109 Afterdryer Lease.

2. **Bill of Sale for Line No. 2 upon Payment of the Initial Settlement Payment.**

Upon the payment by the RVDH Entities of the Initial Settlement Payment required by Paragraph 1, IFC shall cause to be delivered to the RVDH Entities a Bill of Sale for Line No. 2, in the form attached to this Agreement as Exhibit B, executed by IFC ("the Bill of Sale").

3. **Receipt of Personal Property by the RVDH Entities.** At the time IFC provides the RVDH Entities with the Bill of Sale described in Paragraph 2 and executed by IFC, the RVDH Entities shall provide IFC with a written Acknowledgment of Receipt, in the form attached to this Agreement as Exhibit C, for all personal property identified in the Bill of Sale ("the Receipt").

4. **Termination of Security Interests in Line No. 2.** Upon the payment by the RVDH Entities of the Initial Settlement Payment required by Paragraph 1, Fortress shall deliver to the RVDH Entities UCC Termination Statements, in the form attached to this Agreement as Exhibit D, relating to Line No. 2.

5. **Delivery of Continuing Pledge Agreement.** The RVDH Entities shall deliver to IFC the Continuing Pledge Agreement (the "Continuing Pledge Agreement") executed by TPTC and PCDI at or before the Closing Date covering the assignment of the four EPC agreements between Spirit Construction Services and ST Paper as to the sub-contractor payments to be made to TPTC and PCDI as collateral for the indebtedness and lease obligations owing to IFC, securing the right to payment of up to \$340,000.00 per month and the aggregate amount of \$3.4 million. The Continuing Pledge Agreement, including Schedules, shall be in the form attached to this Agreement as Exhibit E. The Continuing Pledge Agreement shall also cover the continuing pledge of the PCDI stock, which shall remain with IFC until such time as IFC has been paid the Total Settlement Amount. The RVDH Entities shall procure and deliver at or

before the Closing Date the full and proper executions of Schedule "A" and Schedule "B" to the Continuing Pledge Agreement.

6. **Transfer of Interest in Afterdryer Equipment by Eco-Fibre to TPTC and PCDI.** Eco-Fibre, formerly known as Re-Box Paper, Inc., hereby transfers and assigns any and all right, title and interest it has in the Afterdryer Equipment to TPTC and PCDI in consideration for TPTC's and PCDI's assumption of the obligations and performance of the financial undertakings which are set forth and arise from this Agreement. Eco-Fibre hereby agrees to additionally execute all documents necessary and/or reasonably requested by IFC to evidence this transfer and assignment.

7. At such time as IFC is paid the Total Settlement Amount, as adjusted, all of IFC's rights and all of the RVDH Entities' obligations under this Agreement, the 801109 Afterdryer Lease Agreement, Van Den Heuvel's Guaranty of the 801109 Afterdryer Lease Agreement, the Continuing Pledge Agreement (including the pledge of PCDI Stock) shall cease, the terms and conditions of each of the foregoing agreements having been performed in full by the RVDH Entities, and IFC, on behalf of itself and any remaining funding sources by or through it, shall be required to take all actions and execute all documents in order to effect a full termination of the foregoing agreements and a full and final release of any interests IFC might have in property or collateral under the foregoing agreements.

8. **Transfer of GWSB to IFC of Title to Seven Afterdryers.** At or prior to the receipt by GWSB of its proceeds from the closing of the Asset Sale Agreement pursuant to the

Joint Letter or Letters of Direction, the RVDH Entities shall direct GWSB to issue a Bill of Sale to IFC for the seven (7) Afterdryers now owned by GWSB, as well as an Assignment of Interest from GWSB to IFC covering the seven (7) Afterdryers and a UCC-3 Financing Statement Amendment assigning the interest of GWSB to IFC. The Letter of Direction from RVDH Entities to GWSB shall be in the form attached to this Agreement as in Exhibit F, and the documents to be executed by GWSB shall be in the form of Group Exhibit G.

9. **RVDH Entities to Retain Possession of Seven (7) Afterdryers as IFC's Bailee.** The seven (7) Afterdryers that are not the subject of the 801109 Afterdryer Lease shall remain in the possession of the RVDH Entities, not as lessee, but as IFC's bailee, and are subject to the exclusive right by IFC, and at its sole discretion, to seek and obtain the return of said nine (9) Afterdryers from the RVDH Entities. Such bailment shall be terminated immediately without notice upon the default by PCDI or TPTC of the 801109 Afterdryer Lease. The RVDH Entities shall take all action reasonably request by IFC to protect and confirm IFC's rights as the bailor of the seven (7) after dryers. The RVDH Entities shall not cause or allow any liens or encumbrances against said after dryers and shall indemnify IFC from and against all such claims, including its attorneys' fees, costs, and expenses, including its attorney's fees, costs, and expenses.

10.. **Mutual Releases.**

a) **Release by IFC.** Except as provided otherwise herein, IFC, for itself and its respective affiliated and related companies and divisions, owners, shareholders, directors, officers, employees, agents, representatives, attorneys, successors and assigns (including

Fortress, GWSB and IFC's other funding sources with respect to Line No. 2 of the Afterdryer Equipment) (collectively, the "IFC Releasors"), hereby release and forever discharge the RVDH Entities and their affiliated and related companies and divisions, and their owners, shareholders, directors, officers, employees, agents, representatives, attorneys, and successors and assigns (collectively, the "RVDH Parties") of and from all manner of action, cause and causes of action, suits, debts, sums of money, accounts, reckonings, controversies, losses, damages, judgments, agreements, warranties and claims and demands of any nature whatsoever, including, but not limited to, any and all claims, demands, or losses arising out of or in connection with the 801070 Lease Agreement and the 801070 Guaranties asserted in the IFC and GWSB Lawsuits, or with Line No. 2 and the Line No. 2 Sale/Leaseback Agreement, or which the IFC Releasors could have asserted in the IFC and GWSB Lawsuits, or which the IFC Releasors may have or claim to have against the RVDH Parties or which the IFC Releasors and/or their successors or assigns hereafter can, shall or may have by reason of any matter, cause or thing occurring on or prior to the date hereof with respect to Line No. 2, the Line No. 2 Sale/Leaseback Agreement, the 801070 Afterdryer Lease Agreement and the 801070 Guaranties.

b) **Release by RVDH.** The RVDH Entities, for themselves and their affiliated and related companies and divisions, owners, shareholders, directors, officers, employees, agents, representatives, attorneys, successors and assigns (the "RVDH Entity Releasors"), hereby release and forever discharge IFC and its respective affiliated and related companies and divisions, owners, parent shareholders, directors, officers, employees, agents, representatives, attorneys and successors, assigns and IFC's funding sources (including, but not limited to, Fortress and GSWB) (collectively, the "IFC Parties") of and from all manner of action, cause and causes of action, suits, debts, sums of money, accounts, reckonings,

controversies, losses, damages, judgments, agreements, warranties, claims and demands of any nature whatsoever, including, but not limited to, any and all claims, demands, or losses arising out of or in connection with the 801070 Lease Agreement and 801070 Guaranties, and/or any of the claims asserted by the RVDH Entities in their "Interpleaded Claims of All Defendants Against IFC Credit Corporation" in the GWSB Lawsuit, or with Line No. 2 and the Line No. 2 Sale/Leaseback Agreement, or which the RVDH Entity Releasors could have asserted in the GWSB and IFC Lawsuits, or which the RVDH Entity Releasors may now have or claim to have against the IFC Parties or which the RVDH Entity Releasors' successors or assigns hereafter can, shall or may have by reason of any matter, cause or thing occurring on or prior to the date hereof with respect to Line No. 2, the Line No. 2 Sale/Leaseback Agreement, the 801070 Afterdryer Lease Agreement, and the 801070 Guaranties.

11. **Limitations on Mutual Releases.** The releases contained in Paragraph 9 above shall not be deemed to release or modify the rights and obligations of IFC and the RVDH Entities secured and incurred under and pursuant to this Agreement and/or the documents executed and exchanged by IFC and the RVDH Entities in connection with this Agreement, including, but not limited to, the Bill of Sale, the Receipt, the Joint Letter or Letters of Direction; the 801109 Afterdryer Lease Agreement consisting of Lease Agreement No. 801109 and Lease Schedules Nos. 001, 002, 003, 004, 005, 006, 007, 008 and 009, the Personal guaranty of Ron Van Den Heuvel of the 801109 Afterdryer Lease Agreement, the Continuing Pledge Agreement (the "Retained Rights and Obligations"), and the Retained Rights and Obligations shall survive beyond the Effective Date of this Agreement and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns. The releases contained in Paragraph 10 above shall also not be deemed to have released any of the Retained Jet Rights and Obligations,

and the Retained Jet Rights and Obligations shall survive beyond the Effective Date of this Agreement.

12. **Termination of Rights and Indemnification.** Following the Closing of the Asset Sale Agreement, and provided the RVDH Entities perform all obligations required pursuant to this Agreement, including, but not limited to, making all payments required hereunder, IFC shall provide, and IFC shall cause its funding sources to provide, a full termination of their rights and interests in the Afterdryer Equipment, and IFC agrees to indemnify and hold harmless the RVDH Entities from any claims from any IFC funding source relating to Line No. 2 or the 801070 Afterdryer Lease.

13. **Dismissal of Interpleaded Claims and Complaint Filed in Lawsuit.** Within ten (10) days of the execution of this Agreement, the RVDH Entities shall promptly dismiss with prejudice the "Interpleaded Claims of all Defendants Against IFC" In the GWSB Lawsuit. Upon receipt by IFC of the Initial Settlement Payment IFC shall dismiss its third-party Complaint in the GWSB Lawsuit, and its Complaint in the IFC Lawsuit without prejudice, subject to said dismissal being converted to a dismissal with prejudice upon the satisfaction of all obligations of the RVDH Entities pursuant to this Agreement. The Court shall retain jurisdiction to enforce the terms of this Agreement.

14. **Failure to Pay Settlement Amount in Full.** In the event the RVDH Entities fail to make the Initial Settlement Payment or any of the Series Payments on or before their due date, the RVDH Entities shall be in default of this Agreement. In the event such default remains

uncured for ten (10) days following written notice of the default, all payments to be made pursuant to this Agreement shall then become immediately due and owing, and IFC shall have the right to file suit in the United States Court for the Northern District of Illinois, Eastern Division to enforce the terms of this Agreement, the 801109 Afterdryer Lease Agreement consisting of Lease Agreement No. 801109, Lease Schedules Nos. 001, 002, 003, 004, 005, 006, 007, 008 and 009, and the Personal guaranty of Ron Van Den Heuvel of the 801109 Afterdryer Lease Agreement, and for any impairment of IFC's ownership interest in the seven (7) to be transferred to IFC by GWSB.. The RVDH Entities shall not raise as a defense to any such action, any claim or defense that was existing at or prior to the time of the execution of this Settlement Agreement, or which was or could have been asserted in the GWSB and IFC Lawsuits.

15. **No Reliance by the Parties.** In entering into this Agreement, no party hereto has relied upon any statement, document or representation by any other party hereof other than the representations contained herein.

16. **Acknowledgement.** All parties acknowledge that this Agreement, and each and every part hereof, has been carefully read by their respective authorized representatives and/or attorneys, that each fully understands the same, that each executes this Agreement voluntarily with full knowledge of its significance and the consequences thereof, that each has been advised by its attorneys of record relative thereto and that the same is executed by them under the direction of their said attorneys.

17. **Modification.** No modification or waiver of any term, condition or provision contained in this Agreement shall have any force or effect unless in writing and signed by IFC and the RVDH Entities.

18. **Entire Agreement/Lease and Security Agreements Remain in Effect.** This Agreement constitutes the entire understanding and agreement between IFC and the RVDH Entities with respect to the settlement of the GWSB and IFC Lawsuits, and supersedes all prior written and oral communications or understandings and agreements between IFC and the RVDH Entities. Notwithstanding the above, all of IFC's interests and rights in its property and/or collateral as a secured creditor or owner pursuant to the documents and/or agreement identified herein shall survive the execution of this Agreement.

19. **Counterparts; Telecopied Signatures.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, and of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by or in part of facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of the Agreement and shall be deemed to be an original signature thereto.

20. **Venue and Governing Law.** The IFC and the RVDH Entities consent and submit to the jurisdiction of the U.S. District Court for the Northern District of Illinois, Eastern Division, for the purpose of any suit or action instituted to enforce the obligations and duties of this Agreement, or for any claims arising out of any breach of this Agreement. This Agreement

shall be construed in accordance with and governed by the statutes and common law of the State of Illinois.

*[Signature Pages to Follow]*

**IFC CREDIT CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**TISSUE PRODUCTS TECHNOLOGY CORPORATION**

By: 

Its: President

Dated: 4-13-07

**PARTNERS CONCEPTS DEVELOPMENT, INC.**

By: 

Its: President

Dated: 4-13-07


**RONALD H. VAN DEN HEUVEL**

By: 

Its: President

Dated: 4-13-07

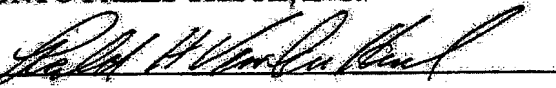
**ECO-FIBRE, INC.**

By: 

Its: President

Dated: 4-13-07

**OCONTO FALLS TISSUE, INC.**

By: 

Its: President

Dated: 4-13-07

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