

EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IFC CREDIT CORPORATION,
an Illinois corporation,

Plaintiff,

v.

TISSUE PRODUCTS TECHNOLOGY
CORPORATION, a Wisconsin corporation,
ECO-FIBRE, INC., a Wisconsin Corporation,
PARTNERS CONCEPTS DEVELOPMENT,
INC., a Wisconsin Corporation, OCONTO
FALLS TISSUE, INC., a Wisconsin
Corporation, RONALD H. VAN DEN HEUVEL,
an individual, and SPIRIT CONSTRUCTION
SERVICES, INC., a Delaware corporation,

Defendants.

Case No.: 07 C 4351

Hon. Mark R. Filip

Magistrate Judge Cole

**AFFIDAVIT OF MARC LANGS IN SUPPORT OF
IFC CREDIT CORPORATION'S MOTION FOR SUMMARY JUDGMENT**

I, MARC LANGS, being first duly sworn on oath, depose and state as follows.

1. I am over 18 years of age. I have personal knowledge of the matters set forth herein. If called to testify, I could and would competently testify as to such matters.

2. I am the Chief Financial Officer of IFC Credit Corporation ("IFC"), the Plaintiff in this case. I have been employed in that capacity since May of 2003. I am familiar with the transactions and agreements that give rise to the claims asserted in the instant lawsuit.

3. IFC is an Illinois corporation that provides equipment-lease-financing to commercial and industrial entities throughout the United States. IFC's principal place of business is located at 8700 Waukegan Road, Suite 100, Morton Grove, Illinois.

4. Several years ago, IFC entered into certain finance leases with Eco-Fibre, Oconto Falls, PCDI, and TPTC, (the "Van Den Heuvel entities"). As owner and operator of those entities, Ron Van Den Heuvel had guaranteed the lease obligations. It is my understanding that all of the Van Den Heuvel entities are (or were) involved in the ownership and operation of a paper mill. It is also my understanding that Oconto Falls was the actual owner of the paper mill, and the related companies were involved in different aspects of its operations.

5. By early 2006, the Van Den Heuvel entities owed IFC, and its funding partners, in excess of \$25 million for past-due lease rental payments. In August of 2006, IFC filed a lawsuit in the U.S. District Court sitting in Chicago, Illinois, against the Van Den Heuvel entities and Ron Van Den Heuvel, personally, based on their default of one such equipment-finance lease. IFC's lawsuit was consolidated into a prior lawsuit filed in the same district court against the Van Den Heuvel entities by one of IFC's funding partners, George Washington Savings Bank. (IFC had transferred and assigned to the George Washington Savings Bank seven of the lease schedules under the one equipment lease at issue in that case).

6. For several months in late 2006 and early 2007, I conducted extensive settlement negotiations on behalf of IFC and its funding partners with the Van Den Heuvel entities to resolve all outstanding claims by IFC and our funding partners against all of the Van Den Heuvel entities.

7. In late March and early April, 2007, we were finally able to reach an agreement in principle regarding settlement of that earlier lawsuit. On or about April 13, 2007, I executed on behalf of IFC the agreements and documents on which IFC's claims are based in this lawsuit, including the Settlement Agreement and the Master Lease No. 801109, along with all schedules and amendments, and the Continuing Pledge Agreement. All of the copies of said documents attached to the List of Exhibits to IFC Credit's Rule 56 Statement in Support of Its Motion for Summary Judgment at Tabs 1-4 herein are true and correct copies of the documents executed by all parties. IFC has fully performed its obligations under the Settlement Agreement and the Master Lease No. 801109, as amended.

8. At the time the Settlement Agreement was entered into, IFC was the owner of sixteen (16) industrial After Dryers, which, as I understand it, are used in connection with the processing of pulp into paper products. These sixteen (16) After Dryers had been sold to IFC by PCDI several years earlier, and then leased back to PCDI as part of the larger equipment financing by IFC described above (this financing arrangement is typically known in the industry as a sale-and-lease-back). IFC had assigned certain of its rights in seven (7) of these After Dryers to GWSB pursuant to an agreement with GWSB whereby the bank had purchased from IFC our right to collect the rental payments on seven (7) corresponding lease schedules. It was TPTC's default of those seven (7) lease schedules that caused GWSB to file its lawsuit against TPTC and the Van Den Heuvel Entities. As part of the settlement of the GWSB Lawsuit reached in April of 2007, GWSB assigned and transferred back to IFC its rights, title, and interest in the seven (7) After Dryers. Thus, IFC was and is the owner of sixteen (16) After Dryers, which, on information and belief, remain in the possession and control of Eco-Fibre and PCDI. Defendants possess nine (9) of these After Dryers pursuant to the Master Lease, and the other seven (7) After Dryers in Defendants' possession are held pursuant to a bailment agreement contained in the

Settlement Agreement. Under the terms of the Settlement Agreement, it was anticipated that IFC would transfer the sixteen (16) After Dryers to PCDI upon the payment by PCDI and TPTC of all monies due under the Settlement Agreement (we were informed by Ron Van Den Heuvel that PCDI needed all of the After Dryers for several plant-construction projects that PCDI was expecting to begin in 2007).

9. As more thoroughly described in the Settlement Agreement, Eco-Fibre, Oconto Falls, PCDI, TPTC, and Ron Van Den Heuvel, and each of them, agreed to pay IFC a Total Settlement Amount of \$23.4 million. Twenty million dollars of the Total Settlement Amount was to be paid at the “closing” on the Settlement Agreement, with the remaining \$3.4 million to be paid in ten (10) monthly installments of \$340,000, beginning in April of 2007.

10. It was further agreed by the parties that the \$3.4 million to be paid by PCDI and TPTC would be incorporated into an equipment finance lease to allow IFC to obtain funding partners for this remaining debt. Thus, even before the Settlement Agreement was executed, PCDI and TPTC entered into the Master Lease for the nine (9) After Dryers, and executed all of the controlling Lease Schedules and Amendments thereto.

11. In agreeing to the terms of the Settlement Agreement, IFC was also relying on the statements and representations made by PCDI, TPTC, and Spirit Construction in the Continuing Pledge Agreement, and the related schedules, including the Acknowledgment of and Consent to Assignment dated March 28, 2007, that was provided to IFC by Spirit Construction. A true and correct copy of the Acknowledgement of and Consent to Assignment bearing the signature of Spirit Construction’s president is attached to IFC’s List of Exhibits at Tab “4.”

12. Furthermore, IFC was told in March of 2007 by Ron Van Den Heuvel that the EPC Contracts described in the Pledge Agreement and Acknowledgement of and Consent to Assignment would definitely be executed and funded within a matter of weeks. IFC would not have agreed to allow PCDI and TPTC a ten-month payment schedule if we had known that the EPC Contracts were not going to be funded for many months (to our knowledge, the EPC Contracts are still not funded). Nor would IFC have allowed PCDI or TPTC a ten-month payment schedule if we knew that those companies were not going to receive “substantial payments” under the EPC Contracts.

13. After the Settlement Agreement was executed, but shortly before the \$20 million of the Total Settlement Amount was paid, IFC agreed to lend PCDI and TPTC an additional \$440,000. The parties accordingly executed a Master Amendment Agreement to the Master Lease, and executed a Lease Schedule No. 10 to provide for a rental schedule for the additional \$440,000. A true and correct copy of the Master Amendment Agreement dated as of April 18, 2007 is attached to IFC’s List of Exhibits at Tab “3,” and Lease Schedule No. 10, which contains the payment schedule for the \$440,000, is attached to IFC’s List of Exhibits at Tab “2.” The additional \$440,000 was deducted from the Initial Settlement Payment of twenty million dollars, and IFC has otherwise fully performed its obligations under the Master Amendment Agreement.

14. IFC’s lawsuit was dismissed by the Court on April 19, 2007.

15. The first Lease Rental Payment of \$390,200 (which included the first Series Payment) was required to be paid no later than April 20, 2007, pursuant to the Master Lease, as amended.

16. Before the first Lease Rental Payment was due in April of 2007, Ron Van Den Heuvel requested a thirty-day "grace period" on the start of the monthly payments, and IFC agreed that the first Lease Rental Payment could be paid in May of 2007 along with the second such payment.

17. On May 16, 2007, by a letter sent to IFC via e-mail and dated a day earlier, Ron Van Den Heuvel explained that PCDI was experiencing unexpected financial problems and he requested a second forbearance -- this time asking that PCDI and TPTC be allowed to make their April and May payments on June 10th. (A true and correct copy of this letter is attached to IFC's List of Exhibits at Tab "6.") I agreed on behalf of IFC that the lessees would be allowed until June 10th to make the April and May payments, provided that the June payment was made on schedule. (See the e-mail sent by Marc Langs to Ron Van Den Heuvel, et al., dated June 21, 2007, which is attached as an exhibit to IFC's List of Exhibits at Tab "7.") PCDI and TPTC failed to make either the April or May rental payments on June 10th, as promised. Moreover, the lessees failed to make the June payment on June 20th, as required.

18. On behalf of IFC, I made verbal demand for the three delinquent Lease Rental Payments on or about June 25, 2007, but PCDI and TPTC failed to make those payments. I was personally told by John Jez and Paul Damm, both agents of PCDI and TPTC, during phone conversations conducted in June of 2007, that neither company had the financial ability to make the monthly payments.

19. On June 25, 2007, I sent a letter on behalf of IFC to the Defendants, notifying them that PCDI and TPTC were in default of their obligations under the Master Lease. Said notice also confirmed that IFC was declaring the balance of the Rental Lease Payments

immediately due and owing as a result of the default, in accordance with Paragraph 17 of the Master Lease. (A true and correct copy of the Letter dated June 25, 2007 is attached to the List of Exhibits at Tab "8").

20. In response to IFC's default notice, PCDI sent a letter to IFC dated June 25, 2007 via e-mail requesting an additional five (5) weeks to make the rental payments. In the letter, Ron Van Den Heuvel acknowledged that PCDI was experiencing financial problems and stated "PCDI has been unable to make the monthly installment payments per the terms of the agreement." Even so, he reiterated that "the terms of the lease call for 10 monthly installments of \$390,000 with the first payment being made on May 16, 2007 and the final payment being made February 16, 2007."¹ (A true and correct copy of the letter dated June 25, 2007, sent by PCDI to IFC, is attached to IFC's List of Exhibits at Tab "9").

21. Ron Van Den Heuvel did not, in his May 15th letter, or his June 25th letter, or in any other communication wherein he requested IFC's forbearance, make any assertion that TPTC and PCDI's failure to make its Lease Rental Payments was caused, even in part, by IFC. Nor did Paul Damm or John Jez ever tell me they considered IFC to be responsible or a cause for TPTC and PCDI's inability to make the monthly payments.

22. On June 29, 2007, by a letter sent by our counsel, IFC rejected Ron Van Den Heuvel's forbearance proposal, and again made demand for immediate payment of the delinquent Lease Rental Payments. (A true and correct copy of the letter dated June 29, 2007, sent by IFC's counsel to TPTC, PCDI and Ron Van Den Heuvel, is attached to IFC's List of

¹ The date given by Ron Van Den Heuvel in his letter for the first payment is off by a month, and the date given for final payment apparently contains a typo. The final monthly payment was due on February 16, 2008. In addition, the monthly rental amount was actually \$390,220.

Exhibits at Tab "10"). Defendants' failed thereafter to cure their defaults, and have made none of the Lease Rental Payments or the Series Payments. In addition, despite IFC's demand, Ron Van Den Heuvel has failed to satisfy his obligations to IFC under the Guaranty.

23. As of the date of this Affidavit, IFC has received none of the Series Payments due under the Settlement Agreement and has received none of the Lease Rental Payments due under the Master Lease, as amended, and nearly a year has passed since Defendants were given notice of the default.

24. Under the terms of the Settlement Agreement, all Defendants (except Spirit Construction) had the obligation to pay IFC a Total Settlement Amount of \$23.4 million. Therefore, as a consequence of TPTC and PCDI's failure to pay the Series Payments, all of the Defendants (except Spirit Construction) have breached the Settlement Agreement and continue to owe IFC \$3.4 million pursuant to the Settlement Agreement.

25. Pursuant to Paragraph 18 of the Master Lease Agreement, as amended, IFC is entitled to recover: i) a late charge of fifteen (15%) percent of the delinquent Lease Rental Payments; ii) interest of 1.5% of the outstanding amount for every month after the first month which the sum remains unpaid on the unpaid principal; and iii) its reasonable attorneys' fees and costs in all proceedings undertaken to enforce its rights under the Master Lease. IFC has calculated that, as of the date of this Affidavit, it is owed \$3,902,220.20 by PCDI and TPTC, for past due rent under the Master Lease, \$585,333.03 in late charges, and \$574,961.89 for interest due on the total unpaid rent (through June 18, 2008), for a total owed of \$5,062,515.12. A spreadsheet prepared at my direction and under my supervision that provides a breakdown of the above-described amounts through April 20, 2008, and provides the basis for the interest

calculation on a per diem basis through June 18, 2008 is attached to this Affidavit as Exhibit "A." I believe this spreadsheet to be a true and accurate summary of the amounts due to IFC by PCDI and TPTC under the Master Lease Agreement. In addition, I estimate that we have incurred, and will incur, attorneys' fees in the amount of approximately \$150,000.00, and have incurred, and will continue to incur, additional funding costs, including, but not limited to, default and waiver fees paid to our lending partners in the amount of approximately \$75,000.

26. Interest on the unpaid principal continues to accrue at a daily rate of \$2,291.11, as indicated on the attached Exhibit "A." Upon the entry of an order granting IFC summary judgment in this case, IFC is prepared to provide a more current summary of all amounts it is seeking recover from the Defendants.

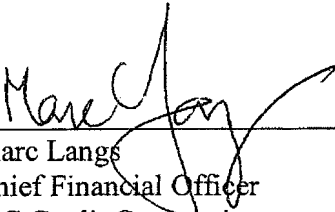
27. By virtue of his Guaranty and his failure to honor the same upon IFC's demand, Ronald Van Den Heuvel also owes IFC in excess of \$5 million, which amount continues to accrue interest on a daily basis of \$2,291.11.

28. As the owner of the sixteen (16) After Dryers in the possession of PCDI and TPTC (seven of which were held by TPTC and PCDI as bailees under the Settlement Agreement), IFC is entitled to the immediate return of said After Dryers.

29. As a consequence of their default of the Settlement Agreement and the Master Lease Agreement, all rights and interests of the Defendants in the After Dryers are terminated.


AFFIANT SAYETH FURTHER NOT.

Dated: June 18 2008



Marc Langs
Chief Financial Officer
IFC Credit Corporation

Subscribed and Sworn to
before me this 18 day of
JUNE, 2008.



Notary Public



My Commission Expires: 1/18/09

EXHIBIT “A”

[illegible]

