

CONTINUING PLEDGE AGREEMENT

Tissue Products Technology Corporation ("TPTC") of Green Bay, Wisconsin and **Partners Concepts Development, Inc.** ("PCDI") of De Pere, Wisconsin (hereinafter collectively known as the "Pledgor"), pledges, assigns, transfers and grants to **IFC Credit Corporation** of 8700 N. Waukegan Road, Suite 100, Morton Grove, IL ("IFC"), and its successors and assigns, a continuing security interest in the property listed below under the heading "Schedule of Collateral" (the "Collateral") to secure the payment and performance of the Liabilities. If the Collateral consists of "investment property" as such term is defined in the Uniform Commercial Code of Illinois, as in effect from time to time (the "UCC"), the grant includes any stock rights, stock dividends, liquidating dividends, new securities and other property to which the Pledgor may become entitled because it owns the Collateral. The Pledgor has transferred the securities to IFC. In the event the transfer is not complete, the Pledgor will complete it within ten (10) days.

SCHEDULE OF COLLATERAL

1. Reference is made to four (4) Fixed Price Engineering, Procurement and Construction Agreements between Spirit Construction Services, Inc. and ST Paper, LLC for "upgrades" and construction for "St. George, Utah," "De Pere, Wisconsin," and "Pennsylvania" facilities. Pledgor, TPTC and PCDI represent that they are subcontractors with regard to those construction contracts and are entitled to substantial payments. As and for collateral for the indebtedness and lease obligations owed by Pledgor and Borrowers to IFC, Pledgor pledges and assigns any and all rights to payment of up to \$340,000 per month, and in the aggregate the amount of \$3.4 million. IFC shall have the first and paramount rights to receive payment under those contracts. TPTC and PCDI shall furnish the executed Notice of Assignment and Irrevocable Instructions to Spirit Construction Services, Inc. in the form attached as Schedule "A" and the Acknowledgment of and Consent to Assignment attached as Schedule "B" and executed by Spirit Construction Services, Inc. for the benefit of IFC.

2. The stock of PCDI heretofore pledged, assigned and delivered to IFC which stock constitutes four percent (4%) of the stock of PCDI, shall continue to be held by IFC until the amount of \$3.4 million shall have been fully paid to IFC, along with any costs, fees or expenses arising pursuant to this Agreement.

Borrower. The term "Borrower" in this Pledge Agreement means

Tissue Products Technology Corporation,
Partners Concepts Development, Inc., and
Ronald Van Den Heuvel

Liabilities. The term "Liabilities" in this Pledge means all obligations, indebtedness and liabilities of any Borrower to any one or more of IFC, and any of its subsidiaries, affiliates or

EXHIBIT F

successors, now existing or later arising under the Related Documents, including, without limitation, all loans, advances, interest, costs, overdraft indebtedness, credit card indebtedness, all monetary obligations incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations or substitutions of any of the foregoing, whether any Borrower may be liable jointly with others or individually liable as a debtor, maker, co-maker, drawer, endorser, guarantor, surety or otherwise, and whether voluntarily or involuntarily incurred, due or not due, absolute or contingent, direct or indirect, liquidated or unliquidated.

Related Documents. The term "Related Documents" in this Pledge means all loan agreements, credit agreements, notes, security agreements, mortgages, pledge agreements, assignments, guaranties, leases, or any other instrument or document executed in connection with this Pledge or in connection with any of the Liabilities.

Representations, Warranties and Covenants. The Pledgor warrants it owns the Collateral free and clear of any liens. The Pledgor will not attempt to sell or assign the Collateral or create any lien or claim against it. The Pledgor agrees to reimburse IFC, on demand, for any amounts paid or advanced by IFC for the purpose of preserving all or any part of the Collateral. IFC shall exercise reasonable care in the custody and preservation of the Collateral to the extent required by applicable statute. IFC shall use its best efforts to take any action the Pledgor may reasonably request in writing, but the failure to do so shall not be construed as a failure to exercise reasonable care.

The Pledgor warrants to and covenants with IFC that no financing statement covering all or any part of the Collateral is on file in any public office, unless IFC has approved that filing. From time to time at IFC's request, the Pledgor will execute one or more financing statements in form satisfactory to IFC and will pay the cost of filing them in all public offices where filing is deemed by IFC to be necessary or desirable. In addition, the Pledgor shall execute and deliver, or cause to be executed and delivered, such other documents as IFC may from time to time request to perfect or to further evidence the security interest created in the Collateral by this Pledge, including: (a) a notice of security interest and/or a control agreement with respect to any Collateral from persons or entities considered necessary or desirable by IFC, all in form and substance satisfactory to IFC; (b) a notice to and acknowledgment from any bailee or other person who possesses or controls any of the Collateral, all in form and substance satisfactory to IFC; and (c) any consent to the assignment of proceeds of any letter of credit, all in form and substance satisfactory to IFC.

IFC shall have the right now and at any time in the future, in its sole and absolute discretion and without notice to the Pledgor, to (a) prepare, file and sign the Pledgor's name on any proof of claim in bankruptcy or similar document against any owner of the Collateral and (b) prepare, file and sign the Pledgor's name on any financing statement, notice of lien, assignment or satisfaction of lien or similar document in connection with the Collateral. The Pledgor authorizes IFC to file financing statements containing the collateral description "All of the Pledgor's assets whether now owned or hereafter acquired" or such lesser amount of assets as IFC may determine, or IFC may, at its option, file financing statements containing any collateral description

which reasonably describes the Collateral in which a security interest is granted under this Pledge.

Instructions Regarding the Collateral. IFC may act upon any instructions given by the Pledgor whether in writing or not, with regard to additions or substitutions or sale or other disposition of the Collateral and its proceeds. The Pledgor agrees that any additions to, substitutions for or proceeds of the Collateral that it receives will be held for IFC's benefit and turned over to IFC. The Pledgor also gives IFC permission to have the Collateral or any part of it transferred to or registered in IFC's name or in the name of any other person or business entity with or without designation of the capacity of that nominee, and will hold IFC harmless from any liability or responsibility that might result. A carbon, photographic or other reproduction of this Pledge is sufficient as, and can be filed as, a financing statement. IFC is irrevocably appointed the Pledgor's attorney-in-fact to execute any financing statement on the Pledgor's behalf covering the Collateral. Additionally, if permitted by applicable law, the Pledgor authorizes IFC to file one or more financing statements related to the security interests created by this Pledge, and further authorizes IFC, instead of the Pledgor, to sign such financing statements.

Default; Remedies. If any of the Liabilities are not paid when due, whether at maturity, by acceleration or otherwise, or if a default by anyone occurs under the terms of any agreement related to any of the Liabilities, then IFC shall have all of the rights and remedies provided by any law or this Pledge, including but not limited to the rights and remedies of a secured party under the UCC. The Pledgor agrees and acknowledges that because of applicable securities laws, IFC may not be able to effect a public sale of the Collateral, and sales at a private sale may be on terms and at a price less favorable than if the securities were sold at a public sale. The Pledgor agrees that all private sales made under these circumstances shall be construed to have been made in a commercially reasonable manner. Should a default occur, the Pledgor will pay to IFC all costs reasonably incurred by IFC for the purpose of enforcing its rights hereunder, to the extent not prohibited by law, including, without limitation: costs of foreclosure; costs of obtaining money damages; and a reasonable fee for the services of internal and outside attorneys employed or engaged by IFC for any purpose related to this agreement, including, without limitation, consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or any proceeding. IFC's compliance with any applicable state or federal law requirements in connection with the disposition of the Collateral will not adversely affect the commercial reasonableness of any sale of the Collateral. These rights and remedies shall be cumulative and not exclusive. If the Pledgor is entitled to notice, that requirement will be met if IFC sends notice at least ten (10) days prior to the date of sale, disposition or other event requiring notice, and such notice shall be deemed commercially reasonable. The proceeds of any sale shall be applied first to costs, then toward payment of the Liabilities in any order of application, whether or not the Liabilities have been declared to be due and owing; provided that, to the extent any Liabilities consist of extensions of credit by the issuance of letters of credit or other like obligations of IFC to third parties which have not been utilized, such proceeds shall be held by IFC in a cash collateral account as security for the Liabilities.

Acceleration. In the event of default by Borrower or Pledgor in the making of any payment or the payment of any interest or principal, or if default be made in the performance of any covenant contained herein, all sums remaining payable, together with all interest, shall

immediately accelerate and become due and payable without further notice, and any lien given to secure payment may be foreclosed. From and after maturity for the performance for any of the covenants or conditions, or the failure of the Borrower to cure such defaults, all sums owing shall bear interest from the date originally due at the default rate, or the highest lawful rate, whichever is the lesser. Failure to exercise such option or any other rights that IFC may be entitled to, in the event of any such default, shall not constitute a waiver of the right to exercise such option or other rights in the event of any subsequent defaults, whether of the same or different nature.

Pledge. If the Pledgor is not liable for all or any part of the Liabilities, then the Pledgor agrees that:

1. If any moneys become available from any source other than the Collateral that IFC can apply to the Liabilities, IFC may apply them in any manner it chooses, including but not limited to applying them against obligations, indebtedness or liabilities which are not secured by this Pledge.
2. IFC may take any action against the Borrower, the Collateral or any other collateral for the Liabilities, or any other person liable for any of the Liabilities.
3. IFC may release the Borrower or anyone else from the Liabilities, either in whole or in part, or release the Collateral in whole or in part or any other collateral for the Liabilities, and need not perfect a security interest in the Collateral or any other collateral for the Liabilities.
4. IFC does not have to exercise any rights that it has against the Borrower or anyone else, or make any effort to realize on the Collateral or any other collateral for the Liabilities, or exercise any right of setoff.
5. Without notice or demand and without affecting the Pledgor's obligations hereunder, from time to time, IFC is authorized to: (a) renew, modify, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Liabilities or any part thereof, including increasing or decreasing the rate of interest thereon; (b) release, substitute or add any one or more sureties, endorsers, or guarantors; (c) take and hold other collateral for the payment of the Liabilities, and enforce, exchange, substitute, subordinate, waive or release any such collateral; (d) proceed against the Collateral or any other collateral for the Liabilities and direct the order or manner of sale as IFC in its discretion may determine; and (e) apply any and all payments received by IFC in connection with the Liabilities, or recoveries from the Collateral or any other collateral for the Liabilities, in such order or manner as IFC in its discretion may determine.
6. The Pledgor's obligations hereunder shall not be released, diminished or affected by (a) any act or omission of IFC, (b) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of the Borrower, or any receivership, insolvency, bankruptcy, reorganization, or other similar proceedings affecting the Borrower or any of its assets, (c) any change in the composition or structure of the

Borrower, including a merger or consolidation with any other person or entity, or (d) any payments made upon the Liabilities.

7. The Pledgor expressly consents to any impairment of any other collateral for the Liabilities, including, but not limited to, failure to perfect a security interest and release of any other collateral for the Liabilities and any such impairment or release shall not affect the Pledgor's obligations hereunder.
8. The Pledgor waives and agrees not to enforce any rights of subrogation, contribution or indemnification that it may have against the Borrower, any person liable on the Liabilities, or the Collateral, until the Borrower and the Pledgor have fully performed all their obligations to IFC, even if those obligations are not covered by this Pledge.
9. The Pledgor waives (a) to the extent permitted by law, all rights and benefits under any laws or statutes regarding sureties, as may be amended, (b) any right the Pledgor may have to receive notice of the following matters before IFC enforces any of its rights: (i) IFC's acceptance of this Pledge, (ii) any credit that IFC extends to the Borrower, (iii) the Borrower's default, (iv) any demand, diligence, presentment, dishonor and protest, or (v) any action that IFC takes regarding the Borrower, anyone else, any other collateral for the Liabilities, or any of the Liabilities, which it might be entitled to by law or under any other agreement, (c) any right it may have to require IFC to proceed against the Borrower, any other obligor or guarantor of the Liabilities, the Collateral or any other collateral for the Liabilities, or pursue any remedy in IFC's power to pursue, (d) any defense based on any claim that the Pledgor's obligations exceed or are more burdensome than those of the Borrower, (e) the benefit of any statute of limitations affecting the Pledgor's obligations hereunder or the enforcement hereof, (f) any defense arising by reason of any disability or other defense of the Borrower or by reason of the cessation from any cause whatsoever (other than payment in full) of the obligation of the Borrower for the Liabilities, and (g) any defense based on or arising out of any defense that the Borrower may have to the payment or performance of the Liabilities or any portion thereof. IFC may waive or delay enforcing any of its rights without losing them. Any waiver affects only the specific terms and time period stated in the waiver.
10. The Pledgor agrees that to the extent any payment is received by IFC in connection with the Liabilities, and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by IFC or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise (any such payment is hereinafter referred to as a "Preferential Payment"), then this Pledge shall continue to be effective or shall be reinstated, as the case may be, and whether or not IFC is in possession of this Pledge, and, to the extent of such payment or repayment by IFC, the Liabilities or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made. If this Pledge must be reinstated, the Pledgor agrees to execute and deliver to IFC any new pledges and agreements, if necessary or if requested by IFC, in form and substance acceptable to IFC, covering the Collateral.

11. Any rights of the Pledgor, whether now existing or hereafter arising, to receive payment, on account of any indebtedness (including interest) owed to the Pledgor by the Borrower, or to withdraw capital invested by the Pledgor in the Borrower, or to receive distributions from the Borrower, shall at all times be subordinate to the full and prior repayment to IFC of the Liabilities. The Pledgor shall not be entitled to enforce or receive payment of any sums hereby subordinated until the Liabilities have been paid in full and any such sums received in violation of this Pledge shall be received by the Pledgor in trust for IFC. The Pledgor agrees to fully cooperate with IFC and not to delay, impede or otherwise interfere with the efforts of IFC to secure payment from the assets which secure the Liabilities including actions, proceedings, motions, orders, agreements or other matters relating to relief from automatic stay, abandonment of property, use of cash collateral and sale of IFC's collateral free and clear of all liens.

Representation by Pledgor. Each Pledgor represents that: (a) the execution and delivery of this Pledge and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which it is bound, or require the consent or approval of any governmental authority or any third party; (b) this Pledge is a valid and binding agreement, enforceable according to its terms; and (c) all balance sheets, profit and loss statements, and other financial statements furnished to IFC in connection with the Liabilities are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates. Each Pledgor, other than a natural person, further represents that:

- (a) it is duly organized, existing and in good standing under the laws where it is organized; and
- (b) the execution and delivery of this Pledge and the performance of the obligations it imposes
 - (i) are within its powers and have been duly authorized by all necessary action of its governing body; and
 - (ii) do not contravene the terms of its articles of incorporation or organization, its bylaws, or any agreement governing its affairs.

Notice. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein, and if to IFC, at its main office if no other address of IFC is specified herein, by one of the following means: (a) by hand, (b) by a nationally recognized overnight courier service, or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

Indemnification. The Pledgor agrees to indemnify, defend and hold IFC, or any of its subsidiaries or affiliates or their successors, and each of their respective shareholders, directors, officers, employees and agents (collectively, the "Indemnified Person") harmless from any and

all obligations, claims, liabilities, losses, damages, penalties, fines, forfeitures, actions, judgments, suits, costs, expenses and disbursements of any kind or nature (including, without limitation, any Indemnified Person's attorneys' fees) (collectively the "Claims") which may be imposed upon, incurred by or assessed against any Indemnified Person, (whether or not caused by any Indemnified Person's sole, concurrent, or contributory negligence) arising out of or relating to this Pledge; IFC's use of the Collateral; the exercise of the rights and remedies granted under this Pledge (including, without limitation, the enforcement of this Pledge and the defense of any Indemnified Person's action or inaction in connection with this Pledge); and in connection with the Pledgor's failure to perform all of the Pledgor's obligations under this Pledge, except to the limited extent that the Claims against any such Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this section shall survive the termination of this Pledge and shall extend to and continue to benefit each individual or entity who is or has at any time been an Indemnified Person.

The Pledgor's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Pledgor's assets or the Pledgor's business activities. Should any Claim be made or brought against any Indemnified Person by reason of any event as to which the Pledgor's indemnification obligations apply, then, upon any Indemnified Person's demand, the Pledgor, at its sole cost and expense, shall defend such Claim in the Pledgor's name, if necessary, by the attorneys for the Pledgor's insurance carrier (if such Claim is covered by insurance), or otherwise by such attorneys as any Indemnified Person shall approve. Any Indemnified Person may also engage its own attorneys at its reasonable discretion to defend the Pledgor and to assist in its defense and the Pledgor agrees to pay the fees and disbursements of such attorneys.

Miscellaneous. The Pledgor's obligations to IFC under this Pledge are not subject to any condition, precedent or subsequent, and shall not be released or affected by any change in the composition or structure of the Pledgor or the Borrower, including a merger or consolidation with any other person or entity. If this Pledge is signed by more than one person, all are jointly and severally bound. This Pledge is binding on the Pledgor and its heirs, successors and assigns, and is for the benefit of IFC and its successors and assigns. The use of section headings does not limit the provisions of this Pledge.


Governing Law and Venue. This Pledge is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts), except to the extent that the laws regarding the perfection and priority of property of the state in which any property securing the Liabilities is located are applicable. The Pledgor agrees that any legal action or proceeding with respect to any of its obligations under this Pledge may be brought by IFC in any state or federal court located in the State of Illinois, as IFC in its sole discretion may elect. By the execution and delivery of this Pledge, the Pledgor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Pledgor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

WAIVER OF SPECIAL DAMAGES. THE PLEDGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM IFC IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

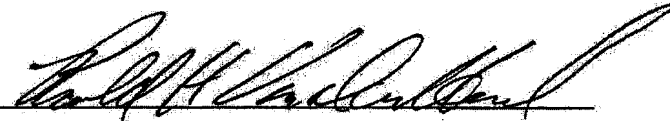
JURY WAIVER. THE PLEDGOR AND IFC (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE PLEDGOR AND IFC ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO IFC TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Dated: March 28, 2007

TISSUE PRODUCTS TECHNOLOGY CORPORATION

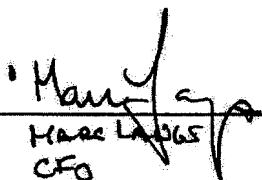
By: 

PARTNERS CONCEPTS DEVELOPMENT, INC.

By: 

ACCEPTED:

IFC CREDIT CORPORATION

By: 
Mary
HARRIS
CFO

SCHEDULE "A"

NOTICE OF ASSIGNMENT AND IRREVOCABLE INSTRUCTIONS

March 28, 2007

TO: Spirit Construction Services, Inc.
118 Coleman Blvd.
Savannah, GA 31408

Attn: Steve Van Den Heuvel

Dear Mr. Van Den Heuvel:


We hereby give you notice that, pursuant to an assignment contained in a Continuing Pledge Agreement, dated March 28, 2007 between ourselves and IFC Credit Corporation (IFC) of 8700 N. Waukegan Road, Suite 100, Morton Grove, IL 60053, we have assigned to IFC (as security for lease and loan obligations owing to IFC by us) all of our right, title and interest and the right to receive payment as subcontractors under the four (4) Fixed Price Engineering, Procurement and Construction Agreements (EPC Contracts) between Spirit Construction Services, Inc. and ST Paper, LLC for upgrades and construction for "St. George, Utah", "De Pere, Wisconsin", and "Pennsylvania" facilities. Tissue Products Technology Corporation (TPTC) and Partners Concepts Development, Inc. (PCDI) have pledged and assigned any and all rights to payment up to \$340,000 per month, and in the aggregate, the amount of \$3.4 million. IFC has the first and paramount right to receive payment under those contracts. Notwithstanding the foregoing assignment and pledge we shall, however, continue to perform all of the obligations posed us under the EPC Contracts.

You are hereby irrevocably authorized and instructed to pay to IFC any and all amounts due by you under the EPC Contracts that become due to TPTC or PCDI up to the amount of \$340,000 per month and in the aggregate amount of \$3.4 million. Payment shall be made to IFC Credit Corporation at 8700 N. Waukegan Road, Suite 100, Morton Grove, IL 60053, Attention: Marc Langs, Chief Financial Officer to such account as IFC may from time to time direct. These instructions shall not be revoked or varied in any way without the prior written consent of IFC.

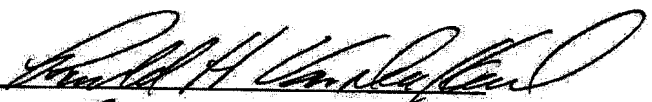
Please acknowledge receipt of this Notice by executing one copy of the Acknowledgement of and Consent to Assignment enclosed herewith and providing it to IFC Credit Corporation at 8700 N. Waukegan Road, Suite 100, Morton Grove, IL 60053, Attention: Marc Langs, CFO.

NOTICE OF ASSIGNMENT AND IRREVOCABLE INSTRUCTIONS

**TISSUE PRODUCTS
TECHNOLOGY CORPORATION**

By: 
Name: Ronald H. Van Den Heuvel
Title: President

**PARTNERS CONCEPTS
DEVELOPMENT, INC.**

By: 
Name: Ronald H. Van Den Heuvel
Title: President

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SCHEDULE "B"

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

March 28, 2007

TO: IFC Credit Corporation
8700 N. Waukegan Road
Suite 100
Morton Grove, IL 60053

Dear Sirs/Madams:

The undersigned, being the contractor pursuant to four (4) Fixed Price Engineering, Procurement and Construction Agreements with ST Paper, LLC (EPC Contracts) acknowledges that Tissue Products Technology Corporation (TPTC) and Partners Concepts Development, Inc. (PCDI) are subcontractors in connection with said contracts and that substantial sums of money in excess of \$3,900,222 will become owing to them pursuant to said contracts. Notice of and Consent to the Assignment to IFC Credit Corporation (IFC) of the pledge of all rights to payment up to \$390,222 per month and in the aggregate, the amount of \$3,900,222 is acknowledged. IFC's first and paramount right to receive payments under those contracts, for collateral purposes, is acknowledged.

We confirm that after the date hereof and until receipt by us of written notice to the contrary from you, we will pay all amounts due or to become due by us to TPTC or PCDI, up to \$390,222 per month and in the aggregate amount of \$3,900,222 under the EPC Contracts to you by making payment to you at 8700 N. Waukegan Road, Suite 100, Morton Grove, IL 60053, or pursuant to such wire transfer instructions as you may from time to time provide to us.

We confirm that the terms of the EPC Contracts remain in full force and effect and that Tissue Products Technology Corporation and Partners Concepts Development, Inc. are subcontractors there under and that neither we nor TPTC or PCDI are presently in breach of the terms of the EPC Contracts. We further confirm that the terms of this Acknowledgement of and Consent to Assignment shall not be varied or modified without your prior written consent.

We agree that we will not set off against amounts due for sums due to TPTC and PCDI of any claims that we may have until after such time as you have received the payment of \$3,900,022.

We confirm that we have received no prior notice of any assignment by TPTC or PCDI of their interest in their right to payment under the EPC Contracts as subcontractors.

SPIRIT CONSTRUCTION SERVICES, INC.

By: 

Name: Steven Van Den Heuvel

Title: President

SCHEDULE "B"

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

March 28, 2007

TO: IFC Credit Corporation
8700 N. Waukegan Road
Suite 100
Morton Grove, IL 60053

Dear Sirs/Madams:

The undersigned, being the contractor pursuant to four (4) Fixed Price Engineering, Procurement and Construction Agreements with ST Paper, LLC (EPC Contracts) acknowledges that Tissue Products Technology Corporation (TPTC) and Partners Concepts Development, Inc. (PCDI) are subcontractors in connection with said contracts and that substantial sums of money in excess of \$3.4 million will become owing to them pursuant to said contracts. Notice of and Consent to the Assignment to IFC Credit Corporation (IFC) of the pledge of all rights to payment up to \$340,000 per month and in the aggregate, the amount of \$3.4 million is acknowledged. IFC's first and paramount right to receive payments under those contracts, for collateral purposes, is acknowledged.

We confirm that after the date hereof and until receipt by us of written notice to the contrary from you, we will pay all amounts due or to become due by us to TPTC or PCDI, up to \$34,000 per month and in the aggregate amount of \$3.4 million under the EPC Contracts to you by making payment to you at 8700 N. Waukegan Road, Suite 100, Morton Grove, IL 60053, or pursuant to such wire transfer instructions as you may from time to time provide to us. *Should be \$340,000⁰⁰*

We confirm that the terms of the EPC Contracts remain in full force and effect and that Tissue Products Technology Corporation and Partners Concepts Development, Inc. are subcontractors there under and that neither we nor TPTC or PCDI are presently in breach of the terms of the EPC Contracts. We further confirm that the terms of this Acknowledgement of and Consent to Assignment shall not be varied or modified without your prior written consent.

We agree that we will not set off against amounts due for sums due to TPTC and PCDI of any claims that we may have until after such time as you have received the payment of \$3.4 million.

We confirm that we have received no prior notice of any assignment by TPTC or PCDI of their interest in their right to payment under the EPC Contracts as subcontractors.

SPIRIT CONSTRUCTION SERVICES, INC.

By: *Steven Van Den Heuvel*

Name: Steven Van Den Heuvel

Title: President