

# **EXHIBIT 5**

COPY

<p>1 IN THE UNITED STATES DISTRICT COURT 2 NORTHERN DISTRICT OF ILLINOIS 3 EASTERN DIVISION 4 IFC CREDIT CORPORATION, an 5 Illinois corporation, 6 Plaintiff. 7 8 -vs- No. 07 C 4351 9 TISSUE PRODUCTS TECHNOLOGY 10 CORPORATION, a Wisconsin 11 corporation; ECO-FIBRE, INC., a 12 Wisconsin corporation; PARTNERS 13 CONCEPTS DEVELOPMENT, INC., a 14 Wisconsin Corporation; OCONTO 15 PAPER TISSUE, INC., a Wisconsin 16 corporation; RONALD E. VAN DEN 17 HEUVEL, an individual; and 18 SPIRIT CONSTRUCTION SERVICES, 19 INC., a Delaware corporation, 20 Defendants. 21 22 The deposition of STEVEN R. VAN DEN 23 HEUVEL called for examination pursuant to Notice 24 and the Rules of Civil Procedure for the United States District Courts pertaining to the taking of depositions, taken before Janice A. Prystalaki, a notary public within and for the County of Cook and State of Illinois, at 203 North LaSalle Street, Suite 2500, Chicago, Illinois, on the 8th day of April, 2009, at the hour of 10:05 a.m. Reported By: Janice A. Prystalaki, CSR</p>	<p>1 INDEX 2 WITNESS EXAMINATION 3 STEVEN R. VAN DEN HEUVEL 4 Direct Examination 5 By MR. UNDERHILL 6 6 7 8 9 EXHIBITS 10 NUMBER MARKED FOR ID 11 Plaintiffs Exhibits 12 No. 1 19 13 No. 2 24 14 No. 3 50 15 No. 4 81 16 No. 5 80 17 No. 6 81 18 No. 7 106 19 No. 8 125 20 No. 9 126 21 No. 10 132 22 23 24</p>
<p>1 APPEARANCES: 2 3 MASUDA, FUNAI, EIFERT &amp; MITCHELL, LTD., by 4 MR. GERALD L. MOREL and 5 MR. EDWARD J. UNDERHILL 6 203 North LaSalle Street, Suite 2500 7 Chicago, Illinois 60601 8 (312) 245-7500 9 Representing the Plaintiff; 10 11 MICHAEL BEST &amp; FRIEDRICH, LLP, by 12 MR. STEVEN E. CYRANOSKI 13 180 North Stetson Avenue, Suite 2000 14 Chicago, Illinois 60601 15 (312) 222-0800 16 Representing the Defendants. 17 18 19 20 21 22 23 24</p>	<p>1 (Witness sworn.) 2 MR. UNDERHILL: Good morning, Mr. Van 3 Den Heuvel. My name is Ed Underhill. I'm one 4 of the attorneys for the plaintiff in this case, 5 IFC Credit Corporation. 6 Have you ever heard of IFC Credit 7 Corporation? 8 THE WITNESS: Yes. 9 MR. UNDERHILL: Okay. I'll be taking 10 your deposition this morning. Have you ever had 11 your deposition taken? 12 THE WITNESS: No. 13 MR. UNDERHILL: Never? 14 THE WITNESS: No. 15 MR. UNDERHILL: Let me explain some of 16 the rules for you. It's as if you're in court. 17 You've been sworn to tell the truth and I'll be 18 asking you questions. You'll be answering those 19 questions for me. It's as if we're in a 20 courtroom. The only difference is we're in my 21 conference room of my law office. If I ask you 22 a question and you answer the question, I'll 23 assume that you understood the question, is that 24 fair?</p>

1 (Pages 1 to 4)

<p>1 Q. Now, where is Shelly located?</p> <p>2 A. In Green Bay, Wisconsin.</p> <p>3 Q. When you say she's our secretary, you</p> <p>4 mean she's yours and Doug's secretary?</p> <p>5 A. Yes.</p> <p>6 Q. So what does this file look like,</p> <p>7 approximately? Is it in a brown standing file</p> <p>8 like this?</p> <p>9 A. Yes.</p> <p>10 Q. And it contains, as best as you know,</p> <p>11 all of the documents that relate to the</p> <p>12 transaction that we've been talking about today?</p> <p>13 A. Yes.</p> <p>14 Q. At any point in this litigation, as far</p> <p>15 as you know, has somebody come and asked that</p> <p>16 that file be turned over to the lawyers or be</p> <p>17 photocopied for any reason in connection with</p> <p>18 the lawsuit?</p> <p>19 A. I don't understand your question.</p> <p>20 Q. Okay. Let me rephrase it then.</p> <p>21 Since this lawsuit was filed, has</p> <p>22 anyone come to you -- I'll just start with you</p> <p>23 for now.</p> <p>24 Has anyone come to you and said, Steve,</p> <p style="text-align: right;">49</p>	<p>1 BY MR. UNDERHILL:</p> <p>2 Q. Steve, I'm going to show you what has</p> <p>3 been marked as Plaintiff's Exhibit No. 3, which</p> <p>4 is a many-page document. It bears the title</p> <p>5 fixed price engineering procurement and</p> <p>6 construction agreement or EPC agreement between</p> <p>7 Spirit Construction Services and ST Paper and it</p> <p>8 makes reference to Oconto Falls and De Pere,</p> <p>9 Wisconsin.</p> <p>10 Going forward this morning, I'm just</p> <p>11 going to refer to this document as the De Pere</p> <p>12 EPC agreement. Obviously it's too long to ask</p> <p>13 you to study it.</p> <p>14 MR. MOREL: I think you can just call</p> <p>15 it as Exhibit 3 because there are two contracts.</p> <p>16 MR. UNDERHILL: There is another one?</p> <p>17 MR. MOREL: Yes.</p> <p>18 BY MR. UNDERHILL:</p> <p>19 Q. There's another agreement out that has</p> <p>20 a reference to De Pere, but we'll just call this</p> <p>21 one Exhibit 3.</p> <p>22 Have you ever seen this document</p> <p>23 before?</p> <p>24 A. I've gone through it. It is the</p> <p style="text-align: right;">51</p>
<p>1 we have to give the lawyers for IFC our file on</p> <p>2 this matter?</p> <p>3 A. When I got to come to this deposition,</p> <p>4 there was a paragraph in there asking for some</p> <p>5 of that.</p> <p>6 Q. And what did you do with the file?</p> <p>7 A. It's still there.</p> <p>8 Q. It's still there?</p> <p>9 A. Yes.</p> <p>10 Q. And as far as you know, the copy of</p> <p>11 this notice of assignment that was given to</p> <p>12 Spirit Construction is in that file?</p> <p>13 A. I would say yes.</p> <p>14 MR. CYRANOSKI: Are you guessing or do</p> <p>15 you know?</p> <p>16 THE WITNESS: I am guessing. To the</p> <p>17 best of my knowledge.</p> <p>18 MR. CYRANOSKI: Can we take a short</p> <p>19 break?</p> <p>20 MR. UNDERHILL: Of course.</p> <p>21 (Recess taken.)</p> <p>22 (Whereupon, Plaintiff's</p> <p>23 Exhibit No. 3 was marked for</p> <p>24 identification.)</p> <p style="text-align: right;">50</p>	<p>1 document, I believe, that I have signed this</p> <p>2 document. I don't know if all of the pages are</p> <p>3 exactly the same, but, yes, it appears to be the</p> <p>4 one that I did sign.</p> <p>5 Q. And when do you believe you signed this</p> <p>6 document?</p> <p>7 A. In 2007. I don't know which month.</p> <p>8 Q. And do you know whether Spirit</p> <p>9 Construction then performed the work that was</p> <p>10 required to be performed under this agreement?</p> <p>11 A. We are continuing to perform that work.</p> <p>12 Q. Has Spirit Construction been paid by ST</p> <p>13 Paper for any of the work it's done under this</p> <p>14 contract?</p> <p>15 A. Yes.</p> <p>16 Q. Just roughly speaking, can you</p> <p>17 approximate how much money has been paid to</p> <p>18 Spirit Construction by ST Paper pursuant to this</p> <p>19 agreement which is Plaintiff's Exhibit No. 3?</p> <p>20 A. 9 to 10 million.</p> <p>21 Q. Has ST Paper paid any money to PCDI or</p> <p>22 TPTC as a subcontractor under this agreement,</p> <p>23 Plaintiff's Exhibit 3?</p> <p>24 A. Not to my knowledge.</p> <p style="text-align: right;">52</p>

13 (Pages 49 to 52)



<p>1 MR. CYRANOSKI: I'm going to object 2 that it calls for a legal conclusion and that it 3 lacks foundation. 4 THE WITNESS: I don't know all of the 5 things that they're doing, but they have not 6 done anything till this point. 7 BY MR. UNDERHILL: 8 Q. Has Spirit Construction found another 9 subcontractor to do this same work under this 10 contract? 11 A. We have self-performed it. 12 Q. What does that mean? 13 A. Spirit, they did it themselves. 14 Q. So Spirit you're saying did the same 15 work that Tissue Products Technology Company was 16 supposed to do here? 17 A. That could have done, yes. 18 Q. For example, which of these items shown 19 in the scope of work did Spirit Construction 20 undertake? 21 A. Purchase of equipment. 22 Q. So Spirit Construction itself created 23 the definition of the equipment that needed to 24 be purchased and went out and purchased the</p> <p style="text-align: right;">57</p>	<p>1 A. That is not -- I don't know. To my 2 knowledge, I do not know. 3 Q. But has that been done yet on this 4 project? 5 A. I know on pieces there has been some 6 start-up, but the main start-up has not. 7 Q. What about operations and maintenance 8 training and manuals? You had identified as 9 TPTC was going to be doing that work. Who has 10 done that work? 11 A. There is an existing mill and I believe 12 they're using the existing mill's operation and 13 maintenance training manuals. 14 Q. Who is the existing mill? 15 A. Previously it was Oconto Fall's mill. 16 Now it's ST Paper. 17 Q. And just a minute ago we were looking 18 at some manuals and some sections in this 19 contract that talk about operating manuals, 20 Exhibit G, that TPTC was supposed to provide. 21 Are you saying that those manuals being 22 provided by TPTC had instead been provided by ST 23 Paper? 24 MR. CYRANOSKI: Asked and answered and</p> <p style="text-align: right;">59</p>
<p>1 equipment? 2 A. We had an engineer. Pine Ridge 3 Engineering, that's how they're derived. 4 Q. I couldn't quite hear what you said. 5 Say it again. 6 A. Pine Ridge Engineering. 7 Q. You hired Pine Ridge Engineering. 8 Where are they located? 9 A. De Pere, Wisconsin. 10 Q. Who owns or operates Pine Ridge 11 Engineering? 12 A. Dan Pitkowski. 13 Q. Is he any relation to your family? 14 A. No. 15 Q. So at some point Spirit Construction 16 went to Pine Ridge Engineering and asked Pine 17 Ridge Engineering to do some of the work that 18 was expected to be done by TPTC, correct? 19 A. Correct. 20 Q. And that included the engineering work 21 shown here? 22 A. Yes. 23 Q. What about the operations and 24 engineering check out, who did that?</p> <p style="text-align: right;">58</p>	<p>1 objection, lacks foundation. 2 THE WITNESS: I have no knowledge. 3 BY MR. UNDERHILL: 4 Q. But when you say maintenance and 5 training manuals have been produced by ST Paper, 6 then what manuals are you referring to? 7 A. Equipment manuals we purchased. 8 Q. Say it again. 9 A. We purchased the equipment. 10 Q. And you purchased the equipment manuals 11 from ST Paper? 12 A. No. 13 Q. From whom did you purchase it? 14 A. The equipment manufacturer. 15 Q. Who was that? 16 A. There is an array of equipment that we 17 bought. 18 Q. How about just one? 19 A. Voith Paper Tissue, V-o-i-t-h. 20 Q. Do you know approximately how much 21 money has been paid to Pine Ridge Engineering 22 for the work that it's done in this project that 23 was supposed to have been done by TPTC? 24 A. We have paid over 250,000.</p> <p style="text-align: right;">60</p>

15 (Pages 57 to 60)

<p>1 So are you telling me now that when you 2 signed this, you didn't expect that you would be 3 using those subcontractors? 4 A. It's a list of subcontractors that we 5 could have used. 6 Q. But did you expect you were going to 7 use those subcontractors for those purposes when 8 you signed this contract? 9 A. Not to my knowledge. 10 Q. So let's go back for just a moment to 11 the continuing pledge agreement. Look at the 12 one that's a part of the bigger document. It's 13 the one that - the revised one. 14 If you direct your attention to the 15 third paragraph, the one that begins we confirm 16 that the terms of the EPC contracts, remember I 17 had you read that earlier today? 18 A. Yes. 19 Q. It says: We confirm that the terms of 20 the EPC contracts remain in full force and 21 effect. 22 This contract that we're just looking 23 at right now, this Exhibit 3, that's one of the 24 four EPC contracts that you were referring to in</p> <p style="text-align: right;">73</p>	<p>1 contract that we are working under up at Oconto 2 Falls right now. The one we are working under 3 in Oconto Falls is the one that you are 4 referring to here. 5 MR. UNDERHILL: I'll have the court 6 reporter read back his answer. 7 (Whereupon, the record was read.) 8 BY MR. UNDERHILL: 9 Q. When you say that I'm referring to 10 here, what are you talking about? 11 A. In Exhibit B. 12 MR. CYRANOSKI: It's Exhibit 1, 13 Schedule B. 14 THE WITNESS: I'm sorry. 15 BY MR. UNDERHILL: 16 Q. Sir, this isn't that complicated. I'm 17 asking you to look at the acknowledgment and 18 consent document and it says we confirm that the 19 terms of the EPC contracts remain in full force 20 and effect. 21 Do you see that sentence? 22 A. Yes. 23 Q. What EPC contracts were you referring 24 to when you signed this document?</p> <p style="text-align: right;">75</p>
<p>1 this consent to assignment, right? 2 A. This is not the contract we're working 3 off of to do this project that we are under. 4 Q. Let me see if I understand you. I want 5 you to answer my question. 6 A. Uh-huh. 7 Q. If the answer to my question is no, 8 then you say no or if it's yes, say yes or say I 9 don't understand your question. 10 You said in this consent to assignment 11 we confirm that the terms of the EPC contract 12 remain in full force and effect. 13 Is the contract that we're looking at 14 this morning, this Exhibit 3, one of those 15 contracts? 16 A. No. 17 Q. Where are the four EPC contracts that 18 you told IFC were in full force and effect back 19 in March of 2007? 20 A. This one that you handed me as 21 Exhibit 3 confused me because it says Oconto 22 Falls and De Pere. The contract that I'm doing 23 has nothing to do with De Pere. It is Oconto 24 Falls. We looked through this. This is not the</p> <p style="text-align: right;">74</p>	<p>1 A. We were referring to Oconto Falls 2 Tissue. That was the fourth one that I left out 3 earlier when I said there were four. One in 4 Oconto Falls, one in De Pere, one in Utah and 5 one in Pennsylvania. Those are the four. 6 MR. CYRANOSKI: Could you read that 7 back, please. 8 (Whereupon, the record was read.) 9 BY MR. UNDERHILL: 10 Q. And of those four contracts, none of 11 them is Exhibit 3? 12 A. Exhibit 3 is the contract I signed so 13 that they could go out and get funding for the 14 purchase of Oconto Falls. 15 Q. Who is they? 16 A. I believe ST Paper or Goldman Sachs. 17 Q. And that was the sole purpose for that 18 document? 19 A. Yes. 20 Q. So it wasn't really a genuine contract 21 by which you would perform work? 22 A. No. 23 Q. It was done merely to allow ST Paper or 24 Barclays or whomever to try and find funding for</p> <p style="text-align: right;">76</p>

19 (Pages 73 to 76)



<p>1 BY MR. UNDERHILL:</p> <p>2 Q. If you sign a contract that's a funding</p> <p>3 contract, if nothing changes, is there an</p> <p>4 executed contract normally done as well or does</p> <p>5 the funding contract become the executed</p> <p>6 contract?</p> <p>7 A. In this case the funding contract did</p> <p>8 not become the executed contract.</p> <p>9 Q. And why not?</p> <p>10 A. We took De Pere, Wisconsin out of it.</p> <p>11 We wanted to go for 20 million and it was for</p> <p>12 the purchase of Oconto Falls Tissue. It had</p> <p>13 nothing to do with the De Pere facility.</p> <p>14 Q. So that seemed to be a pretty</p> <p>15 significant change then.</p> <p>16 MR. CYRANOSKI: Wait for a question.</p> <p>17 BY MR. UNDERHILL:</p> <p>18 Q. Is it?</p> <p>19 You're making it sound like, or maybe</p> <p>20 I'm mishearing it, that that's a small change</p> <p>21 from what the funding contract was, but it</p> <p>22 actually sounds like kind of a significant</p> <p>23 change.</p> <p>24 MR. CYRANOSKI: Wait for a question.</p> <p style="text-align: right;">97</p>	<p>1 Q. What are close-out documents?</p> <p>2 A. Where we turn out all of the manuals,</p> <p>3 all of the start-up support, everything.</p> <p>4 Q. And are you anticipating at that point</p> <p>5 you'll be engaging PCDI and TPTC under the</p> <p>6 executed Oconto Falls contract?</p> <p>7 MR. CYRANOSKI: I'll object that it</p> <p>8 calls for speculation.</p> <p>9 THE WITNESS: We don't know at this</p> <p>10 point. We're not to that point yet.</p> <p>11 BY MR. UNDERHILL:</p> <p>12 Q. How far are you from that point, do you</p> <p>13 think?</p> <p>14 MR. CYRANOSKI: Again I'll object that</p> <p>15 it calls for speculation.</p> <p>16 THE WITNESS: To the best of my</p> <p>17 knowledge, the middle of this year to the end of</p> <p>18 this year.</p> <p>19 BY MR. UNDERHILL:</p> <p>20 Q. June till December of 2008?</p> <p>21 A. Yes.</p> <p>22 Q. And it's also possible that neither</p> <p>23 PCDI nor TPTC will be engaged as subcontractors</p> <p>24 under that contract?</p> <p style="text-align: right;">99</p>
<p>1 BY MR. UNDERHILL:</p> <p>2 Q. Is that a significant change, in your</p> <p>3 opinion?</p> <p>4 A. No.</p> <p>5 Q. So at some point you have in your files</p> <p>6 a copy of the executed Oconto Falls contract?</p> <p>7 A. Yes.</p> <p>8 Q. And is it your testimony that no work</p> <p>9 has begun on that contract yet?</p> <p>10 A. Yes, work has been.</p> <p>11 Q. Some work has begun?</p> <p>12 A. Yes.</p> <p>13 Q. And is it your testimony that TPTC and</p> <p>14 PCDI have not been engaged as subcontractors</p> <p>15 under that contract?</p> <p>16 A. At this moment, no.</p> <p>17 Q. Is there any plans to engage them as</p> <p>18 subcontractors?</p> <p>19 A. We need to get to the rest of contract</p> <p>20 and there may be the things down the road.</p> <p>21 Q. When you say "get to the rest of</p> <p>22 contract," do you mean redrafting the contract</p> <p>23 or progress along the way?</p> <p>24 A. I'm sorry. Close-out documents.</p> <p style="text-align: right;">98</p>	<p>1 MR. CYRANOSKI: Again I'll object that</p> <p>2 it calls for speculation.</p> <p>3 THE WITNESS: At this moment I have no</p> <p>4 knowledge.</p> <p>5 BY MR. UNDERHILL:</p> <p>6 Q. The contract that we've been talking</p> <p>7 about is the Oconto Falls contract, is that fair</p> <p>8 to say that?</p> <p>9 A. Yes.</p> <p>10 Q. So under the Oconto Falls executed</p> <p>11 contract, has Spirit Construction engaged Ron</p> <p>12 Van Den Heuvel to perform any work?</p> <p>13 A. No.</p> <p>14 Q. Do you have any plans to engage Ron Van</p> <p>15 De Heuvel to perform any work?</p> <p>16 A. No.</p> <p>17 Q. Now, you also testified that there's</p> <p>18 another contract out there -- of the four</p> <p>19 contracts that you mentioned in your March 2007</p> <p>20 acknowledgment, we've talked now about an Oconto</p> <p>21 Falls executed contract which we haven't seen.</p> <p>22 We don't have it here today.</p> <p>23 There's another contract I thought you</p> <p>24 said that was in full force and effect and that</p> <p style="text-align: right;">100</p>

25 (Pages 97 to 100)

<p>1 executed, did you?</p> <p>2 A. I had no contact with IFC.</p> <p>3 Q. But you gave them a letter in which you</p> <p>4 represented that these contracts were in full</p> <p>5 force and effect.</p> <p>6 Do you understand how that might</p> <p>7 confuse IFC and they might believe these are</p> <p>8 actual what you call executed contracts?</p> <p>9 MR. CYRANOSKI: I'm going to object to</p> <p>10 lack of foundation. I'm also going to object</p> <p>11 that these call for legal conclusions.</p> <p>12 BY MR. UNDERHILL:</p> <p>13 Q. Can you answer my question?</p> <p>14 A. My knowledge to me was that IFC knew</p> <p>15 that these were not funded projects at that</p> <p>16 time.</p> <p>17 Q. And where did you obtain that</p> <p>18 understanding from?</p> <p>19 A. Conversations with Ron.</p> <p>20 Q. And what did he tell you, if you can</p> <p>21 recall?</p> <p>22 A. I cannot recall.</p> <p>23 Q. Did you make any notes of those</p> <p>24 conversations?</p> <p style="text-align: right;">105</p>	<p>1 been calling a funding contract for De Pere,</p> <p>2 Wisconsin.</p> <p>3 Is this the contract that you're</p> <p>4 referring to?</p> <p>5 A. Yes.</p> <p>6 Q. And has this contract been signed?</p> <p>7 A. Yes.</p> <p>8 Q. Has an executed version of this</p> <p>9 contract been signed?</p> <p>10 A. It is in the funding phase right now.</p> <p>11 Q. When you say it's "in the funding</p> <p>12 phase," what does that mean?</p> <p>13 A. To the best of my knowledge, we've been</p> <p>14 working with Barclays and they have all of the</p> <p>15 information they need to go for funding.</p> <p>16 Q. Now, you thought the earlier contracts</p> <p>17 were between ST Paper, LLC. This one says ST</p> <p>18 Paper, II.</p> <p>19 Is this a different entity?</p> <p>20 A. Not to my knowledge.</p> <p>21 Q. If you know, who was the managing</p> <p>22 partner of ST Paper, II or who is running the</p> <p>23 show at ST Paper II?</p> <p>24 A. Sharad Tak.</p> <p style="text-align: right;">107</p>
<p>1 A. No.</p> <p>2 Q. Was anyone else present during those</p> <p>3 conversations?</p> <p>4 A. One of my brothers were, either Tim or</p> <p>5 Dave.</p> <p>6 Q. Where are Tim and Dave? Where do they</p> <p>7 reside?</p> <p>8 A. De Pere, Wisconsin.</p> <p>9 MR. UNDERHILL: Mark this as Exhibit</p> <p>10 No. 7.</p> <p>11 (Whereupon, Plaintiff's</p> <p>12 Exhibit No. 7 was marked for</p> <p>13 identification.)</p> <p>14 BY MR. UNDERHILL:</p> <p>15 Q. Steve, I show you what has been marked</p> <p>16 as Exhibit 7, Plaintiff's Exhibit 7, and for</p> <p>17 purposes of the record, it's a document titled</p> <p>18 ST Paper II, LLC and Spirit Construction and</p> <p>19 then it's titled EPC and it seems to be for the</p> <p>20 amount of \$329 million.</p> <p>21 A. Oh, I misspoke before. It was 329. I</p> <p>22 kept saying 239. It was 329.</p> <p>23 Q. And it's dated March 6, 2008. You've</p> <p>24 testified earlier that there was what we have</p> <p style="text-align: right;">106</p>	<p>1 Q. Sharad Tak?</p> <p>2 A. Yes.</p> <p>3 Q. That's the same guy you talked about</p> <p>4 earlier?</p> <p>5 A. Yes.</p> <p>6 Q. Does the ST Paper come from his</p> <p>7 initials?</p> <p>8 A. I believe so.</p> <p>9 Q. When you say Barclays, are you in</p> <p>10 communication with anybody from Barclays?</p> <p>11 A. No.</p> <p>12 Q. Who are you in communication with with</p> <p>13 respect to this contract outside of Spirit?</p> <p>14 A. At this time I'm not in contact. At</p> <p>15 that time, yes, I have talked to — to get to</p> <p>16 this point, we were talking with Barclays and ST</p> <p>17 Paper and one of their consulting firms,</p> <p>18 Barclays' consulting firms.</p> <p>19 Q. What is the name of the consulting</p> <p>20 firm?</p> <p>21 A. R.W. Beck.</p> <p>22 Q. R.W. Beck, B-e-c-k?</p> <p>23 A. Yes.</p> <p>24 Q. Who at R.W. Beck were you talking to?</p> <p style="text-align: right;">108</p>

27 (Pages 105 to 108)



<p>1 A. No.</p> <p>2 Q. Has Spirit Construction paid any monies</p> <p>3 to TPTC or PCDI since January of 2007 in</p> <p>4 connection with any of the four EPC contracts</p> <p>5 that you mentioned in your letter to IFC?</p> <p>6 A. No.</p> <p>7 Q. Has Spirit Construction engaged TPTC or</p> <p>8 PCDI as subcontractors on any of those four</p> <p>9 projects that you described in your letter since</p> <p>10 January of 2007?</p> <p>11 A. No.</p> <p>12 Q. Has Spirit Construction engaged Ron Van</p> <p>13 Den Heuvel personally as a consultant or in any</p> <p>14 capacity on any of those four projects that you</p> <p>15 described in your letter to IFC?</p> <p>16 A. No.</p> <p>17 MR. UNDERHILL: I have no further</p> <p>18 questions at this time.</p> <p>19 MR. CYRANOSKI: If the deposition is</p> <p>20 over, you can explain signature.</p> <p>21 FURTHER DEPONENT SAITH NOT.</p> <p>22</p> <p>23</p> <p>24</p> <p style="text-align: right;">141</p>	<p>1 STATE OF ILLINOIS )</p> <p>2 ) SS:</p> <p>3 COUNTY OF COOK )</p> <p>4 I, Janice A. Prystalski, a notary public</p> <p>5 within and for the County of Cook County and</p> <p>6 State of Illinois, do hereby certify that</p> <p>7 heretofore, to-wit, on the 9th day of April,</p> <p>8 2008, personally appeared before me, at</p> <p>9 203 North LaSalle Street, Suite 2500, Chicago,</p> <p>10 Illinois, STEVEN R. VAN DEN HEUVEL, in a cause</p> <p>11 now pending and undetermined in the United</p> <p>12 States District Court, for the Northern District</p> <p>13 of Illinois, Eastern Division wherein IFC CREDIT</p> <p>14 CORPORATION, an Illinois corporation is the</p> <p>15 Plaintiff, and TISSUE PRODUCTS TECHNOLOGY</p> <p>16 CORPORATION, a Wisconsin corporation; ECO-FIBRE,</p> <p>17 INC., a Wisconsin Corporation; PARTNERS CONCEPTS</p> <p>18 DEVELOPMENT, INC., a Wisconsin Corporation;</p> <p>19 OCONTO FALLS TISSUE, INC., a Wisconsin</p> <p>20 corporation, RONALD H. VAN DEN HEUVEL, an</p> <p>21 individual, and SPIRIT CONSTRUCTION SERVICES,</p> <p>22 INC., a Delaware Corporation are the Defendants.</p> <p>23 I further certify that the said witness was</p> <p>24 first duly sworn to testify the truth, the whole</p> <p style="text-align: right;">143</p>
<p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE NORTHERN DISTRICT OF ILLINOIS</p> <p>3 EASTERN DIVISION</p> <p>4 IFC CREDIT CORPORATION, an )</p> <p>5 Illinois corporation, )</p> <p>6 Plaintiff, )</p> <p>7 vs. ) No. 07 L 4351</p> <p>8 TISSUE PRODUCTS TECHNOLOGY )</p> <p>9 CORPORATION, a Wisconsin )</p> <p>10 corporation, et al., )</p> <p>11 Defendants. )</p> <p>12 This is to certify that I have read the</p> <p>13 transcript of my deposition taken in the</p> <p>14 above-entitled cause by Janice A. Prystalski,</p> <p>15 Certified Shorthand Reporter, on April 8, 2008,</p> <p>16 and that the foregoing transcript accurately</p> <p>17 states the questions asked and the answers given</p> <p>18 by me as they now appear.</p> <p>19</p> <p>20 STEVEN R. VAN DEN HEUVEL</p> <p>21</p> <p>22 SUBSCRIBED AND SWORN TO</p> <p>23 before me this _____ day</p> <p>24 of _____, 2008.</p> <p>Notary Public</p> <p style="text-align: right;">142</p>	<p>1 truth and nothing but the truth in the cause</p> <p>2 aforesaid; that the testimony then given by said</p> <p>3 witness was reported stenographically by me in</p> <p>4 the presence of the said witness, and afterwards</p> <p>5 reduced to typewriting by Computer-Aided</p> <p>6 Transcription, and the foregoing is a true and</p> <p>7 correct transcript of the testimony so given by</p> <p>8 said witness as aforesaid.</p> <p>9 I further certify that the signature to the</p> <p>10 foregoing deposition was reserved by counsel for</p> <p>11 the respective parties.</p> <p>12 I further certify that the taking of this</p> <p>13 deposition was pursuant to Notice, and that</p> <p>14 there were present at the deposition the</p> <p>15 attorneys hereinbefore mentioned.</p> <p>16 I further certify that I am not counsel for</p> <p>17 nor in any way related to the parties to this</p> <p>18 suit, nor am I in any way interested in the</p> <p>19 outcome thereof.</p> <p>20 IN TESTIMONY WHEREOF: I have hereunto set my</p> <p>21 hand and affixed my notarial seal this _____</p> <p>22 day of _____, 2008.</p> <p>23</p> <p>24 NOTARY PUBLIC, COOK COUNTY, ILLINOIS</p> <p style="text-align: right;">144</p>

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