

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
COURT OF COMMON PLEAS
J. Durham Cole, Circuit Court Judge

RECEIVED

JUL 11 2018

SC Court of Appeals

Appellate Case No. 2017-001943
Circuit Court Case No. 2016-CP-42-04147

ABB, Inc, and BFP, LP, a/k/a
Bullington Family Partnership, ... Respondents,

v.

Integrated Recycling Group
Of SC, LLC, John Murphy Armstrong, Jr., and
Michael T. Armstrong, ... Appellants.

RECORD ON APPEAL

J. Falkner Wilkes (SC Bar #12893)
114 Whitsett Street
Greenville, SC 29601
(864) 282-1292

Counsel for Appellants

Gregory Jacobs English
Wyche, PA
Post Office Box 728
Greenville, SC 29602-0728

Attorneys for Respondents

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
COURT OF COMMON PLEAS
J. Durham Cole, Circuit Court Judge

Appellate Case No. 2017-001943
Circuit Court Case No. 2016-CP-42-04147

ABB, Inc, and BFP, LP, a/k/a
Bullington Family Partnership, ... Respondents,
v.
Integrated Recycling Group
Of SC, LLC, John Murphy Armstrong, Jr., and
Michael T. Armstrong, ... Appellants.

RECORD ON APPEAL

J. Falkner Wilkes (SC Bar #12893)
114 Whitsett Street
Greenville, SC 29601
(864) 282-1292

Counsel for Appellants

Gregory Jacobs English
Wyche, PA
Post Office Box 728
Greenville, SC 29602-0728

Attorneys for Respondents

INDEX

Final Order and Judgment filed August 23, 2017	1
Consent Order May 15, 2017	10
Complaint	13
Answer of John Murphy Armstrong and Michael T. Armstrong	117
Answer of Integrated Recycling Group of SC, LLC	111
Plaintiff's Motion for Summary Judgment	119
Affidavit of Bryan Bullington with exhibits filed with Motion for Summary Judgment	213
Plaintiff's Motion to Strike Answer and Enter Default Judgment	217
Affidavit of John Murphy Armstrong and Michael T. Armstrong	219
Reply Affidavit of Bryan Bullington	237
Transcript of Record Motion Hearing	249
Email from C. Richard Stewart	259
Certificate of Service	260
Certificate of Counsel	261

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

ABB, INC., and BFP, LP, a/k/a)
BULLINGTON FAMILY PARTNERSHIP,)

Plaintiffs,)

vs.)

INTEGRATED RECYCLING GROUP)
OF SC, LLC, JOHN MURPHY)
ARMSTRONG, JR., and MICHAEL T.)
ARMSTRONG,)

Defendants.)

**FINAL ORDER
AND JUDGMENT**

Case No. 2016-CP-42-04147

THIS MATTER comes before the Court upon motions of Plaintiffs ABB, Inc. ("ABB") and BFP, LP, a/k/a Bullington Family Partnership ("BFP") (collectively, "Plaintiffs") for summary judgment and to strike the answer of Defendant Integrated Recycling Group of SC, LLC ("IRG"), which is not represented by counsel. A hearing was held on July 31, 2017, at which counsel for Plaintiffs and Defendants John Murphy Armstrong, Jr. and Michael T. Armstrong (the "Individual Defendants") appeared. After considering the arguments of counsel, the affidavits and submittals by the parties and the other matters of record, the Court finds and concludes that there are no genuine issues of material fact, that Plaintiffs are entitled to judgment as a matter of law against Defendant IRG in the amount of \$1,221,984.06, and therefore that Plaintiffs motions should be and hereby are **GRANTED**.

Specifically, at the hearing, the Individual Defendants requested additional time to have their accountant calculate the amount IRG owes Plaintiffs. The undisputed facts are that IRG's Indebtedness that is the subject of this lawsuit initially totaled \$1,400,000, which was fixed by

that certain Debt Settlement Agreement dated October 27, 2011, and which was approved and given an Effective Date of November 10, 2011, by the United States Bankruptcy Court for the District of South Carolina in Bankruptcy Case No. 11-03117-jw (the "Loan Agreement").

Pursuant to the Loan Agreement, IRG gave ABB and BFP Promissory Note #1 in the principal amount of \$1,400,000.00, including \$898,472.00 to ABB and \$501,528.00 to BFP, and which required principal and interest payments at the rate of four percent (4.00%) per annum amortized over 20 years, with all remaining principal and interest being due and fully payable as a balloon on or before November 9, 2016 ("Promissory Note #1"). Defendants made payments over the course of five years, from December 2011 through November 2016, but have not made a payment since then. Therefore, IRG is in default of the Loan Agreement and Promissory Note #1.

Plaintiffs calculated that the principal balance of \$1,146,923.12 remains due and unpaid since November 2016. Defendants' accountant calculated that the principal note balance was \$1,146,717.06 due November 9, 2016, a difference of \$206. Plaintiffs stipulated to the principal note balance as calculated by Defendant IRG's accountant. Therefore, the Court finds and concludes that Defendant IRG owed Plaintiffs \$1,146,717.06 as of November 9, 2016.

Because Promissory Note #1 was fully due and payable on November 9, 2016, and no payments have been made since then, pursuant to S.C. Code Ann. § 34-31-20(A), prejudgment interest at the legal rate of 8.75% is appropriately applied to the principal. Plaintiffs stipulate to the prejudgment interest balance as calculated by Defendant IRG's accountant of \$75,267 due August 9, 2017.

Therefore, the Court finds and concludes that judgment should be entered in favor of Plaintiffs against IRG in the amount of \$1,221,984.06 as of August 9, 2017 (collectively, the "Indebtedness"), divided between Plaintiffs as follows:

\$ 735,923.69	Principal on Promissory Note #1 due from IRG to ABB
48,303.78	Prejudgment Interest to BFP through August 9, 2017
\$ 410,793.37	Principal on Promissory Note #1 due from IRG to BFP
26,963.22	Prejudgment Interest to BFP through August 9, 2017
\$1,221,984.06	Total Indebtedness through August 9, 2017

To secure the Indebtedness, on or about October 27, 2011, IRG signed a Blanket Continuing Security Agreement granting Plaintiffs a security interest (the "Security Agreement") in IRG's inventory, general intangibles, accounts, chattel paper, instruments and documents, equipment, commercial tort claims, letter-of-credit rights, and all parts, replacements, substitutions, profits, products, accessions and cash and non-cash proceeds and supporting obligations of any of the foregoing (collectively, the "Collateral"). To further secure the Indebtedness, on or about October 27, 2011, IRG, J. Murphy Armstrong, Jr., and Michael T. Armstrong signed a Continuing Pellitizer Security Agreement granting Plaintiffs a security interest (the "Pellitizer Agreement") in that certain 60 Ton Air Cooled Pelletizing Machine/Cooler, Model #NGR105VSP, Series #Q02028 (the "Pellitizer," which shall hereinafter be included in the definition of the "Collateral").

Plaintiffs provided the purchase money for all Collateral and the Pelletizer. The Indebtedness includes the purchase money for all Collateral and the Pelletizer. Therefore, in seeking to recover the Indebtedness, Plaintiffs seek to recover purchase money that is past due for all Collateral and the Pelletizer.

Plaintiffs hold duly perfected first security interests in the Collateral and Pellitizer pursuant to UCC-1 Financing Statements filed with the South Carolina Secretary of State naming Integrated Recycling Group of SC, LLC, J. Murphy Armstrong, Jr., and Michael T. Armstrong as the Debtor.

The Individual Defendants argue that IRG's landlord gave a mortgage that covers fixtures and improvements. The Court finds and concludes, however, that the Collateral and Pellitizer are not fixtures or improvements, but rather are personal property that can be removed from the real property without damaging it. Therefore, Plaintiffs are entitled to possession of the Collateral and the Pelletizer and to sell the Collateral and the Pelletizer and apply the sales proceeds to the judgment granted herein.

The Court further notes that IRG's counsel was relieved of record. IRG is a limited liability company that may not appear in court without an attorney. *Renaissance Enter. v. Summit Teleservices*, 515 S.E.2d 257, 334 S.C. 649 (S.C. 1999) ("a non-lawyer cannot represent a corporation in circuit or appellate courts."). Therefore, IRG's answer should be stricken and Plaintiffs are entitled to judgment for the relief sought against IRG in their complaint.

For the foregoing reasons, the Court grants Plaintiffs' motions for summary judgment and to strike the answer of IRG and grants judgment to Plaintiffs against Defendant IRG in the amount of \$1,221,984.06. Defendants are ordered to assemble the Collateral and the Pelletizer, and Plaintiffs are authorized to sell the Collateral and the Pelletizer at IRG's premises.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Plaintiffs shall have judgment against Defendant IRG in the amount of \$1,221,984.06 (the "Indebtedness").

2. Defendants shall immediately give Plaintiffs possession of the Collateral, wherever located, including but not limited to that set forth on Exhibit A and the Pellitizer, and assemble the Collateral and Pellitizer at their place of business located at 5899 N. Main Street, Cowpens, Spartanburg County, South Carolina (the "Premises"). Pursuant to S.C. Code Ann. § 15-69-90, Defendants are hereby restrained from damaging, concealing, or removing the Collateral and Pellitizer from the Premises, and any individual or entity violating this Order shall be subject to a fine not to exceed one thousand dollars or imprisonment for not more than six (6) months, or both.

3. Defendants shall permit the Collateral and Pellitizer to be stored at the Premises for a reasonable period of time until a sale of the Collateral and Pellitizer can be held. During this period, Plaintiffs shall have sole access to and control of said Collateral and Pellitizer. Defendants will cooperate with Plaintiffs and not impede or obstruct Plaintiffs in any way in connection with the sale.

4. Plaintiffs may sell, lease, license or otherwise dispose of any or all of the Collateral and Pellitizer in their present condition or following any commercially reasonable preparation or processing. If commercially reasonable, Plaintiffs may dispose of the Collateral and Pellitizer by public or private proceedings, by one or more contracts, as a unit or in parcels, and at any time and place and on any terms. Plaintiffs may credit bid the Indebtedness and purchase any Collateral and Pellitizer at a public disposition. Plaintiffs may disclaim any and all warranties relating to title, possession, quiet enjoyment, or the like.

5. Plaintiffs shall give notification of disposition of the Collateral in accordance with Sections 36-9-611 through 613 of the South Carolina Code as amended. The bailiffs and

courthouse staff shall allow Plaintiffs to post notice of any public sale on a bulletin board provided for the posting of legal notices in the Spartanburg County Courthouse.

6. The application of the proceeds of any disposition of the Collateral and Pellitizer shall be subject to the provisions of Sections 36-9-615 and 616 of the South Carolina Code as amended. IRG shall remain liable for any amount of Indebtedness remaining unpaid after such application. Plaintiffs may apply to this Court for a judgment reduced by the proceeds and increased by the costs of sale plus attorneys' fees and costs for this action.

IT IS SO ORDERED.

EXHIBIT A**CERTAIN EQUIPMENT COLLATERAL**

1. Margasa TN 1500 (Tearing Line 2) and all pieces of equipment on invoice 197/06, manufactured by Margasa, with serial number 603.803, including 5 motors
2. Pierret Cutter and metal detector, serial number X0707645160 (Cutter No. 1)
3. Pierret Cutter with transfer conveyor, serial number x0703638160 (Cutter No. 2)
4. Tex-Mach, Inc. Continental Horizontal Bale Press, 575 Volts, Serial No. 2876 and 6" Hump Magnet (Horizontal Press)
5. Hauser QLA 3100 Panel Cutter manufactured by Parker Hannifin GmbH, serial number 20050410
6. Milling Machine
7. Lift Truck
8. Replacement Barrel and Screw for the NGR manufactured by Next Generation Pelletizer
9. Antec Computer with gigabyte board, serial number GA-81945P-G
10. Acer computer monitor, serial number X10-60273
11. Bridgeport Sander, serial number j-82355 and all associated bits and milling tools
12. Sunby surface grinder, serial number 13453
13. Ball and Jewell grinder and all screens, serial number 32789 (Grinder 1)
14. Rapid granulator grinder and all screens, serial number 601410 (Grinder 2)
15. Herboldt Grinder #55830, Blower and Conveyor from Syncot Plastics, Inc.
16. 60 Ton Air Cooled Pelletizing Machine/Cooler, Model #NGR105VSP, Series #Q02028



Spartanburg Common Pleas

Case Caption: Abb, Inc , plaintiff, et al VS Integrated Recycling Group Of Sc, Llc ,
defendant, et al
Case Number: 2016CP4204147
Type: Order/Other

IT IS SO ORDERED !

s/ J. Derham Cole

Electronically signed on 2017-08-22 15:38:46 page 9 of 9

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
ABB, Inc., and BFP, LP a/k/a	)	
Bullington Family Partnership,	)	
	)	CONSENT ORDER
Plaintiffs,	)	FOR RELIEF OF
	)	COUNSEL FOR
v.	)	INTEGRATED RECYCLING
	)	GROUP OF SC, LLC
Integrated Recycling Group of SC, LLC,	)	
John Murphy Armstrong, Jr., and	)	Case No.: 2016-CP-42-04147
Michael T. Armstrong,	)	
	)	
Defendants.	)	
	)	

This matter is before the Court with the consent of all parties. Integrated Recycling Group of SC, LLC ("IRG") has until this point been represented by the law firm of Holcombe Bomar, P.A. A change in ownership of IRG has taken place, and as a result, IRG desires to retain new counsel to represent it in this matter.

Therefore, with the consent of all counsel and IRG, the law firm of Holcombe Bomar, P.A. is hereby relieved as counsel for IRG. Once IRG secures new counsel, he/she shall file a Notice of Appearance with this Court.

IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE TO FOLLOW

s/ W. McElhaney White
 Koger M. Bradford, SC Bar No. 844
 W. McElhaney White, SC Bar No. 8552
 P.O. Box 1897
 Spartanburg, SC 29304
 Attorneys for Defendant Integrated
 Recycling Group of SC, LLC

s/Gregory J. English

Gregory J. English, SC Bar No. 65470
P.O. Box 728
Greenville, SC 29602-0728
Attorney for Plaintiffs

s/Richard Stewart

Richard Stewart, SC Bar No. 5346
11 Whitsett Street
Greenville, SC 29601
Attorneys for John Murphy Armstrong, Jr. and
Michael T. Armstrong

INTEGRATED RECYCLING GROUP OF SC, LLC

BY: *s/John Murphy Armstrong, Jr.*
John Murphy Armstrong, Jr., Member



Spartanburg Common Pleas

Case Caption: Abb, Inc , plaintiff, et al VS Integrated Recycling Group Of Sc, Llc ,
defendant, et al
Case Number: 2016CP4204147
Type: Order/Consent Order

IT IS SO ORDERED !

s/ J. Derham Cole

Electronically signed on 2017-05-12 16:43:00 page 3 of 3

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

ABB, INC., and BFP, LP, a/k/a)
BULLINGTON FAMILY PARTNERSHIP,)

Plaintiffs,)

vs.)

SUMMONS

INTEGRATED RECYCLING GROUP)
OF SC, LLC, JOHN MURPHY)
ARMSTRONG, JR., and MICHAEL T.)
ARMSTRONG,)

Case No. _____

Defendants.)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in the above-entitled action, a copy of which is herewith served upon you, and to serve a copy of your answer upon the undersigned at their offices at 44 East Camperdown Way, P.O. Box 728, Greenville, SC 29602-0728, within thirty (30) days after service hereof upon you, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

WYCHE, P.A.

s/ Gregory J. English

Gregory J. English (#65470)

44 E. Camperdown Way

Post Office Box 728

Greenville, SC 29602-0728

Telephone: 864-242-2800

Telecopier: 864-235-8900

Date: November 18, 2016

Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

ABB, INC., and BFP, LP, a/k/a)
BULLINGTON FAMILY PARTNERSHIP,)

Plaintiffs,)

vs.)

COMPLAINT

INTEGRATED RECYCLING GROUP)
OF SC, LLC, JOHN MURPHY)
ARMSTRONG, JR., and MICHAEL T.)
ARMSTRONG,)

Case No. _____

Defendants.)
_____)

Plaintiffs ABB, Inc. ("ABB") and BFP, LP, a/k/a Bullington Family Partnership ("BFP"), for their complaint against the Defendants, would respectfully show unto the Court as follows:

PARTIES AND JURISDICTION

1. Plaintiff ABB is a corporation organized and existing under the laws of and doing business in Spartanburg County, State of South Carolina.
2. Plaintiff BFP is a limited partnership organized under the laws of and doing business in Spartanburg County, State of South Carolina, of which ABB is the general partner.
3. Defendant Integrated Recycling Group of SC, LLC ("IRG") is a limited liability company organized and existing under the laws of and doing business in Spartanburg County, State of South Carolina.
4. Defendant John Murphy Armstrong, Jr. ("J. Murphy Armstrong, Jr.") is an individual residing in Greenville County, State of South Carolina.

5. Defendant Michael T. Armstrong is an individual residing in Greenville County, State of South Carolina.

6. This Court has jurisdiction over the subject matter of and the parties to this action.

GENERAL ALLEGATIONS

7. On or about October 27, 2011, Plaintiffs and Defendants entered into that certain Debt Settlement Agreement, which was approved and given an Effective Date of November 10, 2011, by the United States Bankruptcy Court for the District of South Carolina in Bankruptcy Case No. 11-03117-jw (the "Loan Agreement"). A true and correct copy of the Loan Agreement is attached hereto as Exhibit A and incorporated herein by reference.

8. Pursuant to the Loan Agreement, on or about October 27, 2011, IRG gave ABB and BFP Promissory Note #1 in the principal amount of \$1,400,000.00, including \$898,472.00 to ABB and \$501,528.00 to BFP, with interest at the rate of four percent (4.00%) per annum, with principal and interest being due and fully payable on or before November 9, 2016. A true and correct copy of Promissory Note #1 is attached hereto as Exhibit B and incorporated herein by reference.

9. The money loaned by Plaintiffs to IRG under the Loan Agreement and Promissory Note #1 may be referred to herein collectively as the "Loan."

10. To secure the Loan, on or about October 27, 2011, IRG signed a Blanket Continuing Security Agreement granting Plaintiffs a security interest (the "Security Agreement") in IRG's inventory, general intangibles, accounts, chattel paper, instruments and documents, equipment, commercial tort claims, letter-of-credit rights, and all parts, replacements, substitutions, profits, products, accessions and cash and non-cash proceeds and supporting

obligations of any of the foregoing (collectively, the "Collateral"). A true and correct copy of the Security Agreement is attached hereto as Exhibit C and incorporated herein by reference.

11. To further secure the Loan, on or about October 27, 2011, IRG, J. Murphy Armstrong, Jr., and Michael T. Armstrong signed a Continuing Pellitizer Security Agreement granting Plaintiffs a security interest (the "Pellitizer Agreement") in that certain 60 Ton Air Cooled Pelletizing Machine/Cooler, Model #NGR105VSP, Series #Q02028 (the "Pellitizer," which shall hereinafter be included in the definition of the "Collateral"). A true and correct copy of the Pellitizer Agreement is attached hereto as Exhibit D and incorporated herein by reference.

12. Plaintiffs hold duly perfected first security interests in the Collateral and Pellitizer pursuant to UCC-1 Financing Statements filed with the South Carolina Secretary of State naming Integrated Recycling Group of SC, LLC, J. Murphy Armstrong, Jr., and Michael T. Armstrong as the Debtor, true and correct copies of which are attached hereto as Exhibit E and are incorporated herein by reference (collectively, the "UCC-1").

13. The Loan Agreement, Promissory Note #1, the Security Agreement, the Pellitizer Agreement, and the UCC-1s may be referred to herein collectively as the "Loan Documents."

14. IRG defaulted on Promissory Note #1 by failing to timely pay interest due for August 2016, September 2016, October 2016, and November 2016 in the total amount of \$33,934.80.

15. On or about October 5, 2016, Plaintiffs notified Defendants that IRG was in default of Promissory Note #1 and demanded that IRG pay Plaintiffs the amounts owed within 15 days, but IRG failed and refused to timely pay same.

16. On or about October 27, 2016, Plaintiffs notified Defendants that, because they had failed to cure the defaults of the Loan Documents, Plaintiffs were accelerating all amounts

due under Promissory Note #1 and demanded that Defendants confirm that they would voluntarily surrender the Collateral and Pellitizer, but Defendants have failed and refused to confirm same

17. As of November 10, 2016, the entire principal balance of Promissory Note #1 was due, but IRG failed and refused to timely pay same.

18. As of November 10, 2016, IRG was liable to repay to Plaintiffs the following amounts (collectively, the "Indebtedness"):

\$ 898,472.00	Principal on Promissory Note #1 due from IRG to ABB
\$ 501,528.00	Principal on Promissory Note #1 due from IRG to BFP
\$1,400,000.00	Total Indebtedness

19. As a result of Defendants' failure to pay the Indebtedness when due and as demanded, IRG is in default of the Loan Documents and is liable to Plaintiffs for the Indebtedness, plus prejudgment interest, attorneys' fees and costs.

20. Plaintiffs provided the purchase money for all Collateral and the Pelletizer. The Total Indebtedness includes purchase money for all Collateral and the Pelletizer. In seeking to recover the Indebtedness, Plaintiffs seek to recover purchase money that is past due for all Collateral and the Pelletizer.

21. To further secure the Loan, Margaret T. Armstrong granted Plaintiffs a mortgage and an amended mortgage in Lots 1, 2, 3, and 4 in Block 2 of Safety Bay Villa Site, Lake County, Montana and, on October 27, 2011, entered an Acknowledgement of Mortgage Lien/Deed of Trust (collectively, the "Montana Mortgage"). Because such real property is in Montana, Plaintiffs are not foreclosing upon that property in this action but reserve the right to do so in Montana.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

22. The foregoing allegations are incorporated herein by reference.
23. The Loan Documents constitute binding contracts between Plaintiffs and Defendants (collectively, the "Contracts").
24. Plaintiffs have performed all of their obligations under and conditions to the Contracts.
25. Defendants have breached the Contracts by failing to make payments when due under the Contracts, despite demands by Plaintiffs, and are therefore in default.
26. As a result of IRG's breaches of the Contracts and default, Plaintiffs have been damaged and IRG should pay the following amounts, plus additional interest since November 10, 2016, plus attorneys' fees and costs:

\$ 898,472.00	Principal on Promissory Note #1 due from IRG to ABB
\$ 501,528.00	Principal on Promissory Note #1 due from IRG to BFP
\$1,400,000.00	Total Indebtedness

FOR A SECOND CAUSE OF ACTION
(Trover/Claim and Delivery/Judicial Sale of Collateral)

27. The foregoing allegations are incorporated herein by reference.
28. Upon information and belief, Defendants have possession of the Collateral and the Pelletizer at 5899 N. Main Street, Cowpens, South Carolina 29330, and/or at some other location unknown to Plaintiffs.
29. Plaintiffs are entitled to possession of the Collateral and the Pelletizer, which are being unlawfully detained by Defendants, and/or to sell the Collateral and the Pelletizer at IRG's

premises, and/or judgment against Defendants for the value thereof in case delivery cannot be had.

30. Plaintiffs are further entitled to immediate possession of the Collateral and the Pelletizer pursuant to S.C. Code Ann. Sections 15-69-10 et seq. and 36-9-601 et seq.

31. Accordingly, this Court should enter an order requiring Defendants to assemble and inventory the Collateral and the Pelletizer, to give immediate possession of the Collateral and the Pelletizer to Plaintiffs, and to authorize Plaintiffs to sell the Collateral and the Pelletizer at IRG's premises, and/or judgment against all Defendants for the value of the Collateral and the Pelletizer in case delivery cannot be had.

WHEREFORE, Plaintiffs pray for:

(1) Judgment against IRG in the following amounts, plus additional interest since November 10, 2016, plus attorneys' fees and costs:

\$ 898,472.00 Principal on Promissory Note #1 due from IRG to ABB

\$ 501,528.00 Principal on Promissory Note #1 due from IRG to BFP

\$1,400,000.00 Total Indebtedness as of November 10, 2016

(2) Judgment against all Defendants requiring them to assemble and inventory the Collateral and the Pelletizer, to give immediate possession of the Collateral and the Pelletizer to ABB and BFP, and to authorize Plaintiffs to sell the Collateral and Pelletizer at Defendant's premises, and/or for the value of the Collateral and the Pelletizer in case delivery cannot be had; and

(3) Such other and further relief as is just and proper.

Respectfully submitted,

/s Gregory J. English

Gregory J. English (#65470)

WYCHE, P.A.

44 East Camperdown Way

Post Office Box 728

Greenville, South Carolina 29602

(864) 242-8200

ATTORNEYS FOR PLAINTIFFS

November 18, 2016

EXHIBIT A

FILED

at ___ O'clock & ___ min. ___

NOV 10 2011

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

United States Bankruptcy Court
Columbia, South Carolina (42)

In Re:	)	Bankruptcy Case No. 11-03117-jw
	)	
Integrated Recycling Group of SC, LLC,	)	Chapter 11
	)	
	)	
Debtor.	)	
_____	)	
Integrated Recycling Group of SC, LLC,	)	Adv. Pro. No. 11-80082-jw
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
ABB, Inc.; BFP, Inc. a/k/a BFP, LP a/k/a	)	
Bullington Family Partnership;	)	
Al Bullington; and Bryan Bullington,	)	
	)	
Defendants.	)	
_____	)	

ORDER APPROVING SETTLEMENT AND COMPROMISE

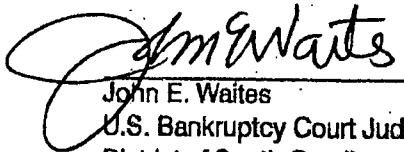
This matter is before the Court upon the Application for Settlement and Compromise (the "Motion") of Integrated Recycling Group of SC, LLC ("Debtor"), with the consent of Defendant ABB, Inc. and Defendant BFP, Inc. a/k/a BFP, LP a/k/a Bullington Family Partnership (together, "Lender Defendants"), Al Bullington, and Bryan Bullington (collectively, "Defendants"), seeking entry of an order pursuant to 11 U.S.C. §§ 105(a) and Bankruptcy Rule 9019 approving the settlement and compromise of all matters related to the above captioned Adversary Proceeding as well as all claims between and among the parties related to the Chapter 11 bankruptcy case.

The Court having reviewed and considered the Motion, the terms of the settlement and compromise (the "Settlement"), and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, and creditors and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

- A. A reasonable opportunity to be heard with respect to the Motion and relief requests therein has been afforded to all interested parties and entities, and no objections to the Motion were filed.
- B. The Settlement represents a fair, prudent and reasonable compromise of the controversy between the Parties and is in the best interests of the Debtor, its estate and creditors, taking into account, among other things, whether the Settlement is fair and reasonable and in the best interests of the Debtor's estate.
- C. The Debtor's entry into the Settlement is authorized and ratified pursuant to section 105 of the Bankruptcy Code and Bankruptcy Rule 9019, and the Parties are hereby authorized, empowered and directed to enter into and perform, and consummate the transactions, under the Settlement. The Parties are authorized, empowered and directed to take any and all actions and execute any and all documents that are reasonably necessary or appropriate to implement and effectuate the terms of the Settlement. The terms of the Settlement are hereby approved in all respects.
- D. The Settlement was negotiated, proposed and entered into by the Parties without collusion, in good faith and from arms' length bargaining positions.
- E. As provided by Bankruptcy Rule 6004(g), and notwithstanding Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry.
- F. The Court retains jurisdiction to interpret, enforce and implement the Settlement, including, but not limited to, retaining jurisdiction to resolve any disputes, controversy or claims arising under or related to the Settlement, and interpret, implement and enforce the provisions of this Order.

IT IS SO ORDERED.


John E. Waites
U.S. Bankruptcy Court Judge
District of South Carolina

11/10/11
Date

DEBT SETTLEMENT AGREEMENT

This Debt Settlement Agreement (the "Agreement") is entered into as of 10-27, 2011, by and among ABB, INC. ("ABB") and BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP ("BFP") (ABB and BFP shall be referred to herein collectively as the "Lender"), AL BULLINGTON and BRYAN BULLINGTON (together, the "Bullingtons"), INTEGRATED RECYCLING GROUP OF SC, LLC (the "Debtor"), J. MURPHY ARMSTRONG, JR. and MICHAEL T. ARMSTRONG (together, the "Principals"), and MARGARET T. ARMSTRONG (all of the foregoing may hereinafter at times be referred to collectively as the "Parties" and/or individually as a "Party"). The Effective Date of this Agreement shall be the date on which it is approved by the U.S. Bankruptcy Court for the District of South Carolina and a final, non-appealable order is entered, as set forth *infra* at ¶ 5(i).

RECITALS

WHEREAS, Lender and Debtor entered into that certain Loan Agreement and Promissory Note in October of 2005, as modified or amended (the "ABB Loan"); and

WHEREAS, the ABB Loan is secured by that certain Mortgage dated June 29, 2006, from Margaret T. Armstrong to ABB, Inc., in the original amount \$2,400,000.00, said Mortgage being recorded in the public records for the State of Montana, County of Lake, on August 7, 2006, as Microfilm No. 471657, and that certain Amended Mortgage dated December 27, 2006, from Margaret T. Armstrong to ABB, Inc., in the original amount of \$4,000,000.00, said Amended Mortgage being recorded in the public records for the State of Montana, County of Lake, on February 15, 2007, as Microfilm No. 477098 (hereinafter collectively referred to as the "Mortgage") covering the property more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter, the "Montana Property"); and

WHEREAS, on March 27, 2006, to further secure the ABB Loan, ABB filed a UCC-1 Financing Statement, along with a UCC-3 Continuation (the "2006 UCC") against Debtor's Accounts Receivable, Equipment, Furniture, Fixtures, Inventory, Instruments, Chattel Paper, and General Intangibles ("Assets"); and

WHEREAS, the Principals and Al Bullington are jointly and severally liable for that certain Note originally made in April 2004 by First National Bank of Spartanburg (the "Pelletizer Note"), secured by a Pelletizer owned by the Principals (the "Pelletizer"), which Pelletizer Note was subsequently purchased by ABB; and

WHEREAS, Lender filed a complaint in the Court of Common Pleas for South Carolina on March 16, 2011 (the "State Court Action") against Debtor and the Principals; and

WHEREAS, Debtor filed for protection under Chapter 11 of the United States Bankruptcy Code on May 11, 2011 (see Bankruptcy Case No. 11-03117-jw) (hereinafter, the "Bankruptcy"); and

WHEREAS, the Bankruptcy stayed the State Court Action as to Debtor, and the Debtor and Principals claim that the Bankruptcy also stayed the State Court Action as to the Principals; and

WHEREAS, Lender filed a Motion to Terminate Automatic Stay on June 24, 2011; and Debtor filed an Objection to Lender's Motion to Terminate Automatic Stay on July 8, 2011 (hereinafter, the "362 Motion"); and

WHEREAS, Debtor filed an Adversary Proceeding against Lender and the Bullingtons on June 24, 2011 (Adv. Pro. No. 11-80082-jw) (hereinafter, the "Adversary Proceeding"); and

WHEREAS, the Parties desire to resolve all claims between and among them, including but not limited to all claims related to the State Court Action, the Adversary Proceeding, the 362 Motion, and the Bankruptcy, according to the terms herein.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RECITALS.

The foregoing recitals are confirmed by the Parties as true and correct and are incorporated herein by reference. The recitals are a substantive, contractual part of this Agreement.

2. SETTLEMENT.

The Parties hereby agree to the settlement of all claims between and among them in consideration of and on the following terms:

- a. Debtor acknowledges that, pursuant to the ABB Loan, Debtor owes the Lender the principal amount of Five Million Three Hundred Forty-Six Thousand Six Hundred Eighty-Seven and No/100 Dollars (\$5,346,687.00) (the "Debt"), which includes Four Million Eight Hundred Forty-Five Thousand One Hundred Fifty-Nine and No/100 Dollars (\$4,845,159.00) to ABB and Five Hundred One Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$501,528.00) to BFP;
- b. Debtor acknowledges that the 2006 UCC is a valid, perfected lien on the Assets of the Debtor and that such lien secures the Debt;

- c. Lender acknowledges that the Debtor is the lawful owner of the equipment set forth on Exhibit B (the "Equipment");
- d. Lender shall forgive a portion of the Debt in the amount of Two Million Two Hundred Forty-Six Thousand Six Hundred Eighty-Seven and No/100 Dollars (\$2,246,687.00) owed to ABB plus any and all accrued and unpaid interest in addition to the principal listed above, up through the date of this Agreement, leaving a remaining debt of Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000.00), including Two Million Five Hundred Ninety-Eight Thousand Four Hundred Seventy-Two and No/100 Dollars (\$2,598,472.00) to ABB and Five Hundred One Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$501,528.00) to BFP (the "Remaining Debt").
- e. The obligation for the Remaining Debt and terms of repayment shall be set forth in two promissory notes, to be executed simultaneously herewith, subject to the following terms:
- (i) Promissory Note #1: Debtor shall execute and deliver to Lender a promissory note in the amount of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), including Eight Hundred Ninety-Eight Thousand Four Hundred Seventy-Two and No/100 Dollars (\$898,472.00) to ABB and Five Hundred One Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$501,528.00) to BFP, which shall bear interest at 4.00% per annum, amortized for a period of twenty (20) years, to be repaid in monthly payments of ~~Seven Thousand Eight Hundred Seventy-Seven and 74/100 Dollars (\$7,877.74)~~, beginning on first (1st) day of the month immediately following the Effective Date of this Agreement, and monthly thereafter on the first (1st) day of each month, with a final payment of all outstanding principal and interest no later than five (5) years after the Effective Date of this Agreement.
 - (ii) Promissory Note #2: Debtor and Margaret T. Armstrong shall execute and deliver to ABB a promissory note in the amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00), which shall be non-recourse and shall not bear interest, to be repaid no later than ten (10) years after the Effective Date of this Agreement. Promissory Note #2 will be secured only by the Mortgage on the Montana Property and shall be unsecured as to the Debtor. The Debtor's only responsibility as to Promissory Note #2 shall be to classify it as an unsecured claim in the Bankruptcy and pay it through a Plan of Reorganization as provided in section i. below, identical with the treatment of the other general unsecured claims. The Parties acknowledge, however, that pursuant to the terms of Promissory Note #2, any

ABB
 [Signature]
 Jma

Eight
 Thousand
 Four
 Hundred
 Eighty -
 Three
 and 72/100
 Dollars
 (\$8,483.72)

occurrence of an uncured default on the obligations secured by the Montana Liens, as defined *infra* at ¶2(e)(x), or the commencement of any foreclosure proceeding against the Montana Property, shall constitute a default under Promissory Note #2, which shall also constitute a default under Promissory Note #1 if Promissory Note #1 has not been paid in full. The discharge of all or any portion of said obligation in the Bankruptcy shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Mortgage. In any action for collection for any amount due under Promissory Note #2, ABB is entitled only to recover against the Montana Property securing such obligation, and shall not be entitled to seek repayment directly from the Debtor and/or Margaret T. Armstrong.

- (iii) All amounts due under Promissory Note #1 shall be secured by a first lien on the Equipment (Exhibit B), along with the property on "Exhibit C" attached hereto and specifically incorporated herein by reference (the "Property"), together with all property, goods and chattels of the same classes as those indicated on Exhibit B and Exhibit C, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination, all proceeds there for, if any, and all substitutions, replacements and accessions thereto, all hereinafter referred to as the "Collateral"; the Pelletizer; and the Mortgage on the Montana Property. Simultaneously herewith, Debtor and Principals shall execute Security Agreements evidencing said lien on the Collateral and the Pelletizer. Debtor and/or Principals shall maintain adequate insurance for the Equipment, Inventory, and the Pelletizer in the maximum amount the insurance company will insure, up to a value of \$1,400,000, for losses resulting from fire (including extend coverage), theft, and other casualties and simultaneously herewith provide a certificate of insurance naming Lender as the loss payee entitled to notice prior to any cancellation or other changes on all such insurance policies. Neither the Equipment nor the Pelletizer shall be moved or sold without the prior, express, written consent of Lender or payment of Promissory Note #1 in full.
- (iv) Promissory Note #2 shall be secured only by a Mortgage on the Montana Property. The obligation evidenced by Promissory Note #2 shall be treated as a general unsecured claim in the Bankruptcy as set forth in more detail herein, and the Debtor's only obligation for any payment under Promissory Note #2 shall be to treat it as a general unsecured claim in the Bankruptcy and make partial payment of the claim pursuant to a Plan of Reorganization. The Parties acknowledge, however, that pursuant to the terms of Promissory Note #2, any occurrence of an uncured default on the

obligations secured by the Montana Liens, as defined *infra* at ¶2(e)(x), or the commencement of any foreclosure proceeding against the Montana Property, shall constitute a default under Promissory Note #2, which shall also constitute a default under Promissory Note #1 if Promissory Note #1 has not been paid in full. The discharge of all or any portion of said obligation in the Bankruptcy shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Mortgage.

- (v) All amounts due under Promissory Note #1 and Promissory Note #2 shall be secured by the Mortgage on the Montana Property. All Parties agree and acknowledge that Lender has and holds a valid lien on the Montana Property in the amount of Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000.00) and Margaret T. Armstrong shall simultaneously herewith execute an Acknowledgement of Mortgage Lien.
- (vi) Debtor's failure to make any required payment under Promissory Note #1 within ten (10) days of the date due shall constitute an event of default. Debtor shall be entitled to notice of default and fifteen (15) days in which to cure said default only one (1) time per calendar year (the first year shall begin on the Effective Date of this Agreement and continue for twelve (12) months thereafter, at which time the next year will begin and so on). An event of default by Debtor under the terms of Promissory Note #1, which is not cured, shall also be an event of default under the terms of Promissory Note #2. An event of default by Debtor under the terms of Promissory Note #2, shall also be an event of default under the terms of Promissory Note #1. Upon an event of default under Promissory Note #1 or Promissory Note #2 which is not cured, Lender shall have the right, without notice except as to the once yearly notice as set forth herein, to accelerate all amounts due under Promissory Note #1 and Promissory Note #2 and pursue their collateral, including but not limited to the Montana Property.
- (vii) In the event of a default under Promissory Note #1 or Promissory Note #2, which is not cured as permitted, relief from any automatic stay in bankruptcy shall be granted to Lender upon the filing of an Affidavit of Default and entry of an Order, without the need for further notice or hearing. In the event a Plan of Reorganization is confirmed, said Plan shall include a provision that in the event that Debtor files another Chapter proceeding and a balance remains outstanding on Promissory Note #1 or Promissory Note #2, Debtor will not resist a new motion for termination of the automatic stay filed by Lender.

- (viii) Upon full payment of Promissory Note #1, the lien on the Collateral and the Pelletizer shall be released.
- (ix) Upon full payment of Promissory Note #1 and Promissory Note #2, the Mortgage on the Montana Property shall be released.
- (x) The Principals and Margaret T. Armstrong represent and warrant as follows:
 - i. That the following is a true and complete listing of all existing liens on the Montana Property exclusive of Lender's lien: (i.) that certain Deed of Trust originally granted in favor of Glacier Bank on or about May 8, 2002, and recorded in the public records on May 13, 2002, as Instrument Number 424936 (the "Glacier Bank Lien") and (ii.) that certain Deed of Trust originally granted in favor of The National Bank of South Carolina on or about June 16, 2003, and recorded in the public records on July 17, 2003, as Instrument Number 438154 (the "NBSC Lien") (the Glacier Bank Lien and the NBSC Lien are at times hereinafter collectively referred to as the "Montana Liens").
 - ii. That, subsequent to the Effective Date of the Settlement Agreement, no agreements related to the Montana Liens will be modified without the prior written approval of Lender unless and until Promissory Note #1 and Promissory Note #2 have been paid in full.
 - iii. That the underlying obligation secured by the Glacier Bank Lien is not currently in default and will not be in default in the future unless and until Promissory Note #1 and Promissory Note #2 have been paid in full; that the current payoff balance of said obligation is approximately \$212,000.00; that the payoff balance of said obligation shall at no time exceed \$212,000.00 unless and until Promissory Note #1 and Promissory Note #2 have been paid in full; and that on January 1, 2012; April 1, 2012; July 1, 2012; October 1, 2012, and continuing quarterly thereafter, until Promissory Note #1 and Promissory Note #2 have been paid full, the Principals and Margaret T. Armstrong shall provide written certification to Lender of the current payoff balance of said obligation and written certification that said obligation is not in default.
 - iv. That the NBSC Lien and underlying obligation have been assigned to Robert A. Tiernan.

- v. That the underlying obligation secured by the NBSC Lien is not currently in default and will not be in default in the future unless and until Promissory Note #1 and Promissory Note #2 have been paid in full; that the current payoff balance of said obligation is approximately ~~\$264~~²⁶²,000.00; that the payoff balance of said obligation shall at no time exceed ~~\$264~~²⁶²,000.00 unless and until Promissory Note #1 and Promissory Note #2 have been paid in full; and that on January 1, 2012; April 1, 2012; July 1, 2012; October 1, 2012, and continuing quarterly thereafter, until Promissory Note #1 and Promissory Note #2 have been paid full, the Principals and Margaret T. Armstrong shall provide written certification to Lender of the current payoff balance of said obligation and written certification that said obligation is not in default.
- f. Any occurrence of an uncured default on the obligations secured by the Montana Liens, the commencement of any foreclosure proceeding against the Montana Property, and/or the breach of any representation or warranty herein shall constitute a default under Promissory Note #2, which shall also constitute a default under Promissory Note #1 if Promissory Note #1 has not been paid in full.
- g. The Parties agree to exchange mutual releases of claims as set forth herein through the execution of the releases attached hereto as Exhibit D and Exhibit E. Said releases shall become effective upon the Effective Date of this Settlement Agreement and the Adversary Proceeding, the State Court Action, and the 362 Motion shall then be dismissed with prejudice.
- h. Bryan Bullington hereby acknowledges that he has retrieved all nylon pellets belonging to him that were in the possession of the Debtor and that neither the Debtor nor the Principals have possession of anything else belonging to the Bullingtons or the Lender.
- i. Lender shall be recognized in the Bankruptcy as a secured creditor with a secured claim in the amount of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) with payments consistent with those set forth in this Agreement and as an unsecured creditor with an unsecured claim in the amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00). Said unsecured portion shall be treated as all other unsecured claims in the Bankruptcy; however, the discharge of all or any portion of said obligation in the Bankruptcy shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Montana Property.

Handwritten notes:
 Done
 [Signature]
 [Signature]
 CB B

- j. The Debtor will propose a Plan of Reorganization which treats the obligation under Promissory Note #2 as a general unsecured claim. The unsecured claims will not be paid in full under a Plan of Reorganization, but will receive some portion of partial payment, which could result in payment as little as \$1.00. The Debtor's remaining obligation as to unpaid amounts under Promissory Note #2 shall be discharged in the Bankruptcy as to the Debtor pursuant to the Plan of Reorganization, but such discharge shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Mortgage.
- k. Lender shall support a Plan of Reorganization proposed by Debtor in the Bankruptcy by filing an accepting ballot in each class in which it is a member, so long as its treatment in the Plan is consistent with the terms of this Agreement, including the payments of Promissory Note #1 consistent with the terms herein, and treatment of the obligation contained in Promissory Note #2 as an unsecured claim in the class with other general unsecured creditors regardless of the amount payable to general unsecured creditors; however, the discharge of all or any portion of said obligation in the Bankruptcy shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Montana Property.

3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

- (a) This Agreement and the representations and obligations herein are subject to the approval of the Bankruptcy Court for the District of South Carolina and are not final or effective as to any party until entry of a final order of the Bankruptcy Court approving this Agreement.
- (b) Subject to Bankruptcy Court approval of this Agreement, Debtor and the Principals represent, warrant, and acknowledge to Lender that Debtor and the Principals have the full right, power, and authority to enter into the Promissory Note #1, Promissory Note #2, Security Agreement, and this Agreement, and each agreement, document, and instrument to be executed and delivered by Debtor and the Principals pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance by the Debtor of the Promissory Note #1, Promissory Note #2, Security Agreement, and this Agreement, and each agreement, document, and instrument to be executed and delivered by Debtor and/or the Principals pursuant to this Agreement.
- (c) Lender and the Bullingtons represent, warrant, and acknowledge to the Debtor and the Principals that the Lender and the Bullingtons have the full right, power, and authority to enter into this Agreement, and each agreement, document, and instrument to be executed and delivered by the Lender and/or the Bullingtons pursuant to this Agreement, and to carry out

the transactions contemplated hereby and thereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance by the Debtor of the Promissory Note #1, Promissory Note #2, Security Agreement, and this Agreement, and each agreement, document, and instrument to be executed and delivered by Debtor pursuant to this Agreement.

- (d) Lender's obligation to complete the transactions contemplated hereby is subject to the foregoing representations and warranties being true and correct at the Effective Date. Such representations and warranties will survive the closing of the transactions contemplated hereby and will continue in full force and effect for the benefit of Lender.
- (e) Any notice required under this Agreement shall be given by United States Mail to the following address, unless a different address is designated in writing:

To Debtor:
Integrated Recycling Group of SC, LLC
5899 N. Main Street
Cowpens, SC 29330

To Michael T. Armstrong:
10 ROCKWOOD DR
GREENVILLE SC 29605

To J. Murphy Armstrong:
1415 PARKINS MILL RD.
GREENVILLE SC 29607

To Margaret T. Armstrong:
1013 FOURMILE BRANCH RD.
SPARTANBURG, SC 29302

To Lender:
ABB, Inc.
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

Bullington Family Partnership, LP
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

To the Bullingtons:
 Al Bullington
 378 S. Monterey Drive
 Moore, SC 29369

Bryan Bullington
 378 S. Monterey Drive
 Moore, SC 29369

4. EFFECTIVE TIME OF RELEASES.

The releases described above shall become effective immediately upon the Effective Date, as defined herein, and upon the execution and delivery to Lender of the Promissory Note #1, Promissory Note #2, Blanket Continuing Security Agreement, Continuing Pelletizer Security Agreement, Cross Default Agreement, Acknowledgement of Mortgage, and this Agreement.

5. GENERAL PROVISIONS.

- (a) Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Parties, and their respective successors, assigns, heirs, executors, and administrators; provided that the Parties shall not assign any duties hereunder without the written consent of all other Parties. Written notice shall be given to all parties to this Agreement within ten (10) days of any assignment.
- (b) Waiver and Amendment. Neither Party may waive any of the terms or conditions of this Agreement, nor may this Agreement be amended or modified, except by a duly signed writing referring to the specific provision to be waived, amended, or modified.
- (c) Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among the Parties hereto and their affiliates.
- (d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

- (e) Governing Law. This Agreement shall be governed by the laws of the State of South Carolina, without regard to its conflicts of law provisions.
- (f) Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties, with the full intent of releasing all claims. The Parties acknowledge that:
- i. they have read this Agreement;
 - ii. they have been represented, or, in the alternative, have had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
 - iii. they understand the terms and consequences of this Agreement and of the releases it contains; and
 - iv. they are fully aware of the legal and binding effect of this Agreement.
- (g) No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties, and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.
- (h) Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
- (i) The Effective Date of this Agreement ("Effective Date") shall be the date on which a final, non-appealable order by the U.S. Bankruptcy Court for the District of South Carolina is entered.
- (j) In the event that there is a conflict in the terms of this Agreement and the terms of the Promissory Note #1, Promissory Note #2, Blanket Security Agreement, Pelletizer Security Agreement, Cross Default Agreement, and/or Acknowledgement of Mortgage, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

(Signatures on Following 4 Pages)

INTEGRATED RECYCLING GROUP OF SC, LLC

By: J. Murphy Armstrong, Jr. *J. Murphy Armstrong, Jr.*Its: PresidentSTATE OF SOUTH CAROLINA)
COUNTY OF Richland)

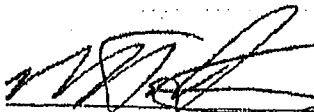
Before me, a notary public of the state and county aforesaid, personally appeared J. MURPHY ARMSTRONG, JR. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRES of Integrated Recycling Group of SC, LLC, a limited liability company doing business in the State of South Carolina, the within named Debtor and that he as such PRES, executed the foregoing instrument for the purposes therein contained, by signing the name of Integrated Recycling Group of SC, LLC by himself as such PRES.

WITNESS my hand and seal at office, on this 22nd day of OCTOBER, 2011.*James H. Cassidy*
Notary PublicMy Commission Expires: 9/23/14

J. Murphy Armstrong, Jr.
J. MURPHY ARMSTRONG, JR.STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, J. Murphy Armstrong, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 21st day of OCTOBER, 2011.*James H. Cassidy*
Notary PublicMy Commission Expires: 9/23/14

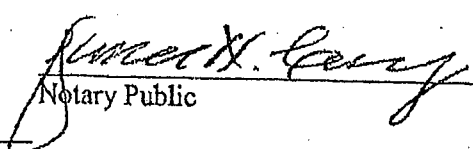

MICHAEL T. ARMSTRONG

STATE OF SOUTH CAROLINA)
COUNTY OF RICHMOND)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, Michael T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

My Commission Expires: 9/23/11


Notary Public

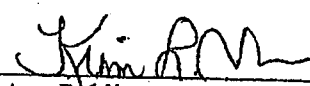

MARGARET T. ARMSTRONG

STATE OF South Carolina)
COUNTY OF Spartanburg)

Personally appeared before me, Margaret T. Armstrong, a Notary Public in and for said State and County, Margaret T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 28th day of Oct., 2011.

My Commission Expires: 3.30.2019


Notary Public

ABB, INC.

By: ABB Inc. P. BullingtonIts: PresidentSTATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Before me, a notary public of the state and county aforesaid, personally appeared A.B. Bullington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRES of ABB, Inc., a corporation doing business in the State of South Carolina, the within named Lender and that he as such PRES, executed the foregoing instrument for the purposes therein contained, by signing the name of ABB, Inc. by himself as such PRES.

WITNESS my hand and seal at office, on this 27 day of October, 2011.My Commission Expires: 9/22/11
James H. Leary
Notary Public

BULLINGTON FAMILY PARTNERSHIP, LP A/K/A BFP

By: ABB Inc. G.P.Its: President P. BullingtonSTATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Before me, a notary public of the state and county aforesaid, personally appeared A.B. Bullington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the GP of Bullington Family Partnership, LP a/k/a BFP the within named Lender and that he as such G.P., executed the foregoing instrument for the purposes therein contained, by signing the name of Bullington Family Partnership, LP a/k/a BFP by himself as such G.P..

WITNESS my hand and seal at office, on this 27th day of October, 2011.My Commission Expires: 9/22/14
James H. Leary
Notary Public

x. Al Bullington
AL BULLINGTON

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, Al Bullington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

My Commission Expires: 9/27/14

James H. Cassidy
Notary Public

Bryan Bullington
BRYAN BULLINGTON

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, Bryan Bullington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

My Commission Expires: 9/27/14

James H. Cassidy
Notary Public

"EXHIBIT A" TO DEBT SETTLEMENT AGREEMENT

MONTANA PROPERTY

Lots 1, 2, 3, and 4 in Block 2 of SAFETY BAY VILLA SITE, a subdivision of Lake County, Montana, according to the map or plat thereof on file in the office of the Clerk and Recorder of Lake County, Montana.

"EXHIBIT B" TO DEBT SETTLEMENT AGREEMENT

EQUIPMENT

1. Margasa TN 1500 (Tearing Line 2) and all pieces of equipment on invoice 197/06, manufactured by Margasa, with serial number 603.803, including 5 motors
2. Pierret Cutter and metal detector, serial number X0707645160 (Cutter No. 1)
3. Pierret Cutter with transfer conveyor, serial number x0703638160 (Cutter No. 2)
4. Tex-Mach, Inc. Continental Horizontal Bale Press, 575 Volts, Serial No. 2876 and 6" Hump Magnet (Horizontal Press)
5. Hauser QLA 3100 Panel Cutter manufactured by Parker Hannifin GmbH, serial number 20050410
6. Replacement Barrel and Screw for the NGR manufactured by Next Generation Pelletizer
7. Antec Computer with gigabyte board, serial number GA-81945P-G
8. Acer computer monitor, serial number X10-60273
9. Bridgeport Sander, serial number j-82355 and all associated bits and milling tools
10. Sunby surface grinder, serial number 13453
11. Ball and Jewell grinder and all screens, serial number 32789 (Grinder 1)
12. Rapid granulator grinder and all screens, serial number 601410 (Grinder 2)
13. Herboldt Grinder #55830, Blower and Conveyor from Syncot Plastics, Inc.

"EXHIBIT C" TO DEBT SETTLEMENT AGREEMENT**COLLATERAL**

All of Debtor's right, title and interest in the following personal property ("Collateral") (each capitalized term as defined in Article 9 of the South Carolina Uniform Commercial Code), wherever located and whether now owned by Debtor or hereafter acquired, including but not limited to:

- a) all Inventory;
- b) all General Intangibles;
- c) all Accounts;
- d) all Chattel Paper;
- e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services;
- f) all Equipment, including, but not limited to, those items listed on "Exhibit B";
- g) all Commercial Tort Claims;
- h) all Letter-of-Credit Rights;
- i) all parts, replacements, substitutions, profits, products, Accessions and cash and non-cash Proceeds and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral shall include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

"EXHIBIT D" TO DEBT SETTLEMENT AGREEMENT**LENDER'S AND THE BULLINGTONS' RELEASE**

For and in consideration of the Promissory Note #1, Promissory Note #2, Cross Default Agreement, Blanket Continuing Security Agreement, Continuing Pelletizer Security Agreement, Acknowledgement of Mortgage, and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lender and the Bullingtons, Lender and the Bullingtons do hereby fully and forever remise, release, and discharge, and by these presents, do for its/their agents, servants, past, present, or future officers, shareholders, directors, employees, attorneys, representatives, parents, subsidiaries, subdivisions, executors, administrators, predecessors, successors, and assigns (the "Lender Releasing Parties"), remise, release, and discharge Debtor and the Principals and any of its/their heirs, agents, servants, past, present, or future officers, shareholders, directors, employees, attorneys, representatives, parents, subsidiaries, subdivisions, affiliated or related entities, affiliates, executors, administrators, predecessors, successors and assigns (the "Debtor Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, interest, penalties, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity, under federal or state constitutions, statutes, laws, ordinances, or regulations, or under common law, whether known or unknown, foreseen or unforeseen, that Lender Releasing Parties ever had, have, or could have against Debtor Released Parties in connection with the subject matter relating to the Debt and to the Equipment, including but not limited to those claims related to the Bankruptcy, the 362 Motion, the Adversary Proceeding and the State Court Action, but do not release Debtor from claims arising from a breach of this Agreement or default under the Promissory Note #1, Promissory Note #2, Cross Default Agreement, Blanket Continuing Security Agreement, Continuing Pelletizer Security Agreement, Mortgage, or Acknowledgement of Mortgage. Lender further agrees to withdraw the 362 Motion and to dismiss the State Court Action with prejudice.

ABB, INC.

By: AL Bullington
 Its: President

AL Bullington
 AL BULLINGTON

BULLINGTON FAMILY
 PARTNERSHIP, LP A/K/A BFP

By: BBB done, C.P.
 Its: BBB Bullington

Bryan Bullington
 BRYAN BULLINGTON

"EXHIBIT E" TO DEBT SETTLEMENT AGREEMENT**DEBTOR AND THE PRINCIPALS' RELEASE**

For and in consideration of the release set forth above and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Debtor and the Principals, Debtor and the Principals do hereby fully and forever remise, release, and discharge, and by these presents, do for its/their agents, servants, past, present, or future officers, shareholders, directors, employees, attorneys, representatives, parents, subsidiaries, subdivisions, affiliated or related entities, affiliates, executors, administrators, predecessors, successors, and assigns (the "Debtor Releasing Parties"), remise, release, and discharge Lender and the Bullingtons, and any of its/their heirs, agents, servants, past, present, or future officers, shareholders, directors, employees, attorneys, representatives, parents, subsidiaries, subdivisions, executors, administrators, predecessors, successors and assigns (the "Lender Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, interest, penalties, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever in law or in equity, under federal or state constitutions, statutes, laws, ordinances, or regulations, or under common law, whether known or unknown, foreseen or unforeseen, that Debtor Releasing Parties ever had, have, or could have against Lender Released Parties in connection with the subject matter relating to the Debt and to the Equipment, including but not limited to all claims related to the Bankruptcy, the 362 Motion, the Adversary Proceeding and the State Court Action, but do not release Lender or the Bullingtons from claims arising from a breach of this Agreement. Debtor further agrees to dismiss the Adversary Action with prejudice.

INTEGRATED RECYCLING GROUP OF SC, LLC

By: *J. Murphy Armstrong, Jr.*

Its: PRESIDENT

J. Murphy Armstrong, Jr.
J. MURPHY ARMSTRONG, JR.

[Signature]
MICHAEL T. ARMSTRONG

EXHIBIT B

PROMISSORY NOTE #1

\$1,400,000.00

10/27, 2011

This Note ("Promissory Note #1" or "Note") is entered into by and between **INTEGRATED RECYCLING GROUP OF SC, LLC** (referred to herein as "Borrower"), having an address for purposes herein of 5899 N MAIN ST. COMPELUS SC, 29330 and **ABB, INC.** and **BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP** (collectively referred to herein as "Lender"), having an address for purposes herein of 378 S. Monterey Dr., Moore, SC 29369, or at such other place as Lender may designate. The terms and provisions of the Debt Settlement Agreement ("Settlement Agreement") entered into between Borrower and Lender simultaneously herewith are made part of this Promissory Note #1 and incorporated herein by reference.

1. FOR VALUE RECEIVED, Borrower hereby promises to pay to the order of Lender the principal sum of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) (the "Loan Amount"), which shall bear interest at 4.00% per annum, amortized for a period of twenty (20) years, said principal and interest to be paid as follows: beginning on first (1st) day of the month immediately following the Effective Date of the Settlement Agreement, and monthly thereafter on the first (1st) day of each month, Borrower shall pay the sum of Eight Thousand Four Hundred Eighty-Three and 72/100 Dollars (\$8,483.72), with a final payment of all outstanding principal and interest no later than five (5) years after the Effective Date of the Settlement Agreement ("Maturity Date"). All principal and interest shall be paid in lawful money of the United States of America.
2. Borrower shall have the right to prepay any principal and interest of this Note prior to the Maturity Date without penalty.
3. Default: If any payment of principal and interest or other indebtedness is not received by Lender within ten (10) days of the date on which said payment is due, this Note will be considered to be in default ("Default"). "Received" shall mean that the payment has been hand-delivered to the recipient, or has been paid by electronic funds and there is a corresponding electronic transfer receipt. An event of default by Debtor under the terms of Promissory Note #2 as set forth and defined in the Settlement Agreement, shall also be an event of default under this Note.
4. Right To Cure: Borrower shall be entitled to a notice of Default and right to cure such Default within fifteen (15) days ("Right To Cure"). Borrower is entitled to such Right To Cure only one (1) time per calendar year (the first year shall begin on the Effective Date of the Settlement Agreement and continue for twelve (12) months thereafter, at which time the next year will begin and so on). If the notice of Right To Cure is given and there is no cure within the fifteen (15) days as set forth in this paragraph, then the Lender shall be entitled to pursue its remedies for Default. For purposes of the notice, "received" shall mean that the item has been placed in the United States Mail, postage prepaid, or has been hand-delivered to the recipient at

the address indicated for the Borrower above, unless another address has been designated in writing.

5. Upon Default, damages will be incurred by Lender, including additional expense in handling overdue payments, the amount of which is difficult and impractical to ascertain. Borrower therefore agrees to the terms and provisions of the Settlement Agreement. If Borrower is in Default under the terms of this Note or Promissory Note #2, subject to any right to cure, then, at the option of the holder and without notice, this Note and Promissory Note #2, together with the accrued interest and all other loan charges, shall become immediately due and payable and Lender may pursue Borrower's collateral, including but not limited to the Montana Property.

6. Borrower waives presentment, protest and demand, notice of protest, demand and dishonor and nonpayment, and agrees the Maturity Date of this Note or any installment may be extended without affecting any liability hereunder, and further promise to pay all reasonable costs and expenses, including but not limited to, attorney's fees incurred by Lender in connection with any default or in any proceeding to enforce any provision of this Note.

7. This Note may not be changed or terminated orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. All of the rights, privileges and obligations hereunder shall inure to the benefit of the heirs, successors and assigns of Lender and shall bind the heirs, successors and assigns of Borrower.

8. This Note is secured by the Collateral of the Borrower, the Pelletizer, and the Montana Property, as such terms are defined in the Settlement Agreement.

9. In the event of default by Borrower, Lender shall have all rights as set forth in the Settlement Agreement, including the right to declare default of that certain Promissory Note in the amount of \$1,700,000 entered into between the parties simultaneously herewith.

10. If any provision of this Note shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein.

11. This Note may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.

12. This Note is not intended to be a novation. There is no new debt. This Note is being executed in connection with the Settlement Agreement, which terms shall survive the execution of this Note.

13. This Note shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of law principles.

INTEGRATED RECYCLING GROUP OF SC, LLC

By: J. Murphy Armstrong Jr.Its: PRESIDENTSTATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Before me, a notary public of the state and county aforesaid, personally appeared J. MURPHY ARMSTRONG JR. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRESIDENT of Integrated Recycling Group of SC, LLC, a limited liability company doing business in the State of South Carolina, the within named Borrower and that he as such PRESIDENT, executed the foregoing instrument for the purposes therein contained, by signing the name of Integrated Recycling Group of SC, LLC by himself as such PRESIDENT.

WITNESS my hand and seal at office, on this 21th day of OCTOBER, 2011.My Commission Expires: 9/23/11

[Signature]
Notary Public

EXHIBIT C

BLANKET CONTINUING SECURITY AGREEMENT

THIS AGREEMENT made as of 10-27, 2011, under the laws of the State of South Carolina, between **ABB, INC.** and **BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP** (collectively, "Secured Party"), and **INTEGRATED RECYCLING GROUP OF SC, LLC** (the "Debtor") (all of the foregoing may hereinafter at times be referred to collectively as the "Parties" and/or individually as a "Party"). The terms and provisions of the Debt Settlement Agreement ("Settlement Agreement") entered into between Secured Party and the Debtor simultaneously herewith are made part of this Security Agreement and incorporated herein by reference. The Effective Date of this Security Agreement shall be the Effective Date of the Settlement Agreement.

WITNESSETH:

To secure the payment of an indebtedness in the amount of One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000.00), as reflected in the attached promissory note ("Promissory Note #1" or "Note") and payable pursuant to the terms of said Note, Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party, the equipment on "Exhibit A" attached hereto and specifically incorporated herein by reference (the "Equipment"), along with the property on "Exhibit B" attached hereto and specifically incorporated herein by reference (the "Property"), which the Debtor represents will be used primarily in its business, together with all property, goods and chattels of the same classes as those indicated on Exhibit A and Exhibit B, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination, all proceeds there for, if any, and all substitutions, replacements and

accessions thereto, all hereinafter referred to as the "Collateral."

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

- (a) To pay and perform all of the obligations secured by this agreement according to their terms.
- (b) To defend the title to the Collateral against all persons and against all claims and demands whatsoever which Collateral except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except those disclosed on the attached Exhibit C.
- (c) On reasonable demand of the Secured Party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Collateral and pay all cost of filing in connection therewith.
- (d) To retain possession of the tangible Collateral during the existence of this agreement and except in the ordinary course of business, not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party or payment in full of the obligation due under Promissory Note #1.
- (e) To keep the Equipment at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.
- (f) To keep the Collateral free and clear of all liens, charges, encumbrances, taxes

and assessments except for liens and/or claims that exist and have been disclosed at the time of the execution of this Security Agreement as indicated on Exhibit C.

(g) To keep the Equipment at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.

(h) To keep the Equipment and inventory insured against loss by fire (including extended coverage), theft, and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the Equipment and/or inventory and shall promptly file proofs of loss with insurers.

(i) To immediately notify the Secured Party in writing of any change or in discontinuance of Debtor's place or places of business.

2. GENERAL PROVISIONS.

(a) The Note is a separate instrument and may be negotiated by Secured Party without releasing Debtor or the Collateral. Debtor consents to any extension of time of payment.

(b) Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this

security agreement, shall not constitute a waiver of any subsequent or other default or failure.

(c) Notice to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address as follows or otherwise designated in writing:

To Debtor:
Integrated Recycling Group of SC, LLC
5899 N. Main Street
Cowpens, SC 29330

To Secured Party:
ABB, Inc.
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

To Secured Party:
Bullington Family Partnership, LP
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

(d) The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement.

(e) The following shall constitute a default by Debtor:

Failure to pay the principal or any installment of principal or of interest on the Note when due.

An event of default as defined in the Note, the Settlement Agreement and/or that certain Cross Default Agreement executed simultaneously herewith.

Failure by Debtor to comply with or perform any provision of this Security

Agreement or the Settlement Agreement.

False or misleading representations or warranties made or given by Debtor in connection with this agreement.

Subjection of the Collateral to levy of execution or other judicial process.

Commencement of any insolvency proceeding by or against the Debtor which had not been instituted at the time of the execution of this agreement.

Any material reduction in the value of the Collateral, other than due to normal depreciation or normal wear and tear, or an act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

(f) Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as are accorded to a secured party by the applicable section of the Uniform Commercial Code respecting "default" in effect as of the date of this agreement.

Upon any default, the Secured Party's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the Collateral shall be chargeable to the Debtor.

The Debtor shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand.

If the Debtor shall default in the performance of any of the provisions of this

agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion may: (1) enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the Collateral, or render it unusable, or dispose of the Collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to make the Collateral available to the Secured Party at the place of the Debtor's operations; or (3) Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor as shown above, at least seven (7) days before the time of the sale or disposition.

(g) Secured Party may assign this agreement and if assigned, the assignee shall be entitled, upon notifying the Debtor in writing with the written agreement of Secured Party, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder.

(h) The Secured Party has a valid and perfected Security Interest in the Collateral, as evidenced by the certain UCC-1 Financing Statement attached hereto as Exhibit D, and the certain UCC-3 Continuation attached hereto as Exhibit E (together, the "UCC Statements"). The Secured Party is hereby authorized to amend or continue said UCC Statements, or to file such

additional Financing Statement(s), as the Secured Party deems appropriate and necessary to protect its interest in the Collateral.

(i) This Security Agreement is further subject to all of the terms and conditions of the Settlement Agreement between and among the respective parties to said Settlement Agreement. The Settlement Agreement is made a part of this Security Agreement to the same extent and with the same force and effect as if it were fully set forth herein.

(j) The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SIGNATURES ON FOLLOWING 3 PAGES)

INTEGRATED RECYCLING GROUP OF SC, LLC

By: J. Murphy Armstrong Jr.
Its: PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared J. Murphy Armstrong Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Integrated Recycling Group of SC, LLC, a limited liability company doing business in the State of South Carolina, the within named Debtor and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of Integrated Recycling Group of SC, LLC by himself as such President.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy
Notary Public

My Commission Expires: 9/23/14

J. Murphy Armstrong, Jr.
J. MURPHY ARMSTRONG, JR.

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Personally appeared before me, James H. Cassidy, a Notary Public in and for said State and County, J. Murphy Armstrong, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy
Notary Public

My Commission Expires: 9/23/14

Michael T. Armstrong
MICHAEL T. ARMSTRONG

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Personally appeared before me, James H. Cassidy, Jr., a Notary Public in and for said State and County, Michael T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy, Jr.
Notary Public

My Commission Expires: 9/23/14

ABB, INC.

By: ABB, Inc.

Its: ABB Bullington, Jr.

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared ABB Bullington, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of ABB, Inc., a corporation doing business in the State of South Carolina, the within named Secured Party and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of ABB, Inc. by himself as such President.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy, Jr.
Notary Public

My Commission Expires: 9/23/14

BULLINGTON FAMILY PARTNERSHIP, LP A/K/A BFPBy: ABB Inc. G.P.Its: AB BullingtonSTATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared AB Bullington Jr.; with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the GP of Bullington Family Partnership, LP a/k/a BFP, the within named Secured Party and that he as such GP, executed the foregoing instrument for the purposes therein contained, by signing the name of Bullington Family Partnership, LP a/k/a BFP by himself as such GP.

WITNESS my hand and seal at office, on this 27th day of October, 2011.

James H. Perry
Notary Public
My Commission Expires: 2/23/14

"EXHIBIT A" TO SECURITY AGREEMENT

EQUIPMENT

1. Margasa TN 1500 (Tearing Line 2) and all pieces of equipment on invoice 197/06, manufactured by Margasa, with serial number 603.803, including 5 motors
2. Pierret Cutter and metal detector, serial number X0707645160 (Cutter No. 1)
3. Pierret Cutter with transfer conveyor, serial number x0703638160 (Cutter No. 2)
4. Tex-Mach, Inc. Continental Horizontal Bale Press, 575 Volts, Serial No. 2876 and 6" Hump Magnet (Horizontal Press)
5. Hauser QLA 3100 Panel Cutter manufactured by Parker Hannifin Gmbh, serial number 20050410
6. Milling Machine
7. Lift Truck
8. Replacement Barrel and Screw for the NGR manufactured by Next Generation Pelletizer
9. Antec Computer with gigabyte board, serial number GA-81945P-G
10. Acer computer monitor, serial number X10-60273
11. Bridgeport Sander, serial number j-82355 and all associated bits and milling tools
12. Sunby surface grinder, serial number 13453
13. Ball and Jewell grinder and all screens, serial number 32789 (Grinder 1)
14. Rapid granulator grinder and all screens, serial number 601410 (Grinder 2)
15. Herboldt Grinder #55830, Blower and Conveyor from Syncot Plastics, Inc.

"EXHIBIT B" TO SECURITY AGREEMENT

All of Debtor's right, title and interest in the following personal property ("Collateral") (each capitalized term as defined in Article 9 of the South Carolina Uniform Commercial Code), wherever located and whether now owned by Debtor or hereafter acquired, including but not limited to:

- a) all Inventory;
- b) all General Intangibles;
- c) all Accounts;
- d) all Chattel Paper;
- e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services;
- f) all Equipment, including, but not limited to, those items listed on "Exhibit A";
- g) all Commercial Tort Claims;
- h) all Letter-of-Credit Rights;
- i) all parts, replacements, substitutions, profits, products, Accessions and cash and non-cash Proceeds and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral shall include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

"EXHIBIT C" TO SECURITY AGREEMENT**EXISTING CLAIMS**

Internal Revenue Service ("IRS"): According to its Amended Proof of Claim filed on June 15, 2011, the IRS claims a lien on all property of the Debtor in the amount of \$180,963.46. The claimed lien is based on unpaid FICA taxes for the following tax periods: 9/30/2009, 12/31/2009, 03/31/2010, and 06/30/2010. Further according to said Amended Proof of Claim, Notice of Tax Liens were filed on August 27, 2010, and August 29, 2010.

S.C. Department of Revenue ("SCDOR"): According to its Proof of Claim filed on May 18, 2011, the SCDOR claims a lien on all property of the Debtor in the amount of \$7,036.82. The claimed lien is based on Employer Withholding tax penalties for the following periods: 09/01/2009, 12/01/2009, 03/01/2010, 06/01/2010, and 09/01/2010. Further according to said Proof of Claim, Tax Liens were filed on September 13, 2010, November 5, 2010, December 30, 2010, and March 28, 2011.

S.C. Department of Employment and Workforce ("SCDEW"): SCDEW claims a lien on the property of the Debtor in the amount of \$1,077.19. The lien is based on employment taxes for the year 2009.

EXHIBIT D

UCC1

STATE OF SOUTH CAROLINA FILING FEES

\$ 8.00 - For the FIRST TWO pages \$20.00 - Public Finance Transaction
 \$ 2.00 - For THIRD page \$20.00 - Manufactured Home Transaction
 \$ 1.00 - Each ADDITIONAL page after the THIRD page

For each additional Debtor more than two (2), add \$2.00 for each additional Debtor

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional) Al Bullington	
B SEND ACKNOWLEDGMENT TO (Name and Address) ABB, Inc. 368 Tyger Ranch Road Buffalo, SC 29321	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) do not abbreviate or combine names					
1a ORGANIZATION'S NAME Integrated Recycling Group of SC, LLC					
OR					
1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX					
1c MAILING ADDRESS 5899 North Main Street CITY Cowpens STATE SC POSTAL CODE 29330 COUNTRY					
1d TAX ID # (Organizations) (Optional)	ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION	1f JURISDICTION OF ORGANIZATION	1g ORGANIZATIONAL ID # if any ☐ NONE	
2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) do not abbreviate or combine names					
2a ORGANIZATION'S NAME					
OR					
2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX					
2c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY					
2d TAX ID # (Organizations) (Optional)	ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION	2g ORGANIZATIONAL ID # if any ☐ NONE	
3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)					
3a ORGANIZATION'S NAME ABB, Inc.					
OR					
3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX					
3c MAILING ADDRESS 368 Tyger Ranch Road CITY Buffalo STATE SC POSTAL CODE 29321 COUNTRY					

4 This FINANCING STATEMENT covers the following collateral

First Security Interest in the following personal property (including any proceeds and products), whether now owned or later acquired, wherever located, Accounts Receivable, Equipment, Furniture, Fixtures, Inventory, Instruments, Chattel Paper, General Intangibles.

5 ALTERNATIVE DESIGNATION (if applicable)	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEY/BAILEY	SELLER/BUYER	AD LIEN	NON-UCC FILING
6 The FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if recorded.	7 REQUEST SEARCH REPORT(S) ON UCC 11 FORM			All Debtors	Debtor 1	Debtor 2
8 OPTIONAL FILER REFERENCE DATA						

FILING OFFICE COPY - SC SECRETAR

060327-1031123

UCC-1 FINANCING STATEMENT

Lapse Date 03/27/2011 10 31 12 Filing Fee 8 ORIG

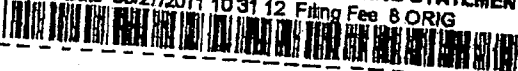


EXHIBIT E

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Gregory J. English	864-242-8247
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Wyche Burgess Freeman & Parham P.O. Box 728 Greenville, SC 29602-0728	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

060327-1031123

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor at ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c.

☐ DELETE name: Give record name to be deleted in Item 6a or 6b.

☐ ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME			
Integrated Recycling Group of SC, LLC			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
---------------------	--	------	-------	-------------	---------

7d. TAX ID# (Organizations)	ADD'L INFO RE ORGANIZATION	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
DO NOT USE	DEBTOR			

8. AMENDMENT (COLLATERAL CHANGE): check only one box. ☐ NONE

Describe collateral: ☐ deleted or ☐ added, or give entire ☒ (revised collateral) description, or describe collateral ☐ assigned.

First security interest in the following personal property (including any proceeds and products), whether now or later acquired, wherever located: accounts receivable, equipment, furniture, fixtures, inventory, instruments, chattel paper, and general intangibles

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
ABB, Inc.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(01/01/2011)

110316-0941635

UCC-3 CONTINUATION

Lapse Date: 03/27/2016 09:41:53 Filing Fee: 8 ORIG

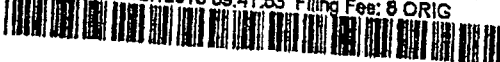


EXHIBIT D

CONTINUING PELLETIZER SECURITY AGREEMENT

THIS AGREEMENT made as of 10/27, 2011, under the laws of the State of South Carolina, between ABB, INC. and BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP (collectively, "Secured Party"), INTEGRATED RECYCLING GROUP OF SC, LLC (the "Debtor"), and J. MURPHY ARMSTRONG, JR. and MICHAEL T. ARMSTRONG (together, the "Principals") (all of the foregoing may hereinafter at times be referred to collectively as the "Parties" and/or individually as a "Party"). The terms and provisions of the Debt Settlement Agreement ("Settlement Agreement") entered into between Parties simultaneously herewith are made part of this Security Agreement and incorporated herein by reference. The Effective Date of this Security Agreement shall be the Effective Date of the Settlement Agreement.

WITNESSETH:

To secure the payment of an indebtedness in the amount of One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000.00), as reflected in the attached promissory note ("Promissory Note #1" or the "Note") and payable pursuant to the terms of said Note, Principals hereby grant and convey to the Secured Party a security interest in, and mortgage to the Secured Party, that certain 60 Ton Air Cooled Pelletizing Machine/Cooler, Model #NGR105VSP, Series #Q02028 (the "Pelletizer"), which the Principals represent will be used primarily in Debtor's business, together with all proceeds there for, if any, and all substitutions, replacements and accessions thereto, all hereinafter referred to as the "Collateral."

1. PRINCIPALS WARRANT, COVENANT AND AGREE AS FOLLOWS:

- (a) To defend the title to the Collateral against all persons and against all claims

and demands whatsoever which Collateral except for the security interest granted hereby, is lawfully owned by the Principals and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments.

(b) On reasonable demand of the Secured Party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Collateral and pay all cost of filing in connection therewith.

(c) To retain possession of the Collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party or payment in full of the obligation due under Promissory Note #1. Secured Party hereby consents to the lease of the Collateral to the Debtor. Secured Party is entitled to an assignment of all rents (see Assignment of Leases, Rents and Profits attached hereto as Exhibit A and incorporated herein by reference).

(d) To keep the Collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.

(e) To keep the Collateral free and clear of all liens, charges, encumbrances, taxes and assessments.

(f) To keep the Collateral, at Principals' own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and

to make same available for inspection by the Secured Party at all reasonable times.

(g) To keep the Collateral insured against loss by fire (including extended coverage), theft, and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Principals to do so. Principals shall give immediate written notice to the Secured Party and to insurers of loss or damage to the Collateral and shall promptly file proofs of loss with insurers.

(h) To immediately notify the Secured Party in writing of any change or in discontinuance of Principals' place or places of business.

2. GENERAL PROVISIONS.

(a) The Note is a separate instrument and may be negotiated by Secured Party without releasing Principals or the Collateral. Principals consent to any extension of time of payment.

(b) Waiver of or acquiescence in any default by the Principals, or failure of the Secured Party to insist upon strict performance by the Principals of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

(c) Notice to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address as follows or otherwise designated in writing:

To Debtor:
Integrated Recycling Group of SC, LLC
5899 N. Main Street
Cowpens, SC 29330

To Principal:
J. Murphy Armstrong, Jr.
1425 Parkins Mill Rd.
Greenville SC 29607

To Principal:
Michael T. Armstrong
10 Rockwood Dr
Greenville, SC. 29605

To Secured Party:
ABB, Inc.
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

To Secured Party:
Bullington Family Partnership, LP
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

(d) The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement.

(e) The following shall constitute a default hereunder:

Debtor's failure to pay the principal or any installment of principal or of interest on the Note when due.

An event of default as defined in the Note, the Settlement Agreement and/or that certain Cross Default Agreement executed simultaneously herewith.

Failure by Principals to comply with or perform any provision of this Security Agreement or the Settlement Agreement.

False or misleading representations or warranties made or given by Principals in connection with this agreement.

Subjection of the Collateral to levy of execution or other judicial process.

Commencement of any insolvency proceeding by or against the Principals which had not been instituted at the time of the execution of this agreement.

Any material reduction in the value of the Collateral, other than due to normal depreciation or normal wear and tear, or an act of the Principals which imperils the prospect of full performance or satisfaction of the Principals' obligations herein.

(f) Upon any default hereunder and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as are accorded to a secured party by the applicable section of the Uniform Commercial Code respecting "default" in effect as of the date of this agreement.

Upon any default, the Secured Party's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the Collateral shall be chargeable to the Principals.

Debtor shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand.

If the Principals shall default in the performance of any of the provisions of this agreement on the Principals' part to be performed, Secured Party may perform same for the Principals' account and any monies expended in so doing shall be chargeable with interest to the Principals and added to the indebtedness secured hereby.

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion may: (1) enter upon Principals' and/or Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the Collateral, or render it unusable, or dispose of the Collateral on the Principals' and/or Debtor's premises and the Principals agree not to resist or interfere; (2) require Principals to make the Collateral available to the Secured Party at the place of the Principals' and/or Debtor's operations; or (3) Secured Party will give Principals reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Principals as shown above, at least seven (7) days before the time of the sale or disposition.

(g) Secured Party may assign this agreement and if assigned, the assignee shall be entitled, upon notifying the Principals in writing with the written agreement of Secured Party, to performance of all of Principals' obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder.

(h) The Secured Party has a valid and perfected Security Interest in the Collateral, as evidenced by that certain UCC-1 Financing Statement attached hereto as Exhibit B, and that certain UCC-1 Financing Statement, as continued and assigned to the Secured Party, attached hereto

as Exhibit C (together, the "UCC Statements"). The Secured Party is hereby authorized to amend or continue said UCC Statements, or to file such additional Financing Statement(s), as the Secured Party deems appropriate and necessary to protect its interest in the Collateral.

(i) This Security Agreement is further subject to all of the terms and conditions of the Settlement Agreement between and among the respective parties to said Settlement Agreement. The Settlement Agreement is made a part of this Security Agreement to the same extent and with the same force and effect as if it were fully set forth herein.

(j) The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SIGNATURES ON FOLLOWING 3 PAGES)

INTEGRATED RECYCLING GROUP OF SC, LLC

By: J. Murphy Armstrong Jr.Its: PRESIDENTSTATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Before me, a notary public of the state and county aforesaid, personally appeared J. Murphy Armstrong Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRES of Integrated Recycling Group of SC, LLC, a limited liability company doing business in the State of South Carolina, the within named Principals and that he as such PRES, executed the foregoing instrument for the purposes therein contained, by signing the name of Integrated Recycling Group of SC, LLC by himself as such PRES.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy
Notary Public

My Commission Expires: 9/23/14

J. Murphy Armstrong, Jr.
J. MURPHY ARMSTRONG, JR.

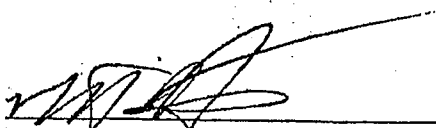
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, J. Murphy Armstrong, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy
Notary Public

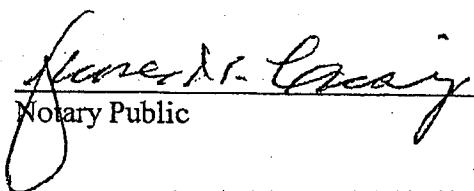
My Commission Expires: 9/23/14


MICHAEL T. ARMSTRONG

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

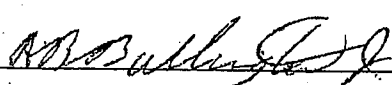
Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, Michael T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.


Notary Public

My Commission Expires: 9/23/14

ABB, INC.

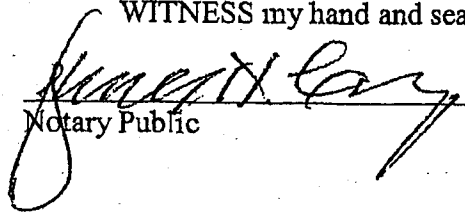
By: 

Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared A.B. Bollinger Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRES of ABB, Inc., a corporation doing business in the State of South Carolina, the within named Secured Party and that he as such PRES, executed the foregoing instrument for the purposes therein contained, by signing the name of ABB, Inc. by himself as such PRES.

WITNESS my hand and seal at office, on this 27 day of OCTOBER, 2011.


Notary Public

My Commission Expires: 9/23/14

BULLINGTON FAMILY PARTNERSHIP, LP A/K/A BFP

By: ABP Inc. G.P.

Its: AB Bullington President

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Before me, a notary public of the state and county aforesaid, personally appeared A.B. Bullington, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the G.P. of **Bullington Family Partnership, LP a/k/a BFP**, the within named Secured Party and that he as such G.P., executed the foregoing instrument for the purposes therein contained, by signing the name of **Bullington Family Partnership, LP a/k/a BFP** by himself as such G.P.

WITNESS my hand and seal at office, on this 27 day of OCTOBER, 2011.

James H. Gray
Notary Public

My Commission Expires: 9/23/11

EXHIBIT A TO CONTINUING PELLETIZER SECURITY AGREEMENT

STATE OF SOUTH CAROLINA)
 :
 COUNTY OF SPARTANBURG) ASSIGNMENT OF LEASES,
 :
) RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (hereinafter called "Assignment of Leases") is made this 27th day of October, 2011, by J. MURPHY ARMSTRONG, JR. and MICHAEL T. ARMSTRONG (hereinafter called "Assignor"), whose address for purposes hereof is 5899 N MAIN ST. COWpens, SC 29338, ABB, INC. and BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP (hereinafter called "Assignee").

WITNESSETH:

Assignor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, the following:

A. All rights, interests and estates of Assignor in, to and under all lease agreements of or pertaining to that certain 60 Ton Air Cooled Pelletizing Machine/Chiller, Model #NGR105VSP, Series #Q02028 or the improvements located thereon (the "Subject Property"), together with all renewals and extensions of such lease agreements and other instruments and all other lease agreements that may hereafter be entered into, and which cover a portion of the Subject Property (all such lease agreements, other instruments, renewals and extensions being herein called the "Leases"); and

B. All rents, rentals and other sums of money that may now and at any time hereafter become due and payable to Assignor under the terms of the Leases; and

C. Any and all monies, awards or other payments paid or payable by any and all Lessees under the Leases in lieu of rent including but not limited to any damages (all such monies, awards or payments including but not limited to damages herein collectively called the "Damages") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Subject Property, and

D. Any and all revenues, profits, royalties, rights and benefits for the Subject Property.

This Assignment of Leases is made by Assignor as additional security for the payment of the following Note, obligation, indebtedness and liabilities: (a) that certain Promissory Note from Integrated Recycling Group of SC, LLC to ABB, INC. and BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP dated 10-27, 2011, in the principal amount of One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000.00), with interest at the rate or rates therein provided, both principal and interest being payable as therein provided, and containing a provision for the payment of a reasonable additional amount as attorney's fees, and all other notes given in substitution therefor or in renewal or extension thereof, in whole or in part (hereinafter called the "Note").

1. Assignor hereby represents, covenants and warrants unto Assignee that Assignor is the sole owner of the entire Lessor's interest in the Leases, that Assignor has not executed any prior assignments of the Leases or the rents, rentals and other sums of money that become due and payable thereunder; that no rent reserved in the Leases or any of them has been assigned or anticipated and no rent for any period subsequent to the date of this assignment has been collected in advance of the time when the same became due under the terms of the applicable Lease; that Assignor has performed no act or executed any other instrument which might prevent Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; that Assignor has not executed or granted any modifications to any existing Leases except as previously disclosed to Assignee; that all existing Leases are valid and in full force and effect; that there exists no defense, counterclaim or set off to the payment of the rent under the Leases; and that there are no defaults now existing under the Leases and no event has occurred which with the passage of time or the giving of notice, or both would constitute a default.

2. Assignor agrees that, so long as the indebtedness evidenced by the Note or any part thereof shall remain unpaid, Assignor will make no assignment, pledge or disposition of the Leases or the rents, rentals and other sums of money that become due and payable thereunder; nor will Assignor subordinate any of the Leases to any deed of trust or mortgage or any other encumbrances of any kind or permit, consent or agree to such subordination; nor will Assignor reduce the rent, rentals or other sums of money payable under any of the Leases, modify, alter or amend the Leases or give any consent, concession or waiver or exercise any option required or permitted by the terms of any of the Leases; nor will Assignor cancel or terminate any of the Leases, accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of Lessee thereunder; nor will Assignor consent to an assignment or sublease of the interest and estate of the Lessees under any of the Leases, except as permitted by the terms of a Lease which has previously been approved by Assignee; nor will Assignor modify or change the terms of any guaranty of any of the Leases or cancel or terminate such guaranty; nor will Assignor enter into additional Leases covering any portion of the Subject Property except generally in the standard form of

Lease approved by Assignee without first having obtained the written consent of Assignee; and any such acts, if done or permitted to be done without the prior written consent of Assignee, shall be null and void and shall constitute a default under the Note and Security Interest.

3. Assignor covenants with Assignee to observe and perform all the obligations imposed upon the Lessor under the Leases and not to do or permit to be done anything to impair the security thereof; to exercise any option or election contained in or relating to any of the Leases which Assignee shall require; at Assignee's request to assign and transfer to Assignee by specific assignment of Leases, in the form of this Assignment of Leases, any and all subsequent Leases upon all or any part of the Subject Property (it being understood and agreed that no such specific assignment shall be required for such subsequent Leases to be covered by and included within this Assignment of Leases as provided herein); and to execute and deliver at the request of Assignee all such further assignments in the premises covered by the Leases as Assignee shall from time to time require.

4. This instrument is a present assignment of Assignor's rights in the Leases. Assignee shall have the right, power and privilege (but shall be under no duty) immediately to demand, collect and sue for, in its own name, or in the name of the Assignor, all rents, rentals and other sums of money due and payable under the Leases, as they become due and payable, including those past due and unpaid, and to apply such rents, rentals and other sums of money to the payment of the Note and other indebtedness secured by the Security Interest, principal, interest, attorneys' and collection fees, in such order as the Assignee in its sole discretion may determine, as the same may be due and payable. Notwithstanding the foregoing, until an "Event of Default" as defined in the Note and in that certain Continuing Pelletizer Security Agreement (hereinafter the "Security Interest") and Debt Settlement Agreement executed simultaneously herewith, Assignee shall not collect rents or other revenues pursuant to its rights hereunder, and Assignee shall permit Assignor to collect such rents and revenues. Upon an Event of Default as defined in the preceding sentence, Assignee shall have the right, power and privilege (but shall be under no duty) to take possession of the Subject Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper and Assignee may apply any rents, rentals and other sums of money received hereunder to the payment (in such order as Assignee may determine) of: (a) all reasonable and customary expenses of managing the Subject Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Subject Property, including without being limited thereto, all taxes, assessments, charges, claims, utility costs, and premiums for insurance, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Subject Property and/or collecting the rents, rentals and other sums of money due and payable under the Leases; and (b) the Note and other indebtedness secured by the Security Interest, principal, interest, attorneys' and collection fees, in such

order as Assignee in its sole discretion may determine. A written demand by Assignee on each Lessee for the payment of rent, rentals and other sums of money that become due under the Leases shall be sufficient to warrant such Lessee to make all future payments of such rents, rentals and other sums of money directly to Assignee without the necessity for further consent by Assignor. Each such Lessee shall be entitled to rely upon a written demand by Assignee for such payment and shall be fully protected from any claims by Assignor for all payments made to Assignee after receipt by such written demand.

5. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Subject Property, or any part thereof, or from any other act or omission of Assignee in managing the Subject Property, nor shall Assignee be obligated to perform or discharge any obligation, duty or liability under said Leases or under or by reason of this instrument or the exercise of rights or remedies hereunder. Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this instrument or the exercise of rights or remedies hereunder and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases except for acts or failures to act constituting willful misconduct or bad faith by Assignee. Should Assignee incur any such liability under the Leases or under or by reason of this instrument or the exercise of rights or remedies hereunder or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand, failing which Assignee may, at its option, declare all indebtedness secured hereby and by the Security Interest to be immediately due and payable. This Assignment of Leases shall not operate to place responsibility upon Assignee for the control, care, management or repair of the Subject Property, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Subject Property by the tenants or by any other parties or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

6. Nothing contained herein and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Security Interest or a waiver or curing of any default hereunder or under the Note and/or the Security Interest, and this Assignment of Leases is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and the Security Interest. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or

subsequent to any action taken by it hereunder.

7. If the Note and all other indebtedness secured hereby and by the Security Interest be paid as the same becomes due and payable and if all of the covenants, warranties, undertakings and agreements made in the Security Interest and the Debt Settlement Agreement and in this Assignment of Leases are kept and performed, this Assignment of Leases shall become null and void and of no further force and effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Note or such other indebtedness to remain unpaid or any of such covenants, warranties, undertakings and agreements not to be kept or performed shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment of Leases and any person may, and is hereby authorized to rely thereon. Assignor hereby authorizes and directs the Lessees named in the Leases or any other or future Lessee or occupant of the premises described therein or of the Subject Property or any part thereof, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and Security Interest and to pay over to Assignee all rents, rentals and other sums of money arising or accruing under any of the Leases or from the Premises described therein or any other portion of the Subject Project and to continue so to do until otherwise notified by Assignee.

8. Assignee shall be and is deemed to be the creditor of each Lessee under the Leases in respect of any and all claims for damages, assignment for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Lessee (without obligation on the part of Assignee, however, to file or make timely filings in such proceeding or otherwise to pursue creditor's rights therein). Assignor hereby assigns to Assignee any and all damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceeding with option to Assignee to apply damages or any money received by Assignee as such creditor in reduction of the indebtedness (in the inverse order of maturity) secured by or to be paid under the Security Interest. Assignor hereby appoints Assignee attorney-in-fact to appear in any action and/or to collect any such money or payment.

9. Assignee may take or release other security for the payment of the Note and other indebtedness secured by the Security Interest, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Note and such other indebtedness without prejudice to any of its rights under this Assignment of Leases.

10. Assignee may at any time and from time to time in writing (a) waive compliance by Assignor with any covenant herein made by Assignor to the extent and in the manner specified in such writing; (b) consent to Assignor doing any act which hereunder Assignor is

prohibited from doing, or consent to Assignor failing to do any act which hereunder Assignor is required to do, to the extent and in the manner specified in such writing; or (c) release any part of the Subject Property and/or Leases, or any interest therein from this Assignment of Leases. No such act shall in any way impair the rights of Assignee hereunder except to the extent specifically agreed to by Assignee in such writing.

11. The rights and remedies of Assignee hereunder shall not be impaired by any indulgence, including but not limited to (a) any renewal, extension or modification which Assignee may grant with respect to any indebtedness secured hereby, (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Assignee may grant in respect of any item of the Subject Property and/or the Leases or any part thereof of any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of any indebtedness secured hereby.

12. A determination that any provision of this Assignment of Leases is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment of Leases to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

13. Notwithstanding the conveyance or transfer of title to any or all of the Subject Property to any Lessee under any of the Leases, the Lessee's leasehold interest under such Lease shall not merge into the title and the Lessee shall remain obligated under such Lease as assigned by this Assignment of Leases.

14. The terms, provisions, representations and warranties herein contained shall be binding upon Assignor and the successors and assigns of Assignor, and shall inure to the benefit of Assignee, its successors and assigns. All references in this Assignment of Leases to Assignor or Assignee shall be deemed to include all such successors and assigns of such respective party.

15. Within this Assignment of Leases, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. References in this Assignment of Leases to "herein," "hereunder" or "hereby" shall refer to this entire Assignment of Leases, unless the context otherwise requires.

16. Assignor and Assignee submit to the jurisdiction of any Court of competent jurisdiction within the State of South Carolina. Assignor and Assignee agree that any action concerning this Assignment, the Note or any other Loan Document, whether initiated by Assignee, Assignor or any other party, shall be tried only in a Court of competent jurisdiction within the State of South Carolina. All matters arising hereunder shall be determined in

accordance with the law and practice of such South Carolina court. Assignor further agrees to comply with all requirements necessary to give such court in personam jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested, to the Assignor at Assignor's address set forth above or any new address of which Assignee has been notified by Assignor in writing.

17. ASSIGNOR AND ASSIGNEE WAIVE, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT AND IN ANY LITIGATION CONCERNING ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE THAT ASSIGNOR MAY ASSERT AGAINST ASSIGNEE.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Leases to be executed on the day, month and year first above written.

J. Murphy Armstrong, Jr.
J. MURPHY ARMSTRONG, JR.

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Personally appeared before me, James H. Cassidy, a Notary Public in and for said State and County, J. Murphy Armstrong, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy
Notary Public

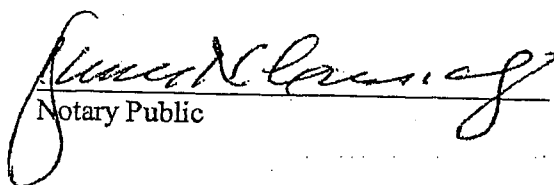
My Commission Expires: 9/23/14


MICHAEL T. ARMSTRONG

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, Michael T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.


Notary Public

My Commission Expires: 9/23/14

EXHIBIT B

~~UNCLASSIFIED TO CONFIDENTIAL~~

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Pam Gilliam 864-594-5887

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

First National Bank of the South
P. O. Box 3600
Spartanburg, SC 29304

1. INITIAL FINANCING STATEMENT FILE #

040808-953237

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

2. TERMINATION: If the effectiveness of the Financing Statement identified above is terminated with respect to security interests of the Secured Party authorizing this Termination Statement, to be filed for record in the REAL ESTATE RECORDS.

3. CONTINUATION: If the effectiveness of the Financing Statement identified above with respect to security interests of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (for or against): One name of assignor in item 7a or 7b and address of assignee in item 7c; the assignor's name of assignor in item 8.

5. AMENDMENT PARTY INFORMATION: This Amendment affects ☐ Debtor ☒ Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and 7.☐ CHANGE name and/or address (this current record must be in item 8a or 8b; also give new name if name changed in item 7a or 7b; also give new address if address changed in item 7c). ☐ COMPLETELY NEW RECORD: This record must be filed in item 8a or 8b. ☐ ADD name: Complete item 7a or 7b, and also item 7c if applicable (item 7a or 7b of applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
ARMSTRONG & COOR 6b. INDIVIDUAL'S LAST NAME
ARMSTRONG

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
ON 7b. INDIVIDUAL'S LAST NAME

7c. MAILING ADDRESS

7d. TAX ID # (SEE ITEM 1) ADD'L INFO (E.g., TYPE OF ORGANIZATION) 7e. JURISDICTION OF ORGANIZATION 7f. ORGANIZATION'S 7g. IF any

8. AMENDMENT (COLLATERAL CHANGE) check only one box.

☐ is to the collateral ☐ is to the debt ☐ is to the collateral description, or change the collateral ☐ is to the collateral

00 TON AIR COOLED PALLETIZING MACHINE/OHLLER

MODEL #NGR105VSP

SERIES #Q02028

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.9a. ORGANIZATION'S NAME
ON FIRST NATIONAL BANK OF THE SOUTH

9b. INDIVIDUAL'S LAST NAME

9c. INDIVIDUAL'S FIRST NAME

10. OPTIONAL FILER REFERENCE DATA
400714400

FILING OFFICE COPY -- NATIONAL UCC FINANCING

080114-1018428 UCC-3 CONTINUATION

Lapse Date: 06/03/2014 10:16:42 Filing Fee: \$ ORIO

EXHIBIT C

~~EXHIBIT E TO COMPLAINT~~

UCC1

STATE OF SOUTH CAROLINA FILING FEES

\$ 8 00 - For the FIRST TWO pages \$20 00 - Public Finance Transaction
 \$ 2 00 - For THIRD page \$20 00 - Manufactured Home Transaction

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

\$ 1 00 - Each ADDITIONAL page after the THIRD page

For each additional Debtor more than two (2), add \$2 00 for each additional Debtor

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO (Name and Address)

ABB, Inc.
 PO Box 15127
 Spartanburg, SC 29302

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME

OR 1b INDIVIDUAL'S LAST NAME

Integrated Recycling Group of SC, LLC

1c MAILING ADDRESS

5899 North Main Street

CITY

Cowpens

STATE

SC

29330

COUNTRY

1d TAX ID # (Organizations)

ADDL INFO RE ORGANIZATION

1e TYPE OF ORGANIZATION

1f JURISDICTION OF ORGANIZATION

1g ORGANIZATIONAL ID #, if any

(Optional)

LLC

SC

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME

2c MAILING ADDRESS

FIRST NAME

MIDDLE NAME

SUFFIX

CITY

STATE

SC

29302

COUNTRY

2d TAX ID # (Organizations)

ADDL INFO RE ORGANIZATION

2e TYPE OF ORGANIZATION

2f JURISDICTION OF ORGANIZATION

2g ORGANIZATIONAL ID #, if any

(Optional)

NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR SP) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME

OR 3b INDIVIDUAL'S LAST NAME

ABB, Inc.

3c MAILING ADDRESS

FIRST NAME

MIDDLE NAME

SUFFIX

CITY

Spartanburg

STATE

SC

29302

COUNTRY

4. This FINANCING STATEMENT covers the following collateral

Next Generation Recycling Machine AKA Pelletizer
 Model: NGR105 VSP
 Machine # Q-02028

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSOR/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BALES/BAILOR ☐ SELLER/BUYER ☐ AS LIEN ☐ NON-UCC FILING
 6. THIS FINANCING STATEMENT is to be filed (or recorded) (or recorded) in the REAL ESTATE RECORDS. Attach Address ☐ ☐ ☐
 7. REQUEST SEARCH REPORT(S) ON UCC11 FORM ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
 8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - SC SECRETARY

080731-0848367

UCC-1 FINANCING STATEMENT

Lapse Date 07/31/2011 09 48 36 Filing Fee 8 ORIG



EXHIBIT E

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey		864-349-2606
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Integrated Recycling Group of SC, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5899 N. Main St.		CITY Cowpehs	STATE SC	POSTAL CODE 29330
1d. TAX ID# (Organizations) DO NOT PROVIDE		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION South Carolina
				1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX ID# (Organizations) DO NOT PROVIDE		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME ABB, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o Al Bullington 378 S. Monterey Dr.		CITY Moore	STATE SC	POSTAL CODE 29369
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

A first security interest in the property listed on Exhibit A to Security Agreement and Exhibit B to Security Agreement, both of which are attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):		☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM		NOT USED			

8. OPTIONAL FILER REFERENCE DATA
Integrated Recycling Group of SC, LLC

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

"EXHIBIT A" TO SECURITY AGREEMENT

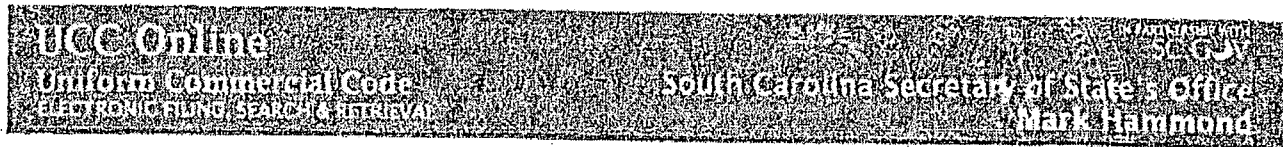
EQUIPMENT

1. Margasa TN 1500 (Tearing Line 2) and all pieces of equipment on invoice 197/06, manufactured by Margasa, with serial number 603.803, including 5 motors
2. Pierret Cutter and metal detector, serial number X0707645160 (Cutter No. 1)
3. Pierret Cutter with transfer conveyor, serial number x0703638160 (Cutter No. 2)
4. Tex-Mach, Inc. Continental Horizontal Bale Press, 575 Volts, Serial No. 2876 and 6" Hump Magnet (Horizontal Press)
5. Hauser QLA 3100 Panel Cutter manufactured by Parker Hannifin GmbH, serial number 20050410
6. Milling Machine
7. Lift Truck
8. Replacement Barrel and Screw for the NGR manufactured by Next Generation Pelletizer
9. Antec Computer with gigabyte board, serial number GA-81945P-G
10. Acer computer monitor, serial number X10-60273
11. Bridgeport Sander, serial number j-82355 and all associated bits and milling tools
12. Sunby surface grinder, serial number 13453
13. Ball and Jewell grinder and all screens, serial number 32789 (Grinder 1)
14. Rapid granulator grinder and all screens, serial number 601410 (Grinder 2)
15. Herboldt Grinder #55830, Blower and Conveyor from Syncot Plastics, Inc.

"EXHIBIT B" TO SECURITY AGREEMENT

All of Debtor's right, title and interest in the following personal property ("Collateral") (each capitalized term as defined in Article 9 of the South Carolina Uniform Commercial Code), wherever located and whether now owned by Debtor or hereafter acquired, including but not limited to:

- a) all Inventory;
- b) all General Intangibles;
- c) all Accounts;
- d) all Chattel Paper;
- e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services;
- f) all Equipment, including, but not limited to, those items listed on "Exhibit A";
- g) all Commercial Tort Claims;
- h) all Letter-of-Credit Rights;
- i) all parts, replacements, substitutions, profits, products, Accessions and cash and non-cash Proceeds and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral shall include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

**Receipt****Transaction History**

File ID Number	111122-1146349
Acknowledge Copy To	ROE CASSIDY COATES & PRICE PA
Email Address	
Payment Method	Check (33482)
Subscriber Account	N/A
Filing Date/Time	11/22/2011 11:46 AM

Items Purchased

Item	Price
UCC 1 Filing Fee	\$10.00
Total Amount Due	\$10.00
Total Amount Collected	\$10.00

Any overpayment will be retained by the filing office.

Did you know? Effective April 25, 2011, you can file all UCCs online 24 hours a day, 7 days a week at <https://ucconline.sc.gov/uccfiling/>

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Denise Eubanks	8642428303
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Gregory English	
44 East Camperdown Way	
Greenville, SC 29601	

SC SECRETARY OF STATE
161115-1051272 NS
Lapse Date: 11/22/2021

Date: 11/15/2016
Time: 10:51 AM
Page Count: 1 Pg
Debtor Count: 0
Filing Fees: \$8.00
Electronic Records Access: \$8.00
Total: \$16.00
Order ID# 47816612

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

111122-1146349

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 8 and also indicate affected collateral in item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

ABB INC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtor: Integrated Recycling Group of SC, LLC

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201 (Rev. 09/03)

ROA Page 95

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey		864-349-2606
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Integrated Recycling Group of SC, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 5899 N. Main St.		CITY Cowpens	STATE SC	POSTAL CODE 29330
1d. TAX ID# (Organizations) DO NOT PROVIDE		1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION South Carolina	
				1g. ORGANIZATIONAL ID #, if any ☐ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX ID# (Organizations) DO NOT PROVIDE		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
			2g. ORGANIZATIONAL ID #, if any ☐ NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Bullington Family Partnership, LP a/k/a BFP				
OR				
3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS c/o Al Bullington 378 S. Monterey Dr.		CITY Moore	STATE SC	POSTAL CODE 29369
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

A first security interest in the property listed on Exhibit A to Security Agreement and Exhibit B to Security Agreement, both of which are attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):		☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM		NOT USED			
8. OPTIONAL FILER REFERENCE DATA Integrated Recycling Group of SC, LLC							

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

"EXHIBIT A" TO SECURITY AGREEMENT

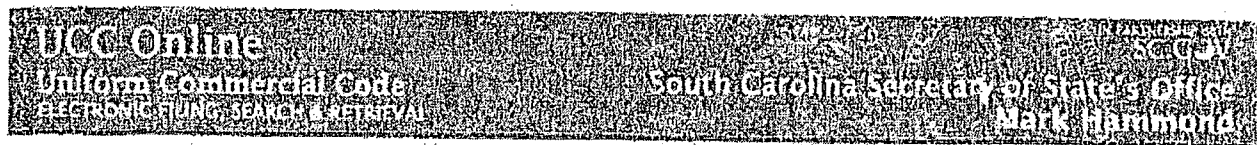
EQUIPMENT

1. Margasa TN 1500 (Tearing Line 2) and all pieces of equipment on invoice 197/06, manufactured by Margasa, with serial number 603.803, including 5 motors
2. Pierret Cutter and metal detector, serial number X0707645160 (Cutter No. 1)
3. Pierret Cutter with transfer conveyor, serial number x0703638160 (Cutter No. 2)
4. Tex-Mach, Inc. Continental Horizontal Bale Press, 575 Volts, Serial No. 2876 and 6" Hump Magnet (Horizontal Press)
5. Hauser QLA 3100 Panel Cutter manufactured by Parker Hannifin GmbH, serial number 20050410
6. Milling Machine
7. Lift Truck
8. Replacement Barrel and Screw for the NGR manufactured by Next Generation Pelletizer
9. Antec Computer with gigabyte board, serial number GA-81945P-G
10. Acer computer monitor, serial number X10-60273
11. Bridgeport Sander, serial number j-82355 and all associated bits and milling tools
12. Sunby surface grinder, serial number 13453
13. Ball and Jewell grinder and all screens, serial number 32789 (Grinder 1)
14. Rapid granulator grinder and all screens, serial number 601410 (Grinder 2)
15. Herboldt Grinder #55830, Blower and Conveyor from Syncot Plastics, Inc.

"EXHIBIT B" TO SECURITY AGREEMENT

All of Debtor's right, title and interest in the following personal property ("Collateral") (each capitalized term as defined in Article 9 of the South Carolina Uniform Commercial Code), wherever located and whether now owned by Debtor or hereafter acquired, including but not limited to:

- a) all Inventory;
- b) all General Intangibles;
- c) all Accounts;
- d) all Chattel Paper;
- e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services;
- f) all Equipment, including, but not limited to, those items listed on "Exhibit A";
- g) all Commercial Tort Claims;
- h) all Letter-of-Credit Rights;
- i) all parts, replacements, substitutions, profits, products, Accessions and cash and non-cash Proceeds and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral shall include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

**Receipt****Transaction History**

File ID Number	111122-1144289
Acknowledge Copy To	ROE CASSIDY COATES & PRICE PA
Email Address	
Payment Method	Check (33481)
Subscriber Account	N/A
Filing Date/Time	11/22/2011 11:44 AM

Items Purchased

Item	Price
UCC 1 Filing Fee	\$10.00
Total Amount Due	\$10.00
Total Amount Collected	\$10.00

Any overpayment will be retained by the filing office.

Did you know? Effective April 25, 2011, you can file all UCCs online 24 hours a day, 7 days a week at <https://ucconline.sc.gov/uccfiling/>

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Denise Eubanks	8642428303
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
☐ Gregory English 44 East Camperdown Way ☐ Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1043056 NS

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 10:43 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 47816498

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

111122-1144289

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

BULLINGTON FAMILY PARTNERSHIP LP

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtor: Integrated Recycling Group of SC, LLC

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey		864-349-2606
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME Integrated Recycling Group of SC, LLC					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 5899 N. Main St.		CITY Cowpens	STATE SC	POSTAL CODE 29330	COUNTRY USA
1d. TAX ID# (Organizations) DO NOT PROVIDE	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION South Carolina		1g. ORGANIZATIONAL ID #, if any ☐ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID# (Organizations) DO NOT PROVIDE	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any ☐ NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME ABB, Inc.					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS c/o Al Bullington 378 S. Monterey Dr.		CITY Moore	STATE SC	POSTAL CODE 29369	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

60 Ton Air Cooled Pelletizing Machine/Chiller
 Model #NGR105VSP
 Series #Q02028

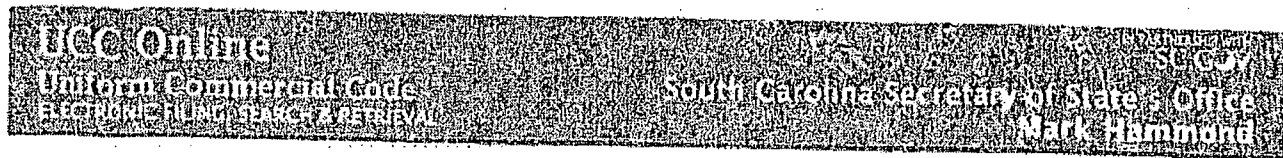
5. ALTERNATIVE DESIGNATION (if applicable)		☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable		7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM NOT USED					

8. OPTIONAL FILER REFERENCE DATA

Integrated Recycling Group of SC, LLC

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

**Receipt****Transaction History**

File ID Number	111122-1120598
Acknowledge Copy To	ROE CASSIDY COATES & PRICE PA
Email Address	
Payment Method	Check (33477)
Subscriber Account	N/A
Filing Date/Time	11/22/2011 11:20 AM

Items Purchased

Item	Price
UCC 1 Filing Fee	\$8.00
Total Amount Due	\$8.00
Total Amount Collected	\$8.00

Any overpayment will be retained by the filing office.

Did you know? Effective April 25, 2011, you can file all UCCs online 24 hours a day, 7 days a week at <https://ucconline.sc.gov/uccfiling/>

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Denise Eubanks 8642428303	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Gregory English 44 East Camperdown Way Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1033587

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 10:33 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 47816002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
111122-11205981b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 132. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 8
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record☐ CHANGE name and/or address: Complete Item 6a or 6b; and Item 7a or 7b and Item 7c ☐ ADD name: Complete Item 7a or 7b, and Item 7c ☐ DELETE name: Give record name to be deleted in Item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

ABB INC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtor: Integrated Recycling Group of SC, LLC

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201-1033

ROA Page 103

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey		864-349-2606
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Integrated Recycling Group of SC, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5899 N. Main St.		CITY Cowpens	STATE SC	POSTAL CODE 29330
1d. TAX ID# (Organizations) DO NOT PROVIDE		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION South Carolina
				1g. ORGANIZATIONAL ID #, If any ☐ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID# (Organizations) DO NOT PROVIDE		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID #, If any ☐ NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Bullington Family Partnership, LP a/k/a BFP				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o Al Bullington 378 S. Monterey Dr.		CITY Moore	STATE SC	POSTAL CODE 29369
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

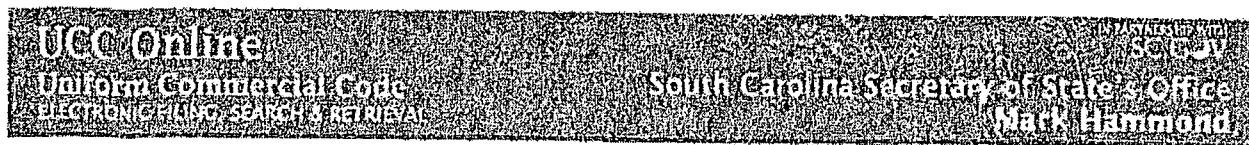
60 Ton Air Cooled Pelletizing Machine/Chiller
 Model #NGR105VSP
 Series #Q02Q28

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOB ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING				
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)				
7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM NOT USED				
8. OPTIONAL FILER REFERENCE DATA				

Integrated Recycling Group of SC, LLC

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

**Receipt****Transaction History**

File ID Number	111122-1119211
Acknowledge Copy To	ROE CASSIDY COATES & PRICE PA
Email Address	
Payment Method	Check (33480)
Subscriber Account	N/A
Filing Date/Time	11/22/2011 11:19 AM

Items Purchased

Item	Price
UCC 1 Filing Fee	\$8.00
Total Amount Due	\$8.00
Total Amount Collected	\$8.00

Any overpayment will be retained by the filing office.

Did you know? Effective April 25, 2011, you can file all UCCs online 24 hours a day, 7 days a week at <https://ucconline.sc.gov/uccfiling/>

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Denise Eubanks	8642428303
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
☐ Gregory English 44 East Camperdown Way ☐ Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1024315

NS

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 10:24 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic
Records Access: \$8.00

Total: \$16.00

Order ID# 47815814

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

111122-1119211

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes for:

☐ CHANGE name and/or address: Complete Item 8a or 8b; and Item 7a or 7b and Item 7c☐ ADD name: Complete Item 7a or 7b, and Item 7c☐ DELETE name: Give record name to be deleted in Item 8a or 8b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME

OR 8b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

BULLINGTON FAMILY PARTNERSHIP LP

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtor: Integrated Recycling Group of SC, LLC

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 625 Columbia, SC 29201-1909 (13)

ROA Page 106

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Dana M. Lahey		864-349-2606
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603		

SC Secretary of State

File ID: 111122-1140047

Lapse Date: 11/22/2016

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME Armstrong		FIRST NAME J. Murphy	MIDDLE NAME	SUFFIX Jr.
1c. MAILING ADDRESS 1425 Parkins Mill Rd.		CITY Greenville	STATE SC	POSTAL CODE 29607
1d. TAX ID# (Organizations) DO NOT PROVIDE		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	
		1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any
				☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME Armstrong		FIRST NAME Michael	MIDDLE NAME T.	SUFFIX
2c. MAILING ADDRESS 10 Rockwood Dr.		CITY Greenville	STATE SC	POSTAL CODE 29605
2d. TAX ID# (Organizations) DO NOT PROVIDE		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	
		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME ABB, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o Al Bullington 378 S. Monterey Dr.		CITY Moore	STATE SC	POSTAL CODE 29369
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

60 Ton Air Cooled Pelletizing Machine/Chiller
Model #NGR105VSP
Series #Q02028

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)			7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM			
8. OPTIONAL FILER REFERENCE DATA			NOT USED			
Integrated Recycling Group of SC, LLC						

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Denise Eubanks	8642428303
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
☐ Gregory English 44 East Camperdown Way ☐ Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1100341

NS

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 11:00 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 47816274

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
111122-11400471b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 132. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

CHANGE name and/or address: Complete ☐ item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

ABB INC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtors: J. Murphy Armstrong and Michael T. Armstrong

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey 864-349-2606	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603	

SC Secretary of State

File ID: 111122-1142287

Lapse Date: 11/22/2016

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME Armstrong		FIRST NAME J. Murphy	MIDDLE NAME	SUFFIX Jr.
1c. MAILING ADDRESS 1425 Parkins Mill Rd.		CITY Greenville	STATE SC	POSTAL CODE 29607
1d. TAX ID# (Organizations) DO NOT PROVIDE		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	
		1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME Armstrong		FIRST NAME Michael	MIDDLE NAME T.	SUFFIX
2c. MAILING ADDRESS 10 Rockwood Dr.		CITY Greenville	STATE SC	POSTAL CODE 29605
2d. TAX ID# (Organizations) DO NOT PROVIDE		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	
		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Bullington Family Partnership, LP a/k/a BFP				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o Al Bullington 378 S. Monterey Dr.		CITY Moore	STATE SC	POSTAL CODE 29369
		COUNTRY USA		

4. This FINANCING STATEMENT covers the following collateral:

60 Ton Air Cooled Pelletizing Machine/Chiller
Model #NGR105VSP
Series #Q02028

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)				7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM NOT USED		
8. OPTIONAL FILER REFERENCE DATA						

Integrated Recycling Group of SC, LLC

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Denise Eubanks 8642428303	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
☐ Gregory English 44 East Camperdown Way ☐ Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1111275

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 11:11 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 47817004

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

111122-1142287

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9. For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8.4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

CHANGE name and/or address: Complete

Item 6a or 6b; and Item 7a or 7b and Item 7c

ADD name: Complete Item

7a or 7b, and Item 7c

DELETE name: Give record name to be deleted in Item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

BULLINGTON FAMILY PARTNERSHIP LP

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtors: J. Murphy Armstrong and Michael T. Armstrong

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
ABB, Inc., and BFP, LP a/k/a	)	
Bullington Family Partnership,	)	
	)	
Plaintiffs,	)	ANSWER OF DEFENDANT
v.	)	INTEGRATED RECYCLING
	)	GROUP OF SC, LLC
Integrated Recycling Group of SC, LLC,	)	
John Murphy Armstrong, Jr., and	)	Case No.: 2016-CP-42-04147
Michael T. Armstrong,	)	
	)	(JURY TRIAL REQUESTED)
Defendants.	)	
	)	

Integrated Recycling Group of SC, LLC ("this Defendant"), by and through its attorneys, answers the Complaint of Plaintiffs as follows:

1. All allegations contained in the Complaint which are not hereinafter admitted, qualified, or otherwise explained are denied.

FOR A FIRST DEFENSE

2. This Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraphs 1 and 2 of the Complaint, and therefore the same are denied.

3. This Defendant admits the allegations contained in Paragraph 3 of the Complaint.

4. This Defendant admits, upon information and belief, the allegations contained in Paragraphs 4 and 5 of the Complaint.

5. This Defendant admits the allegations contained in Paragraph 6 of the Complaint.

6. This Defendant admits, upon information and belief, the allegations contained in Paragraph 7 of the Complaint.

7. In response to the allegations contained in Paragraph 8 of the Complaint, this Defendant admits, upon information and belief, that a former officer of this Defendant executed Promissory Note #1 on or about October 27, 2011, a copy of which is attached as Exhibit B to the Complaint. In response to the remaining allegations contained in Paragraph 8 of the Complaint, this Defendant craves reference to the terms and conditions of Promissory Note #1 and denies any allegations inconsistent therewith.

8. No response is required to the statement made in Paragraph 9 of the Complaint. To the extent any response is required, this Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraph 9 of the Complaint, and therefore the same are denied.

9. In response to the allegations contained in Paragraph 10 of the Complaint, this Defendant admits, upon information and belief, that on or about October 27, 2011, former officers of this Defendant executed a Blanket Continuing Security Agreement which is attached as Exhibit C to the Complaint. In response to the remaining allegations contained in Paragraph 10 of the Complaint, this Defendant hereby craves reference to the terms and conditions of the Blanket Continuing Security Agreement and denies any allegations inconsistent therewith.

10. In response to the allegations contained in Paragraph 11 of the Complaint, this Defendant admits, upon information and belief, that on or about October 27, 2011, former officers of this Defendant executed a Continuing Pellitizer Security Agreement which is attached as Exhibit D to the Complaint. In response to the remaining allegations contained in Paragraph 11 of the Complaint, this Defendant hereby craves reference to the terms and conditions of the Continued Pellitizer Security Agreement and denies any allegations inconsistent therewith.

11. This Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraph 12 of the Complaint, and therefore the same are denied.

12. No response is required to the statement contained in Paragraph 13 of the Complaint. To the extent a response is required, this Defendant is without sufficient information upon which to form a true and accurate belief as to said allegations, and therefore the same are denied.

13. This Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraph 14 of the Complaint, and therefore the same are denied.

14. This Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraph 15 of the Complaint, and therefore the same are denied.

15. This Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraph 16 of the Complaint, and therefore the same are denied.

16. This Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraph 17 of the Complaint, and therefore the same are denied.

17. This Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraph 18 of the Complaint, and therefore the same are denied.

18. This Defendant denies the allegations contained in Paragraph 19 of the Complaint.

19. This Defendant denies the allegations contained in Paragraph 20 of the Complaint.

20. This Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraph 21 of the Complaint, and therefore the same are denied.

21. In response to the allegations contained in Paragraph 22 of the Complaint, this Defendant realleges and incorporates the allegations set forth above.

22. This Defendant is without sufficient information upon which to form a true and accurate belief as to the allegations contained in Paragraphs 23, 24, and 25 of the Complaint, and therefore the same are denied.

23. This Defendant denies the allegations contained in Paragraph 26 of the Complaint.

24. In response to the allegations contained in Paragraph 27 of the Complaint, this Defendant hereby realleges and incorporates the allegations set forth above.

25. This Defendant admits, upon information and belief, the allegations contained in Paragraph 28 of the Complaint.

26. This Defendant denies the allegations of Paragraph 29 of the Complaint.

27. Defendant denies the allegations contained in Paragraph 30 of the Complaint.

28. This Defendant denies the allegations contained in Paragraph 31 of the Complaint, and further denies Plaintiffs are entitled to the relief prayed for in their Complaint.

FOR A SECOND DEFENSE

29. This Defendant hereby realleges and incorporates the allegations set forth above to the extent they are consistent with this defense.

30. Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action, and therefore should be dismissed in its entirety pursuant to SCRCP 12(b)(6).

FOR A THIRD DEFENSE

(RESERVATION AND NON-WAIVER)

31. This Defendant hereby realleges and incorporates the allegations set forth above to the extent they are consistent with this defense.

32. This Defendant reserves and does not waive any additional affirmative defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, having fully answered the Complaint, this Defendant prays that the Complaint be dismissed with prejudice, that this Defendant be granted its costs,

disbursements and attorney's fees, along with such other and further relief as this Court
deems just and proper.

s/Koger M. Bradford

Koger M. Bradford, SC Bar No. 844
W. McElhaney White, SC Bar No. 8552
Holcombe Bomar, PA
P.O. Box 1897
Spartanburg, SC 29304
(864) 594-5300

Attorneys for Defendant Integrated
Recycling Group of SC, LLC

January 16, 2017

Spartanburg, SC

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

ABB, INC., et al)
Plaintiffs)

vs.)

INTEGRATED RECYCLING GROUP)
OF SC, LLC, et al)
Defendants)

IN THE COURT OF COMMON PLEAS
Case Number: 2016 - CP - 42 - 04147

ANSWER

DEFENDANTS JOHN MURPHY ARMSTRONG, JR. AND MICHAEL T.
ARMSTRONG ANSWER THE COMPLAINT AS FOLLOWS:

FOR A FIRST DEFENSE

1. All allegations of the complaint not hereafter admitted are denied.
2. These Defendants admit the jurisdictional allegations of Paragraphs 4 and 5.
3. Paragraph 7 is admitted.
4. Paragraphs 8, 9, and 10 make no allegations with regard to these Defendants and are not answered.
5. Paragraph 11 is admitted.
6. These Defendants lack information which would allow them to admit or deny Paragraphs 12 and 13 and so demand strict proof of same.
7. Paragraph 14 makes no allegation regarding these Defendants and so it is not answered.
8. These Defendants lack information which would allow them to admit or deny Paragraphs 15, 16, 17, 18, 19 and 20 and therefore demand strict proof of same.
9. Paragraph 21 makes no allegations with regard to these Defendants and so is not answered.
10. With regard to Paragraphs 23, 24, 25 and 26, these Defendants request that the Court inquire into the allegations therein and render a judgment consistent with the facts and the law.

11. With regard to Paragraphs 28, 29, 30 and 31, these Defendants request that the Court inquire into the allegations therein and render a judgment consistent with the facts and the law.

FOR A SECOND DEFENSE

12. All previous consistent allegations are repeated herein.
13. Plaintiffs are barred from obtaining the requested relief by the doctrine of estoppel.

WHEREFORE, these Defendants request that this Court inquire into the facts of this case and render a judgment consistent with the facts and the law.

Greenville, SC

January 12, 2017

s/C. Richard Stewart, SC Bar #5346
Atty. for Defendants John Murphy
Armstrong Jr. and Michael T. Armstrong
11 Whitsett St.
Greenville, SC 29601
864-235-2019

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG)

ABB, INC., and BFP, LP, a/k/a)
BULLINGTON FAMILY PARTNERSHIP,)

Plaintiffs,)

vs.)

**PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**INTEGRATED RECYCLING GROUP)
OF SC, LLC, JOHN MURPHY)
ARMSTRONG, JR., and MICHAEL T.)
ARMSTRONG,)

Case No. 2016-CP-42-04147

Defendants.)
_____)

Plaintiffs ABB, Inc. ("ABB") and BFP, LP, a/k/a Bullington Family Partnership ("BFP"), hereby move, pursuant to Rule 56, SCRCF, for summary judgment against Integrated Recycling Group of SC, LLC ("IRG") in the amount of \$1,400,000.00, plus prejudgment interest at the rate of 8.75% per annum from November 10, 2016, plus attorneys' fees and costs, and an order requiring Defendants to assemble the Collateral and the Pelletizer, and authorizing Plaintiffs to sell the Collateral and the Pelletizer at IRG's premises.

This motion is made on the grounds that there is no genuine issue of material fact preventing the granting of this motion and Plaintiffs are entitled to judgment as a matter of law. Specifically, the undisputed facts show that IRG owed Plaintiffs \$1,400,000.00 as of November 10, 2016 (the "Indebtedness"), that Defendants have made no payments thereon since that date, that the Indebtedness is secured by a first lien in the Collateral and Pelletizer, and that Plaintiffs are entitled to sell same to apply to the Indebtedness.

11. With regard to Paragraphs 28, 29, 30 and 31, these Defendants request that the Court inquire into the allegations therein and render a judgment consistent with the facts and the law.

FOR A SECOND DEFENSE

12. All previous consistent allegations are repeated herein.
13. Plaintiffs are barred from obtaining the requested relief by the doctrine of estoppel.

WHEREFORE, these Defendants request that this Court inquire into the facts of this case and render a judgment consistent with the facts and the law.

Greenville, SC

January 12, 2017

s/C. Richard Stewart, SC Bar #5346
Atty. for Defendants John Murphy
Armstrong Jr. and Michael T. Armstrong
11 Whitsett St.
Greenville, SC 29601
864-235-2019

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

ABB, INC., and BFP, LP, a/k/a)
BULLINGTON FAMILY PARTNERSHIP,)

Plaintiffs,)

vs.)

**PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

INTEGRATED RECYCLING GROUP)
OF SC, LLC, JOHN MURPHY)
ARMSTRONG, JR., and MICHAEL T.)
ARMSTRONG,)

Case No. 2016-CP-42-04147

Defendants.)

Plaintiffs ABB, Inc. ("ABB") and BFP, LP, a/k/a Bullington Family Partnership ("BFP"), hereby move, pursuant to Rule 56, SCRCF, for summary judgment against Integrated Recycling Group of SC, LLC ("IRG") in the amount of \$1,400,000.00, plus prejudgment interest at the rate of 8.75% per annum from November 10, 2016, plus attorneys' fees and costs, and an order requiring Defendants to assemble the Collateral and the Pelletizer, and authorizing Plaintiffs to sell the Collateral and the Pelletizer at IRG's premises.

This motion is made on the grounds that there is no genuine issue of material fact preventing the granting of this motion and Plaintiffs are entitled to judgment as a matter of law. Specifically, the undisputed facts show that IRG owed Plaintiffs \$1,400,000.00 as of November 10, 2016 (the "Indebtedness"), that Defendants have made no payments thereon since that date, that the Indebtedness is secured by a first lien in the Collateral and Pelletizer, and that Plaintiffs are entitled to sell same to apply to the Indebtedness.

This motion is supported by the pleadings, the admissions of Defendants in their answers, and the Affidavit of Bryan Bullington, which is filed herewith as Exhibit 1.

Respectfully submitted,

WYCHE, P.A.

By: s/ Gregory J. English
Gregory J. English (SC #65470)

44 East Camperdown Way
Post Office Box 728
Greenville, SC 29602-0728
(864) 242-8200

Attorneys for Plaintiffs ABB, Inc. and
BFP, LP, a/k/a Bullington Family Partnership

Dated: April 13, 2017

EXHIBIT 1

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

ABB, INC., and BFP, LP, a/k/a)
BULLINGTON FAMILY PARTNERSHIP,)

Plaintiffs,)

vs.)

INTEGRATED RECYCLING GROUP)
OF SC, LLC, JOHN MURPHY)
ARMSTRONG, JR., and MICHAEL T.)
ARMSTRONG,)

Defendants.)

**PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

Case No. 2016-CP-42-04147

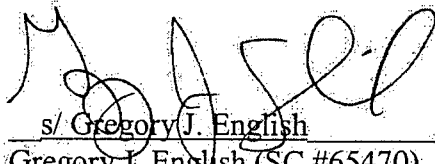
Plaintiffs ABB, Inc. ("ABB") and BFP, LP, a/k/a Bullington Family Partnership ("BFP"), hereby move, pursuant to Rule 56, SCRPC, for summary judgment against Integrated Recycling Group of SC, LLC ("IRG") in the amount of \$1,400,000.00, plus prejudgment interest at the rate of 8.75% per annum from November 10, 2016, plus attorneys' fees and costs, and an order requiring Defendants to assemble the Collateral and the Pelletizer, and authorizing Plaintiffs to sell the Collateral and the Pelletizer at IRG's premises.

This motion is made on the grounds that there is no genuine issue of material fact preventing the granting of this motion and Plaintiffs are entitled to judgment as a matter of law. Specifically, the undisputed facts show that IRG owed Plaintiffs \$1,400,000.00 as of November 10, 2016 (the "Indebtedness"), that Defendants have made no payments thereon since that date, that the Indebtedness is secured by a first lien in the Collateral and Pellitizer, and that Plaintiffs are entitled to sell same to apply to the Indebtedness.

This motion is supported by the pleadings, the admissions of Defendants in their answers, and the Affidavit of Bryan Bullington, which is filed herewith as Exhibit 1.

Respectfully submitted,

WYCHE, P.A.

By: 
s/ Gregory J. English
Gregory J. English (SC #65470)

44 East Camperdown Way
Post Office Box 728
Greenville, SC 29602-0728
(864) 242-8200

Attorneys for Plaintiffs ABB, Inc. and
BFP, LP, a/k/a Bullington Family Partnership

Dated: April 13, 2017

EXHIBIT A

FILED
at _____ O'clock & _____ min.

NOV 10 2011

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

United States Bankruptcy Court
Columbia, South Carolina (42)

In Re:)
)
Integrated Recycling Group of SC, LLC,)
)
)
Debtor.)

Bankruptcy Case No. 11-03117-jw

Chapter 11

Integrated Recycling Group of SC, LLC,)
)
Plaintiff,)
)
vs.)
)

Adv. Pro. No. 11-80082-jw

ABB, Inc.; BFP, Inc. a/k/a BFP, LP a/k/a)
Bullington Family Partnership;)
Al Bullington; and Bryan Bullington,)
)
Defendants.)

ORDER APPROVING SETTLEMENT AND COMPROMISE

This matter is before the Court upon the Application for Settlement and Compromise (the "Motion") of Integrated Recycling Group of SC, LLC ("Debtor"), with the consent of Defendant ABB, Inc. and Defendant BFP, Inc. a/k/a BFP, LP a/k/a Bullington Family Partnership (together, "Lender Defendants"), Al Bullington, and Bryan Bullington (collectively, "Defendants"), seeking entry of an order pursuant to 11 U.S.C. §§ 105(a) and Bankruptcy Rule 9019 approving the settlement and compromise of all matters related to the above captioned Adversary Proceeding as well as all claims between and among the parties related to the Chapter 11 bankruptcy case.

The Court having reviewed and considered the Motion, the terms of the settlement and compromise (the "Settlement"), and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, and creditors and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

A. A reasonable opportunity to be heard with respect to the Motion and relief requests therein has been afforded to all interested parties and entities, and no objections to the Motion were filed.

B. The Settlement represents a fair, prudent and reasonable compromise of the controversy between the Parties and is in the best interests of the Debtor, its estate and creditors, taking into account, among other things, whether the Settlement is fair and reasonable and in the best interests of the Debtor's estate.

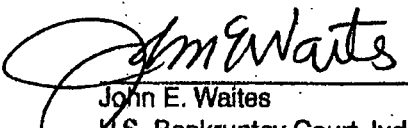
C. The Debtor's entry into the Settlement is authorized and ratified pursuant to section 105 of the Bankruptcy Code and Bankruptcy Rule 9019, and the Parties are hereby authorized, empowered and directed to enter into and perform, and consummate the transactions, under the Settlement. The Parties are authorized, empowered and directed to take any and all actions and execute any and all documents that are reasonably necessary or appropriate to implement and effectuate the terms of the Settlement. The terms of the Settlement are hereby approved in all respects.

D. The Settlement was negotiated, proposed and entered into by the Parties without collusion, in good faith and from arms' length bargaining positions.

E. As provided by Bankruptcy Rule 6004(g), and notwithstanding Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry.

F. The Court retains jurisdiction to interpret, enforce and implement the Settlement, including, but not limited to, retaining jurisdiction to resolve any disputes, controversy or claims arising under or related to the Settlement, and interpret, implement and enforce the provisions of this Order.

IT IS SO ORDERED.


John E. Waites
U.S. Bankruptcy Court Judge
District of South Carolina

11/10/11
Date

DEBT SETTLEMENT AGREEMENT

This Debt Settlement Agreement (the "Agreement") is entered into as of 10-27, 2011, by and among ABB, INC. ("ABB") and BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP ("BFP") (ABB and BFP shall be referred to herein collectively as the "Lender"), AL BULLINGTON and BRYAN BULLINGTON (together, the "Bullingtons"), INTEGRATED RECYCLING GROUP OF SC, LLC (the "Debtor"), J. MURPHY ARMSTRONG, JR. and MICHAEL T. ARMSTRONG (together, the "Principals"), and MARGARET T. ARMSTRONG (all of the foregoing may hereinafter at times be referred to collectively as the "Parties" and/or individually as a "Party"). The Effective Date of this Agreement shall be the date on which it is approved by the U.S. Bankruptcy Court for the District of South Carolina and a final, non-appealable order is entered, as set forth *infra* at ¶ 5(i).

RECITALS

WHEREAS, Lender and Debtor entered into that certain Loan Agreement and Promissory Note in October of 2005, as modified or amended (the "ABB Loan"); and

WHEREAS, the ABB Loan is secured by that certain Mortgage dated June 29, 2006, from Margaret T. Armstrong to ABB, Inc., in the original amount \$2,400,000.00, said Mortgage being recorded in the public records for the State of Montana, County of Lake, on August 7, 2006, as Microfilm No. 471657, and that certain Amended Mortgage dated December 27, 2006, from Margaret T. Armstrong to ABB, Inc., in the original amount of \$4,000,000.00, said Amended Mortgage being recorded in the public records for the State of Montana, County of Lake, on February 15, 2007, as Microfilm No. 477098 (hereinafter collectively referred to as the "Mortgage") covering the property more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter, the "Montana Property"); and

WHEREAS, on March 27, 2006, to further secure the ABB Loan, ABB filed a UCC-1 Financing Statement, along with a UCC-3 Continuation (the "2006 UCC") against Debtor's Accounts Receivable, Equipment, Furniture, Fixtures, Inventory, Instruments, Chattel Paper, and General Intangibles ("Assets"); and

WHEREAS, the Principals and Al Bullington are jointly and severally liable for that certain Note originally made in April 2004 by First National Bank of Spartanburg (the "Pelletizer Note"), secured by a Pelletizer owned by the Principals (the "Pelletizer"), which Pelletizer Note was subsequently purchased by ABB; and

WHEREAS, Lender filed a complaint in the Court of Common Pleas for South Carolina on March 16, 2011 (the "State Court Action") against Debtor and the Principals; and

WHEREAS, Debtor filed for protection under Chapter 11 of the United States Bankruptcy Code on May 11, 2011 (see Bankruptcy Case No. 11-03117-jw) (hereinafter, the "Bankruptcy"); and

WHEREAS, the Bankruptcy stayed the State Court Action as to Debtor, and the Debtor and Principals claim that the Bankruptcy also stayed the State Court Action as to the Principals; and

WHEREAS, Lender filed a Motion to Terminate Automatic Stay on June 24, 2011; and Debtor filed an Objection to Lender's Motion to Terminate Automatic Stay on July 8, 2011 (hereinafter, the "362 Motion"); and

WHEREAS, Debtor filed an Adversary Proceeding against Lender and the Bullingtons on June 24, 2011 (Adv. Pro. No. 11-80082-jw) (hereinafter, the "Adversary Proceeding"); and

WHEREAS, the Parties desire to resolve all claims between and among them, including but not limited to all claims related to the State Court Action, the Adversary Proceeding, the 362 Motion, and the Bankruptcy, according to the terms herein.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RECITALS.

The foregoing recitals are confirmed by the Parties as true and correct and are incorporated herein by reference. The recitals are a substantive, contractual part of this Agreement.

2. SETTLEMENT.

The Parties hereby agree to the settlement of all claims between and among them in consideration of and on the following terms:

- a. Debtor acknowledges that, pursuant to the ABB Loan, Debtor owes the Lender the principal amount of Five Million Three Hundred Forty-Six Thousand Six Hundred Eighty-Seven and No/100 Dollars (\$5,346,687.00) (the "Debt"), which includes Four Million Eight Hundred Forty-Five Thousand One Hundred Fifty-Nine and No/100 Dollars (\$4,845,159.00) to ABB and Five Hundred One Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$501,528.00) to BFP;
- b. Debtor acknowledges that the 2006 UCC is a valid, perfected lien on the Assets of the Debtor and that such lien secures the Debt;

- c. Lender acknowledges that the Debtor is the lawful owner of the equipment set forth on Exhibit B (the "Equipment");
- d. Lender shall forgive a portion of the Debt in the amount of Two Million Two Hundred Forty-Six Thousand Six Hundred Eighty-Seven and No/100 Dollars (\$2,246,687.00) owed to ABB plus any and all accrued and unpaid interest in addition to the principal listed above, up through the date of this Agreement, leaving a remaining debt of Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000.00), including Two Million Five Hundred Ninety-Eight Thousand Four Hundred Seventy-Two and No/100 Dollars (\$2,598,472.00) to ABB and Five Hundred One Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$501,528.00) to BFP (the "Remaining Debt").
- e. The obligation for the Remaining Debt and terms of repayment shall be set forth in two promissory notes, to be executed simultaneously herewith, subject to the following terms:
- (i) Promissory Note #1: Debtor shall execute and deliver to Lender a promissory note in the amount of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), including Eight Hundred Ninety-Eight Thousand Four Hundred Seventy-Two and No/100 Dollars (\$898,472.00) to ABB and Five Hundred One Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$501,528.00) to BFP, which shall bear interest at 4.00% per annum, amortized for a period of twenty (20) years, to be repaid in monthly payments of ~~Seven Thousand Eight Hundred Seventy-Seven and 74/100 Dollars (\$7,877.74)~~ *Eight Thousand Four Hundred Eighty-Three and 72/100 Dollars (\$8,483.72)*, beginning on first (1st) day of the month immediately following the Effective Date of this Agreement, and monthly thereafter on the first (1st) day of each month, with a final payment of all outstanding principal and interest no later than five (5) years after the Effective Date of this Agreement.
 - (ii) Promissory Note #2: Debtor and Margaret T. Armstrong shall execute and deliver to ABB a promissory note in the amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00), which shall be non-recourse and shall not bear interest, to be repaid no later than ten (10) years after the Effective Date of this Agreement. Promissory Note #2 will be secured only by the Mortgage on the Montana Property and shall be unsecured as to the Debtor. The Debtor's only responsibility as to Promissory Note #2 shall be to classify it as an unsecured claim in the Bankruptcy and pay it through a Plan of Reorganization as provided in section i. below, identical with the treatment of the other general unsecured claims. The Parties acknowledge, however, that pursuant to the terms of Promissory Note #2, any

ABB
BFP
JMA

Eight
Thousand
Four
Hundred
Eighty-
Three
and 72/100
Dollars
(\$8,483.72)

occurrence of an uncured default on the obligations secured by the Montana Liens, as defined *infra* at ¶2(e)(x), or the commencement of any foreclosure proceeding against the Montana Property, shall constitute a default under Promissory Note #2, which shall also constitute a default under Promissory Note #1 if Promissory Note #1 has not been paid in full. The discharge of all or any portion of said obligation in the Bankruptcy shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Mortgage. In any action for collection for any amount due under Promissory Note #2, ABB is entitled only to recover against the Montana Property securing such obligation; and shall not be entitled to seek repayment directly from the Debtor and/or Margaret T. Armstrong.

- (iii) All amounts due under Promissory Note #1 shall be secured by a first lien on the Equipment (Exhibit B), along with the property on "Exhibit C" attached hereto and specifically incorporated herein by reference (the "Property"), together with all property, goods and chattels of the same classes as those indicated on Exhibit B and Exhibit C, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination, all proceeds there for, if any, and all substitutions, replacements and accessions thereto, all hereinafter referred to as the "Collateral"; the Pelletizer; and the Mortgage on the Montana Property. Simultaneously herewith, Debtor and Principals shall execute Security Agreements evidencing said lien on the Collateral and the Pelletizer. Debtor and/or Principals shall maintain adequate insurance for the Equipment, Inventory, and the Pelletizer in the maximum amount the insurance company will insure, up to a value of \$1,400,000, for losses resulting from fire (including extend coverage), theft, and other casualties and simultaneously herewith provide a certificate of insurance naming Lender as the loss payee entitled to notice prior to any cancellation or other changes on all such insurance policies. Neither the Equipment nor the Pelletizer shall be moved or sold without the prior, express, written consent of Lender or payment of Promissory Note #1 in full.
- (iv) Promissory Note #2 shall be secured only by a Mortgage on the Montana Property. The obligation evidenced by Promissory Note #2 shall be treated as a general unsecured claim in the Bankruptcy as set forth in more detail herein, and the Debtor's only obligation for any payment under Promissory Note #2 shall be to treat it as a general unsecured claim in the Bankruptcy and make partial payment of the claim pursuant to a Plan of Reorganization. The Parties acknowledge, however, that pursuant to the terms of Promissory Note #2, any occurrence of an uncured default on the

obligations secured by the Montana Liens, as defined *infra* at ¶2(e)(x); or the commencement of any foreclosure proceeding against the Montana Property, shall constitute a default under Promissory Note #2, which shall also constitute a default under Promissory Note #1 if Promissory Note #1 has not been paid in full. The discharge of all or any portion of said obligation in the Bankruptcy shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Mortgage.

- (v) All amounts due under Promissory Note #1 and Promissory Note #2 shall be secured by the Mortgage on the Montana Property. All Parties agree and acknowledge that Lender has and holds a valid lien on the Montana Property in the amount of Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000.00) and Margaret T. Armstrong shall simultaneously herewith execute an Acknowledgement of Mortgage Lien.
- (vi) Debtor's failure to make any required payment under Promissory Note #1 within ten (10) days of the date due shall constitute an event of default. Debtor shall be entitled to notice of default and fifteen (15) days in which to cure said default only one (1) time per calendar year (the first year shall begin on the Effective Date of this Agreement and continue for twelve (12) months thereafter, at which time the next year will begin and so on). An event of default by Debtor under the terms of Promissory Note #1, which is not cured, shall also be an event of default under the terms of Promissory Note #2. An event of default by Debtor under the terms of Promissory Note #2, shall also be an event of default under the terms of Promissory Note #1. Upon an event of default under Promissory Note #1 or Promissory Note #2 which is not cured, Lender shall have the right, without notice except as to the once yearly notice as set forth herein, to accelerate all amounts due under Promissory Note #1 and Promissory Note #2 and pursue their collateral, including but not limited to the Montana Property.
- (vii) In the event of a default under Promissory Note #1 or Promissory Note #2, which is not cured as permitted, relief from any automatic stay in bankruptcy shall be granted to Lender upon the filing of an Affidavit of Default and entry of an Order, without the need for further notice or hearing. In the event a Plan of Reorganization is confirmed, said Plan shall include a provision that in the event that Debtor files another Chapter proceeding and a balance remains outstanding on Promissory Note #1 or Promissory Note #2, Debtor will not resist a new motion for termination of the automatic stay filed by Lender.

- (viii) Upon full payment of Promissory Note #1, the lien on the Collateral and the Pelletizer shall be released.
- (ix) Upon full payment of Promissory Note #1 and Promissory Note #2, the Mortgage on the Montana Property shall be released.
- (x) The Principals and Margaret T. Armstrong represent and warrant as follows:
 - i. That the following is a true and complete listing of all existing liens on the Montana Property exclusive of Lender's lien: (i.) that certain Deed of Trust originally granted in favor of Glacier Bank on or about May 8, 2002, and recorded in the public records on May 13, 2002, as Instrument Number 424936 (the "Glacier Bank Lien") and (ii.) that certain Deed of Trust originally granted in favor of The National Bank of South Carolina on or about June 16, 2003, and recorded in the public records on July 17, 2003, as Instrument Number 438154 (the "NBSC Lien") (the Glacier Bank Lien and the NBSC Lien are at times hereinafter collectively referred to as the "Montana Liens").
 - ii. That, subsequent to the Effective Date of the Settlement Agreement, no agreements related to the Montana Liens will be modified without the prior written approval of Lender unless and until Promissory Note #1 and Promissory Note #2 have been paid in full.
 - iii. That the underlying obligation secured by the Glacier Bank Lien is not currently in default and will not be in default in the future unless and until Promissory Note #1 and Promissory Note #2 have been paid in full; that the current payoff balance of said obligation is approximately \$212,000.00; that the payoff balance of said obligation shall at no time exceed \$212,000.00 unless and until Promissory Note #1 and Promissory Note #2 have been paid in full; and that on January 1, 2012; April 1, 2012; July 1, 2012; October 1, 2012, and continuing quarterly thereafter, until Promissory Note #1 and Promissory Note #2 have been paid full, the Principals and Margaret T. Armstrong shall provide written certification to Lender of the current payoff balance of said obligation and written certification that said obligation is not in default.
 - iv. That the NBSC Lien and underlying obligation have been assigned to Robert A. Tiernan.

- v. That the underlying obligation secured by the NBSC Lien is not currently in default and will not be in default in the future unless and until Promissory Note #1 and Promissory Note #2 have been paid in full; that the current payoff balance of said obligation is approximately ~~\$264~~²⁶⁸000.00; that the payoff balance of said obligation shall at no time exceed ~~\$264~~²⁶⁸,000.00 unless and until Promissory Note #1 and Promissory Note #2 have been paid in full; and that on January 1, 2012; April 1, 2012; July 1, 2012; October 1, 2012, and continuing quarterly thereafter, until Promissory Note #1 and Promissory Note #2 have been paid full, the Principals and Margaret T. Armstrong shall provide written certification to Lender of the current payoff balance of said obligation and written certification that said obligation is not in default.
- f. Any occurrence of an uncured default on the obligations secured by the Montana Liens, the commencement of any foreclosure proceeding against the Montana Property, and/or the breach of any representation or warranty herein shall constitute a default under Promissory Note #2, which shall also constitute a default under Promissory Note #1 if Promissory Note #1 has not been paid in full.
- g. The Parties agree to exchange mutual releases of claims as set forth herein through the execution of the releases attached hereto as Exhibit D and Exhibit E. Said releases shall become effective upon the Effective Date of this Settlement Agreement and the Adversary Proceeding, the State Court Action, and the 362 Motion shall then be dismissed with prejudice.
- h. Bryan Bullington hereby acknowledges that he has retrieved all nylon pellets belonging to him that were in the possession of the Debtor and that neither the Debtor nor the Principals have possession of anything else belonging to the Bullingtons or the Lender.
- i. Lender shall be recognized in the Bankruptcy as a secured creditor with a secured claim in the amount of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) with payments consistent with those set forth in this Agreement and as an unsecured creditor with an unsecured claim in the amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00). Said unsecured portion shall be treated as all other unsecured claims in the Bankruptcy; however, the discharge of all or any portion of said obligation in the Bankruptcy shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Montana Property.

- j. The Debtor will propose a Plan of Reorganization which treats the obligation under Promissory Note #2 as a general unsecured claim. The unsecured claims will not be paid in full under a Plan of Reorganization, but will receive some portion of partial payment, which could result in payment as little as \$1.00. The Debtor's remaining obligation as to unpaid amounts under Promissory Note #2 shall be discharged in the Bankruptcy as to the Debtor pursuant to the Plan of Reorganization, but such discharge shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Mortgage.
- k. Lender shall support a Plan of Reorganization proposed by Debtor in the Bankruptcy by filing an accepting ballot in each class in which it is a member, so long as its treatment in the Plan is consistent with the terms of this Agreement, including the payments of Promissory Note #1 consistent with the terms herein, and treatment of the obligation contained in Promissory Note #2 as an unsecured claim in the class with other general unsecured creditors regardless of the amount payable to general unsecured creditors; however, the discharge of all or any portion of said obligation in the Bankruptcy shall have no effect on the balance of the obligation secured by the Mortgage on the Montana Property for purposes of any foreclosure of the Montana Property.

3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

- (a) This Agreement and the representations and obligations herein are subject to the approval of the Bankruptcy Court for the District of South Carolina and are not final or effective as to any party until entry of a final order of the Bankruptcy Court approving this Agreement.
- (b) Subject to Bankruptcy Court approval of this Agreement, Debtor and the Principals represent, warrant, and acknowledge to Lender that Debtor and the Principals have the full right, power, and authority to enter into the Promissory Note #1, Promissory Note #2, Security Agreement, and this Agreement, and each agreement, document, and instrument to be executed and delivered by Debtor and the Principals pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance by the Debtor of the Promissory Note #1, Promissory Note #2, Security Agreement, and this Agreement, and each agreement, document, and instrument to be executed and delivered by Debtor and/or the Principals pursuant to this Agreement.
- (c) Lender and the Bullingtons represent, warrant, and acknowledge to the Debtor and the Principals that the Lender and the Bullingtons have the full right, power, and authority to enter into this Agreement, and each agreement, document, and instrument to be executed and delivered by the Lender and/or the Bullingtons pursuant to this Agreement, and to carry out

the transactions contemplated hereby and thereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance by the Debtor of the Promissory Note #1, Promissory Note #2, Security Agreement, and this Agreement, and each agreement, document, and instrument to be executed and delivered by Debtor pursuant to this Agreement.

- (d) Lender's obligation to complete the transactions contemplated hereby is subject to the foregoing representations and warranties being true and correct at the Effective Date. Such representations and warranties will survive the closing of the transactions contemplated hereby and will continue in full force and effect for the benefit of Lender.
- (e) Any notice required under this Agreement shall be given by United States Mail to the following address, unless a different address is designated in writing:

To Debtor:
Integrated Recycling Group of SC, LLC
5899 N. Main Street
Cowpens, SC 29330

To Michael T. Armstrong:
10 ROCKWOOD DR
GREENVILLE SC 29605

To J. Murphy Armstrong:
1415 PARKINS MILL RD.
GREENVILLE SC 29607

To Margaret T. Armstrong:
1013 FOURMILE BRANCH RD.
SPARTANBURG, SC 29302

To Lender:
ABB, Inc.
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

Bullington Family Partnership, LP
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

To the Bullingtons:
 Al Bullington
 378 S. Monterey Drive
 Moore, SC 29369

Bryan Bullington
 378 S. Monterey Drive
 Moore, SC 29369

4. EFFECTIVE TIME OF RELEASES.

The releases described above shall become effective immediately upon the Effective Date, as defined herein, and upon the execution and delivery to Lender of the Promissory Note #1, Promissory Note #2, Blanket Continuing Security Agreement, Continuing Pelletizer Security Agreement, Cross Default Agreement, Acknowledgement of Mortgage, and this Agreement.

5. GENERAL PROVISIONS.

- (a) Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Parties, and their respective successors, assigns, heirs, executors, and administrators; provided that the Parties shall not assign any duties hereunder without the written consent of all other Parties. Written notice shall be given to all parties to this Agreement within ten (10) days of any assignment.
- (b) Waiver and Amendment. Neither Party may waive any of the terms or conditions of this Agreement, nor may this Agreement be amended or modified, except by a duly signed writing referring to the specific provision to be waived, amended, or modified.
- (c) Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among the Parties hereto and their affiliates.
- (d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

- (e) Governing Law. This Agreement shall be governed by the laws of the State of South Carolina, without regard to its conflicts of law provisions.
- (f) Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties, with the full intent of releasing all claims. The Parties acknowledge that:
- i. they have read this Agreement;
 - ii. they have been represented, or, in the alternative, have had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
 - iii. they understand the terms and consequences of this Agreement and of the releases it contains; and
 - iv. they are fully aware of the legal and binding effect of this Agreement.
- (g) No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties, and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.
- (h) Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
- (i) The Effective Date of this Agreement ("Effective Date") shall be the date on which a final, non-appealable order by the U.S. Bankruptcy Court for the District of South Carolina is entered.
- (j) In the event that there is a conflict in the terms of this Agreement and the terms of the Promissory Note #1, Promissory Note #2, Blanket Security Agreement, Pelletizer Security Agreement, Cross Default Agreement, and/or Acknowledgement of Mortgage, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

(Signatures on Following 4 Pages)

INTEGRATED RECYCLING GROUP OF SC, LLC

By: J. Murphy Armstrong, Jr.Its: PresidentJ. Murphy Armstrong, Jr.STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared J. MURPHY ARMSTRONG, JR. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRES of Integrated Recycling Group of SC, LLC, a limited liability company doing business in the State of South Carolina, the within named Debtor and that he as such PRES, executed the foregoing instrument for the purposes therein contained, by signing the name of Integrated Recycling Group of SC, LLC by himself as such PRES.

WITNESS my hand and seal at office, on this 22nd day of OCTOBER, 2011.

My Commission Expires: 9/23/14James H. Cassidy
Notary Public

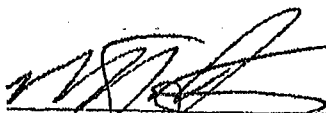
J. Murphy Armstrong, Jr.
J. MURPHY ARMSTRONG, JR.

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, J. Murphy Armstrong, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

My Commission Expires: 9/23/14James H. Cassidy
Notary Public

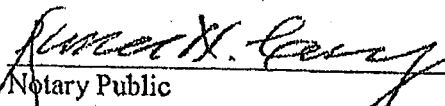

 MICHAEL T. ARMSTRONG

STATE OF SOUTH CAROLINA)
 COUNTY OF RICHMOND)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, Michael T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of October, 2011.

My Commission Expires: 9/23/11


 Notary Public

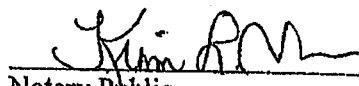

 MARGARET T. ARMSTRONG

STATE OF South Carolina)
 COUNTY OF Spartanburg)

Personally appeared before me, Margaret T. Armstrong, a Notary Public in and for said State and County, Margaret T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 28th day of Oct., 2011.

My Commission Expires: 3-30-2019


 Notary Public

ABB, INC.

By: ABB Inc. A.B. BullingtonIts: PresidentSTATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Before me, a notary public of the state and county aforesaid, personally appeared A.B. Bullington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRES of ABB, Inc., a corporation doing business in the State of South Carolina, the within named Lender and that he as such PRES, executed the foregoing instrument for the purposes therein contained, by signing the name of ABB, Inc. by himself as such PRES.

WITNESS my hand and seal at office, on this 27 day of October, 2011.My Commission Expires: 9/22/11James H. Long
Notary Public

BULLINGTON FAMILY PARTNERSHIP, LP A/K/A BFP

By: ABB Inc. B.P.Its: President A.B. BullingtonSTATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Before me, a notary public of the state and county aforesaid, personally appeared A.B. Bullington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the GP of Bullington Family Partnership, LP a/k/a BFP the within named Lender and that he as such B.P., executed the foregoing instrument for the purposes therein contained, by signing the name of Bullington Family Partnership, LP a/k/a BFP by himself as such B.P..

WITNESS my hand and seal at office, on this 27th day of October, 2011.My Commission Expires: 9/22/11James H. Long
Notary Public

x. Al Bullington
AL BULLINGTON

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, Al Bullington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

My Commission Expires: 9/23/14

James H. Cassidy
Notary Public

Bryan Bullington
BRYAN BULLINGTON

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Personally appeared before me, JAMES H. CASSIDY, a Notary Public in and for said State and County, Bryan Bullington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

My Commission Expires: 9/23/14

James H. Cassidy
Notary Public

"EXHIBIT A" TO DEBT SETTLEMENT AGREEMENT

MONTANA PROPERTY

Lots 1, 2, 3, and 4 in Block 2 of SAFETY BAY VILLA SITE, a subdivision of Lake County, Montana, according to the map or plat thereof on file in the office of the Clerk and Recorder of Lake County, Montana.

"EXHIBIT B" TO DEBT SETTLEMENT AGREEMENT

EQUIPMENT

1. Margasa TN 1500 (Tearing Line 2) and all pieces of equipment on invoice 197/06, manufactured by Margasa, with serial number 603.803, including 5 motors
2. Pierret Cutter and metal detector, serial number X0707645160 (Cutter No. 1)
3. Pierret Cutter with transfer conveyor, serial number x0703638160 (Cutter No. 2)
4. Tex-Mach, Inc. Continental Horizontal Bale Press, 575 Volts, Serial No. 2876 and 6" Hump Magnet (Horizontal Press)
5. Hauser QLA 3100 Panel Cutter manufactured by Parker Hannifin GmbH, serial number 20050410
6. Replacement Barrel and Screw for the NGR manufactured by Next Generation Pelletizer
7. Antec Computer with gigabyte board, serial number GA-81945P-G
8. Acer computer monitor, serial number X10-60273
9. Bridgeport Sander, serial number j-82355 and all associated bits and milling tools
10. Sunby surface grinder, serial number 13453
11. Ball and Jewell grinder and all screens, serial number 32789 (Grinder 1)
12. Rapid granulator grinder and all screens, serial number 601410 (Grinder 2)
13. Herboldt Grinder #55830, Blower and Conveyor from Syncot Plastics, Inc.

"EXHIBIT C" TO DEBT SETTLEMENT AGREEMENT**COLLATERAL**

All of Debtor's right, title and interest in the following personal property ("Collateral") (each capitalized term as defined in Article 9 of the South Carolina Uniform Commercial Code), wherever located and whether now owned by Debtor or hereafter acquired, including but not limited to:

- a) all Inventory;
- b) all General Intangibles;
- c) all Accounts;
- d) all Chattel Paper;
- e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services;
- f) all Equipment, including, but not limited to, those items listed on "Exhibit B";
- g) all Commercial Tort Claims;
- h) all Letter-of-Credit Rights;
- i) all parts, replacements, substitutions, profits, products, Accessions and cash and non-cash Proceeds and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral shall include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

"EXHIBIT D" TO DEBT SETTLEMENT AGREEMENT**LENDER'S AND THE BULLINGTONS' RELEASE**

For and in consideration of the Promissory Note #1, Promissory Note #2, Cross Default Agreement, Blanket Continuing Security Agreement, Continuing Pelletizer Security Agreement, Acknowledgement of Mortgage, and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lender and the Bullingtons, Lender and the Bullingtons do hereby fully and forever remise, release, and discharge, and by these presents, do for its/their agents, servants, past, present, or future officers, shareholders, directors, employees, attorneys, representatives, parents, subsidiaries, subdivisions, executors, administrators, predecessors, successors, and assigns (the "Lender Releasing Parties"), remise, release, and discharge Debtor and the Principals and any of its/their heirs, agents, servants, past, present, or future officers, shareholders, directors, employees, attorneys, representatives, parents, subsidiaries, subdivisions, affiliated or related entities, affiliates, executors, administrators, predecessors, successors and assigns (the "Debtor Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, interest, penalties, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity, under federal or state constitutions, statutes, laws, ordinances, or regulations, or under common law, whether known or unknown, foreseen or unforeseen, that Lender Releasing Parties ever had, have, or could have against Debtor Released Parties in connection with the subject matter relating to the Debt and to the Equipment, including but not limited to those claims related to the Bankruptcy, the 362 Motion, the Adversary Proceeding and the State Court Action, but do not release Debtor from claims arising from a breach of this Agreement or default under the Promissory Note #1, Promissory Note #2, Cross Default Agreement, Blanket Continuing Security Agreement, Continuing Pelletizer Security Agreement, Mortgage, or Acknowledgement of Mortgage. Lender further agrees to withdraw the 362 Motion and to dismiss the State Court Action with prejudice.

ABB, INC.

By: *Al Bullington*
 Its: *President*

Al Bullington
 AL BULLINGTON

BULLINGTON FAMILY
 PARTNERSHIP, LP A/K/A BFP

By: *Al Bullington, C.P.*
 Its: *Al Bullington, President*

Bryan Bullington
 BRYAN BULLINGTON

"EXHIBIT E" TO DEBT SETTLEMENT AGREEMENT**DEBTOR AND THE PRINCIPALS' RELEASE**

For and in consideration of the release set forth above and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Debtor and the Principals, Debtor and the Principals do hereby fully and forever remise, release, and discharge, and by these presents, do for its/their agents, servants, past, present, or future officers, shareholders, directors, employees, attorneys, representatives, parents, subsidiaries, subdivisions, affiliated or related entities, affiliates, executors, administrators, predecessors, successors, and assigns (the "Debtor Releasing Parties"), remise, release, and discharge Lender and the Bullingtons, and any of its/their heirs, agents, servants, past, present, or future officers, shareholders, directors, employees, attorneys, representatives, parents, subsidiaries, subdivisions, executors, administrators, predecessors, successors and assigns (the "Lender Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, interest, penalties, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever in law or in equity, under federal or state constitutions, statutes, laws, ordinances, or regulations, or under common law, whether known or unknown, foreseen or unforeseen, that Debtor Releasing Parties ever had, have, or could have against Lender Released Parties in connection with the subject matter relating to the Debt and to the Equipment, including but not limited to all claims related to the Bankruptcy, the 362 Motion, the Adversary Proceeding and the State Court Action, but do not release Lender or the Bullingtons from claims arising from a breach of this Agreement. Debtor further agrees to dismiss the Adversary Action with prejudice.

INTEGRATED RECYCLING GROUP OF SC, LLC

By: J. Murphy Armstrong, Jr.

Its: PRESIDENT

J. Murphy Armstrong, Jr.
J. MURPHY ARMSTRONG, JR.

[Signature]
MICHAEL T. ARMSTRONG

EXHIBIT B

PROMISSORY NOTE #1

\$1,400,000.00

10/27, 2011

This Note ("Promissory Note #1" or "Note") is entered into by and between **INTEGRATED RECYCLING GROUP OF SC, LLC** (referred to herein as "Borrower"), having an address for purposes herein of 5899 N MAIN ST. COMPENS SC, 29130 and **ABB, INC.** and **BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP** (collectively referred to herein as "Lender"), having an address for purposes herein of 378 S. Monterey Dr., Moore, SC 29369, or at such other place as Lender may designate. The terms and provisions of the Debt Settlement Agreement ("Settlement Agreement") entered into between Borrower and Lender simultaneously herewith are made part of this Promissory Note #1 and incorporated herein by reference.

1. FOR VALUE RECEIVED, Borrower hereby promises to pay to the order of Lender the principal sum of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) (the "Loan Amount"), which shall bear interest at 4.00% per annum, amortized for a period of twenty (20) years, said principal and interest to be paid as follows: beginning on first (1st) day of the month immediately following the Effective Date of the Settlement Agreement, and monthly thereafter on the first (1st) day of each month, Borrower shall pay the sum of Eight Thousand Four Hundred Eighty-Three and 72/100 Dollars (\$8,483.72), with a final payment of all outstanding principal and interest no later than five (5) years after the Effective Date of the Settlement Agreement ("Maturity Date"). All principal and interest shall be paid in lawful money of the United States of America.

2. Borrower shall have the right to prepay any principal and interest of this Note prior to the Maturity Date without penalty.

3. Default: If any payment of principal and interest or other indebtedness is not received by Lender within ten (10) days of the date on which said payment is due, this Note will be considered to be in default ("Default"). "Received" shall mean that the payment has been hand-delivered to the recipient, or has been paid by electronic funds and there is a corresponding electronic transfer receipt. An event of default by Debtor under the terms of Promissory Note #2 as set forth and defined in the Settlement Agreement, shall also be an event of default under this Note.

4. Right To Cure: Borrower shall be entitled to a notice of Default and right to cure such Default within fifteen (15) days ("Right To Cure"). Borrower is entitled to such Right To Cure only one (1) time per calendar year (the first year shall begin on the Effective Date of the Settlement Agreement and continue for twelve (12) months thereafter, at which time the next year will begin and so on). If the notice of Right To Cure is given and there is no cure within the fifteen (15) days as set forth in this paragraph, then the Lender shall be entitled to pursue its remedies for Default. For purposes of the notice, "received" shall mean that the item has been placed in the United States Mail, postage prepaid, or has been hand-delivered to the recipient at

the address indicated for the Borrower above, unless another address has been designated in writing.

5. Upon Default, damages will be incurred by Lender, including additional expense in handling overdue payments, the amount of which is difficult and impractical to ascertain. Borrower therefore agrees to the terms and provisions of the Settlement Agreement. If Borrower is in Default under the terms of this Note or Promissory Note #2, subject to any right to cure, then, at the option of the holder and without notice, this Note and Promissory Note #2, together with the accrued interest and all other loan charges, shall become immediately due and payable and Lender may pursue Borrower's collateral, including but not limited to the Montana Property.

6. Borrower waives presentment, protest and demand, notice of protest, demand and dishonor and nonpayment, and agrees the Maturity Date of this Note or any installment may be extended without affecting any liability hereunder, and further promise to pay all reasonable costs and expenses, including but not limited to, attorney's fees incurred by Lender in connection with any default or in any proceeding to enforce any provision of this Note.

7. This Note may not be changed or terminated orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. All of the rights, privileges and obligations hereunder shall inure to the benefit of the heirs, successors and assigns of Lender and shall bind the heirs, successors and assigns of Borrower.

8. This Note is secured by the Collateral of the Borrower, the Pelletizer, and the Montana Property, as such terms are defined in the Settlement Agreement.

9. In the event of default by Borrower, Lender shall have all rights as set forth in the Settlement Agreement, including the right to declare default of that certain Promissory Note in the amount of \$1,700,000 entered into between the parties simultaneously herewith.

10. If any provision of this Note shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein.

11. This Note may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.

12. This Note is not intended to be a novation. There is no new debt. This Note is being executed in connection with the Settlement Agreement, which terms shall survive the execution of this Note.

13. This Note shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of law principles.

INTEGRATED RECYCLING GROUP OF SC, LLC

By: J. Murphy Armstrong Jr.Its: PRESIDENTSTATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared J. MURPHY ARMSTRONG JR. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRESIDENT of Integrated Recycling Group of SC, LLC, a limited liability company doing business in the State of South Carolina, the within named Borrower and that he as such PRESIDENT, executed the foregoing instrument for the purposes therein contained, by signing the name of Integrated Recycling Group of SC, LLC by himself as such PRESIDENT.

WITNESS my hand and seal at office, on this 21st day of OCTOBER, 2011.My Commission Expires: 9/23/11
[Signature]
Notary Public

EXHIBIT C

BLANKET CONTINUING SECURITY AGREEMENT

THIS AGREEMENT made as of 10-27, 2011, under the laws of the State of South Carolina, between **ABB, INC.** and **BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP** (collectively, "Secured Party"), and **INTEGRATED RECYCLING GROUP OF SC, LLC** (the "Debtor") (all of the foregoing may hereinafter at times be referred to collectively as the "Parties" and/or individually as a "Party"). The terms and provisions of the Debt Settlement Agreement ("Settlement Agreement") entered into between Secured Party and the Debtor simultaneously herewith are made part of this Security Agreement and incorporated herein by reference. The Effective Date of this Security Agreement shall be the Effective Date of the Settlement Agreement.

W I T N E S S E T H:

To secure the payment of an indebtedness in the amount of One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000.00), as reflected in the attached promissory note ("Promissory Note #1" or "Note") and payable pursuant to the terms of said Note, Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party, the equipment on "**Exhibit A**" attached hereto and specifically incorporated herein by reference (the "Equipment"), along with the property on "**Exhibit B**" attached hereto and specifically incorporated herein by reference (the "Property"), which the Debtor represents will be used primarily in its business, together with all property, goods and chattels of the same classes as those indicated on Exhibit A and Exhibit B, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination, all proceeds there for, if any, and all substitutions, replacements and

accessions thereto, all hereinafter referred to as the "Collateral."

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

(a) To pay and perform all of the obligations secured by this agreement according to their terms.

(b) To defend the title to the Collateral against all persons and against all claims and demands whatsoever which Collateral except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except those disclosed on the attached Exhibit C.

(c) On reasonable demand of the Secured Party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Collateral and pay all cost of filing in connection therewith.

(d) To retain possession of the tangible Collateral during the existence of this agreement and except in the ordinary course of business, not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party or payment in full of the obligation due under Promissory Note #1.

(e) To keep the Equipment at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.

(f) To keep the Collateral free and clear of all liens, charges, encumbrances, taxes

and assessments except for liens and/or claims that exist and have been disclosed at the time of the execution of this Security Agreement as indicated on Exhibit C.

(g) To keep the Equipment at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.

(h) To keep the Equipment and inventory insured against loss by fire (including extended coverage), theft, and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the Equipment and/or inventory and shall promptly file proofs of loss with insurers.

(i) To immediately notify the Secured Party in writing of any change or in discontinuance of Debtor's place or places of business.

2. GENERAL PROVISIONS.

(a) The Note is a separate instrument and may be negotiated by Secured Party without releasing Debtor or the Collateral. Debtor consents to any extension of time of payment.

(b) Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this

security agreement, shall not constitute a waiver of any subsequent or other default or failure.

(c) Notice to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address as follows or otherwise designated in writing:

To Debtor:
Integrated Recycling Group of SC, LLC
5899 N. Main Street
Cowpens, SC 29330

To Secured Party:
ABB, Inc.
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

To Secured Party:
Bullington Family Partnership, LP
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

(d) The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement.

(e) The following shall constitute a default by Debtor:

Failure to pay the principal or any installment of principal or of interest on the Note when due.

An event of default as defined in the Note, the Settlement Agreement and/or that certain Cross Default Agreement executed simultaneously herewith.

Failure by Debtor to comply with or perform any provision of this Security

Agreement or the Settlement Agreement.

False or misleading representations or warranties made or given by Debtor in connection with this agreement.

Subjection of the Collateral to levy of execution or other judicial process.

Commencement of any insolvency proceeding by or against the Debtor which had not been instituted at the time of the execution of this agreement.

Any material reduction in the value of the Collateral, other than due to normal depreciation or normal wear and tear, or an act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

(f) Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as are accorded to a secured party by the applicable section of the Uniform Commercial Code respecting "default" in effect as of the date of this agreement.

Upon any default, the Secured Party's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the Collateral shall be chargeable to the Debtor.

The Debtor shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand.

If the Debtor shall default in the performance of any of the provisions of this

agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion may: (1) enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the Collateral, or render it unusable, or dispose of the Collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to make the Collateral available to the Secured Party at the place of the Debtor's operations; or (3) Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor as shown above, at least seven (7) days before the time of the sale or disposition.

(g) Secured Party may assign this agreement and if assigned, the assignee shall be entitled, upon notifying the Debtor in writing with the written agreement of Secured Party, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder.

(h) The Secured Party has a valid and perfected Security Interest in the Collateral, as evidenced by the certain UCC-1 Financing Statement attached hereto as Exhibit D, and the certain UCC-3 Continuation attached hereto as Exhibit E (together, the "UCC Statements"). The Secured Party is hereby authorized to amend or continue said UCC Statements, or to file such

additional Financing Statement(s), as the Secured Party deems appropriate and necessary to protect its interest in the Collateral.

(i) This Security Agreement is further subject to all of the terms and conditions of the Settlement Agreement between and among the respective parties to said Settlement Agreement. The Settlement Agreement is made a part of this Security Agreement to the same extent and with the same force and effect as if it were fully set forth herein.

(j) The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SIGNATURES ON FOLLOWING 3 PAGES)

INTEGRATED RECYCLING GROUP OF SC, LLC

By: J. Murphy Armstrong Jr.
 Its: PRESIDENT

STATE OF SOUTH CAROLINA)
 COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared J. Murphy Armstrong Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Integrated Recycling Group of SC, LLC, a limited liability company doing business in the State of South Carolina, the within named Debtor and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of Integrated Recycling Group of SC, LLC by himself as such President.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy
 Notary Public

My Commission Expires: 9/23/14

J. Murphy Armstrong, Jr.
 J. MURPHY ARMSTRONG, JR.

STATE OF SOUTH CAROLINA)
 COUNTY OF Richland)

Personally appeared before me, James H. Cassidy, a Notary Public in and for said State and County, J. Murphy Armstrong, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy
 Notary Public

My Commission Expires: 9/23/14

Michael T. Armstrong
 MICHAEL T. ARMSTRONG

STATE OF SOUTH CAROLINA)
 COUNTY OF Richland)

Personally appeared before me, James H. Cassidy, Jr., a Notary Public in and for said State and County, Michael T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy, Jr.
 Notary Public
 My Commission Expires: 9/23/14

ABB, INC.

By: *ABB Inc.*

Its: *ABB Bullington, Jr.*

STATE OF SOUTH CAROLINA)
 COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared ABB Bullington, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of ABB, Inc., a corporation doing business in the State of South Carolina, the within named Secured Party and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of ABB, Inc. by himself as such President.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy, Jr.
 Notary Public

My Commission Expires: 9/23/14

BULLINGTON FAMILY PARTNERSHIP, LP A/K/A BFP

By: ABP Inc. G.P.

Its: ABP Bullington LP

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared AB Bullington Jr.; with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the GP of Bullington Family Partnership, LP a/k/a BFP, the within named Secured Party and that he as such GP, executed the foregoing instrument for the purposes therein contained, by signing the name of Bullington Family Partnership, LP a/k/a BFP by himself as such GP.

WITNESS my hand and seal at office, on this 27th day of October, 2011.

James H. Berry
Notary Public
My Commission Expires: 2/23/14

"EXHIBIT A" TO SECURITY AGREEMENT**EQUIPMENT**

1. Margasa TN 1500 (Tearing Line 2) and all pieces of equipment on invoice 197/06, manufactured by Margasa, with serial number 603.803, including 5 motors
2. Pierret Cutter and metal detector, serial number X0707645160 (Cutter No. 1)
3. Pierret Cutter with transfer conveyor, serial number x0703638160 (Cutter No. 2)
4. Tex-Mach, Inc. Continental Horizontal Bale Press, 575 Volts, Serial No. 2876 and 6" Hump Magnet (Horizontal Press)
5. Hauser QLA 3100 Panel Cutter manufactured by Parker Hannifin GmbH, serial number 20050410
6. Milling Machine
7. Lift Truck
8. Replacement Barrel and Screw for the NGR manufactured by Next Generation Pelletizer
9. Antec Computer with gigabyte board, serial number GA-81945P-G
10. Acer computer monitor, serial number X10-60273
11. Bridgeport Sander, serial number J-82355 and all associated bits and milling tools
12. Sunby surface grinder, serial number 13453
13. Ball and Jewell grinder and all screens, serial number 32789 (Grinder 1)
14. Rapid granulator grinder and all screens, serial number 601410 (Grinder 2)
15. Herboldt Grinder #55830, Blower and Conveyor from Syncot Plastics, Inc.

"EXHIBIT B" TO SECURITY AGREEMENT

All of Debtor's right, title and interest in the following personal property ("Collateral") (each capitalized term as defined in Article 9 of the South Carolina Uniform Commercial Code), wherever located and whether now owned by Debtor or hereafter acquired, including but not limited to:

- a) all Inventory;
- b) all General Intangibles;
- c) all Accounts;
- d) all Chattel Paper;
- e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services;
- f) all Equipment, including, but not limited to, those items listed on "Exhibit A";
- g) all Commercial Tort Claims;
- h) all Letter-of-Credit Rights;
- i) all parts, replacements, substitutions, profits, products, Accessions and cash and non-cash Proceeds and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral shall include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

"EXHIBIT C" TO SECURITY AGREEMENT**EXISTING CLAIMS**

Internal Revenue Service ("IRS"): According to its Amended Proof of Claim filed on June 15, 2011, the IRS claims a lien on all property of the Debtor in the amount of \$180,963.46. The claimed lien is based on unpaid FICA taxes for the following tax periods: 9/30/2009, 12/31/2009, 03/31/2010, and 06/30/2010. Further according to said Amended Proof of Claim, Notice of Tax Liens were filed on August 27, 2010, and August 29, 2010.

S.C. Department of Revenue ("SCDOR"): According to its Proof of Claim filed on May 18, 2011, the SCDOR claims a lien on all property of the Debtor in the amount of \$7,036.82. The claimed lien is based on Employer Withholding tax penalties for the following periods: 09/01/2009, 12/01/2009, 03/01/2010, 06/01/2010, and 09/01/2010. Further according to said Proof of Claim, Tax Liens were filed on September 13, 2010, November 5, 2010, December 30, 2010, and March 28, 2011.

S.C. Department of Employment and Workforce ("SCDEW"): SCDEW claims a lien on the property of the Debtor in the amount of \$1,077.19. The lien is based on employment taxes for the year 2009.

EXHIBIT D

UCC1

STATE OF SOUTH CAROLINA FILING FEES

\$ 8.00 - For the FIRST TWO pages \$20.00 - Public Finance Transaction
 \$ 2.00 - For THIRD page \$20.00 - Manufactured Home Transaction
 \$ 1.00 - Each ADDITIONAL page after the THIRD page

For each additional Debtor more than two (2), add \$2.00 for each additional Debtor

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional) Al Bullington	
B SEND ACKNOWLEDGMENT TO (Name and Address) ABB, Inc. 368 Tyger Ranch Road Buffalo, SC 29321	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) do not abbreviate or combine names				
1a ORGANIZATION'S NAME Integrated Recycling Group of SC, LLC				
OR 1b INDIVIDUAL'S LAST NAME				
1c MAILING ADDRESS 5899 North Main Street Coupens SC 29330				
1d TAX ID # (Organizations) (Optional)	ADDL INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION	1f JURISDICTION OF ORGANIZATION	1g ORGANIZATIONAL ID # if any ☐ NONE
2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) do not abbreviate or combine names				
2a ORGANIZATION'S NAME				
OR 2b INDIVIDUAL'S LAST NAME				
2c MAILING ADDRESS 368 Tyger Ranch Road Buffalo SC 29321				
2d TAX ID # (Organizations) (Optional)	ADDL INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION	2g ORGANIZATIONAL ID # if any ☐ NONE
3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)				
3a ORGANIZATION'S NAME ABB, Inc.				
OR 3b INDIVIDUAL'S LAST NAME				
3c MAILING ADDRESS				

4 This FINANCING STATEMENT covers the following collateral

First Security Interest in the following personal property (including any proceeds and products), whether now owned or later acquired, wherever located, Accounts Receivable, Equipment, Furniture, Fixtures, Inventory, Instruments, Chattel Paper, General Intangibles.

5 ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AS LIEN	NON-UCC FILING
6 This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)						
7 REQUEST SEARCH REPORT(S) ON UCC 11 FORM				All Debtors Debtor 1 Debtor 2		
8 OPTIONAL FILER REFERENCE DATA						

FILING OFFICE COPY - SC SECRETAR

060327-1031123

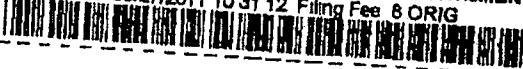
UCC-1 FINANCING STATEMENT
Lapse Date 03/27/2011 10:31:12 Filing Fee 8.00/12

EXHIBIT E

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Gregory J. English	864-242-8247
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Wyche Burgess Freeman & Parham P.O. Box 728 Greenville, SC 29602-0728	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

060327-1031123

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor at ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c.

☐ DELETE name: Give record name to be deleted in Item 6a or 6b.

☐ ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Integrated Recycling Group of SC, LLC

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID# (Organizations)

ADD'L INFO RE ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID#, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

First security interest in the following personal property (including any proceeds and products), whether now or later acquired, wherever located: accounts receivable, equipment, furniture, fixtures, inventory, instruments, chattel paper, and general intangibles

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

ABB, Inc.

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(01/01/2011)

110316-0841636

UCC-3 CONTINUATION

Lapse Date: 03/27/2016 09:41:53 Filing Fee: \$ ORIG



EXHIBIT D

CONTINUING PELLETIZER SECURITY AGREEMENT

THIS AGREEMENT made as of 10/27, 2011, under the laws of the State of South Carolina, between **ABB, INC.** and **BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP** (collectively, "Secured Party"), **INTEGRATED RECYCLING GROUP OF SC, LLC** (the "Debtor"), and **J. MURPHY ARMSTRONG, JR.** and **MICHAEL T. ARMSTRONG** (together, the "Principals") (all of the foregoing may hereinafter at times be referred to collectively as the "Parties" and/or individually as a "Party"). The terms and provisions of the Debt Settlement Agreement ("Settlement Agreement") entered into between Parties simultaneously herewith are made part of this Security Agreement and incorporated herein by reference. The Effective Date of this Security Agreement shall be the Effective Date of the Settlement Agreement.

WITNESSETH:

To secure the payment of an indebtedness in the amount of One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000.00), as reflected in the attached promissory note ("Promissory Note #1" or the "Note") and payable pursuant to the terms of said Note, Principals hereby grant and convey to the Secured Party a security interest in, and mortgage to the Secured Party, that certain 60 Ton Air Cooled Pelletizing Machine/Cooler, Model #NGR105VSP, Series #Q02028 (the "Pelletizer"), which the Principals represent will be used primarily in Debtor's business, together with all proceeds there for, if any, and all substitutions, replacements and accessions thereto, all hereinafter referred to as the "Collateral."

1. PRINCIPALS WARRANT, COVENANT AND AGREE AS FOLLOWS:

- (a) To defend the title to the Collateral against all persons and against all claims

and demands whatsoever which Collateral except for the security interest granted hereby, is lawfully owned by the Principals and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments.

(b) On reasonable demand of the Secured Party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Collateral and pay all cost of filing in connection therewith.

(c) To retain possession of the Collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party or payment in full of the obligation due under Promissory Note #1. Secured Party hereby consents to the lease of the Collateral to the Debtor. Secured Party is entitled to an assignment of all rents (see Assignment of Leases, Rents and Profits attached hereto as Exhibit A and incorporated herein by reference).

(d) To keep the Collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.

(e) To keep the Collateral free and clear of all liens, charges, encumbrances, taxes and assessments.

(f) To keep the Collateral, at Principals' own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and

to make same available for inspection by the Secured Party at all reasonable times.

(g) To keep the Collateral insured against loss by fire (including extended coverage), theft, and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Principals to do so. Principals shall give immediate written notice to the Secured Party and to insurers of loss or damage to the Collateral and shall promptly file proofs of loss with insurers.

(h) To immediately notify the Secured Party in writing of any change or in discontinuance of Principals' place or places of business.

2. GENERAL PROVISIONS.

(a) The Note is a separate instrument and may be negotiated by Secured Party without releasing Principals or the Collateral. Principals consent to any extension of time of payment.

(b) Waiver of or acquiescence in any default by the Principals, or failure of the Secured Party to insist upon strict performance by the Principals of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

(c) Notice to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address as follows or otherwise designated in writing:

To Debtor:
Integrated Recycling Group of SC, LLC
5899 N. Main Street
Cowpens, SC 29330

To Principal:
J. Murphy Armstrong, Jr.
1425 Parkins Mill Rd.
Greenville SC 29607

To Principal:
Michael T. Armstrong
10 Rockwood Dr
Greenville, SC. 29605

To Secured Party:
ABB, Inc.
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

To Secured Party:
Bullington Family Partnership, LP
c/o Al Bullington
378 S. Monterey Drive
Moore, SC 29369

(d) The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement.

(e) The following shall constitute a default hereunder:

Debtor's failure to pay the principal or any installment of principal or of interest on the Note when due.

An event of default as defined in the Note, the Settlement Agreement and/or that certain Cross Default Agreement executed simultaneously herewith.

Failure by Principals to comply with or perform any provision of this Security Agreement or the Settlement Agreement.

False or misleading representations or warranties made or given by Principals in connection with this agreement.

Subjection of the Collateral to levy of execution or other judicial process.

Commencement of any insolvency proceeding by or against the Principals which had not been instituted at the time of the execution of this agreement.

Any material reduction in the value of the Collateral, other than due to normal depreciation or normal wear and tear, or an act of the Principals which imperils the prospect of full performance or satisfaction of the Principals' obligations herein.

(f) Upon any default hereunder and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as are accorded to a secured party by the applicable section of the Uniform Commercial Code respecting "default" in effect as of the date of this agreement.

Upon any default, the Secured Party's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the Collateral shall be chargeable to the Principals.

Debtor shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand.

If the Principals shall default in the performance of any of the provisions of this agreement on the Principals' part to be performed, Secured Party may perform same for the Principals' account and any monies expended in so doing shall be chargeable with interest to the Principals and added to the indebtedness secured hereby.

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion may: (1) enter upon Principals' and/or Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the Collateral, or render it unusable, or dispose of the Collateral on the Principals' and/or Debtor's premises and the Principals agree not to resist or interfere; (2) require Principals to make the Collateral available to the Secured Party at the place of the Principals' and/or Debtor's operations; or (3) Secured Party will give Principals reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Principals as shown above, at least seven (7) days before the time of the sale or disposition.

(g) Secured Party may assign this agreement and if assigned, the assignee shall be entitled, upon notifying the Principals in writing with the written agreement of Secured Party, to performance of all of Principals' obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder.

(h) The Secured Party has a valid and perfected Security Interest in the Collateral, as evidenced by that certain UCC-1 Financing Statement attached hereto as **Exhibit B**, and that certain UCC-1 Financing Statement, as continued and assigned to the Secured Party, attached hereto

as Exhibit C (together, the "UCC Statements"). The Secured Party is hereby authorized to amend or continue said UCC Statements, or to file such additional Financing Statement(s), as the Secured Party deems appropriate and necessary to protect its interest in the Collateral.

(i) This Security Agreement is further subject to all of the terms and conditions of the Settlement Agreement between and among the respective parties to said Settlement Agreement. The Settlement Agreement is made a part of this Security Agreement to the same extent and with the same force and effect as if it were fully set forth herein.

(j) The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SIGNATURES ON FOLLOWING 3 PAGES)

INTEGRATED RECYCLING GROUP OF SC, LLC

By: J. Murphy Armstrong Jr.

Its: PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Before me, a notary public of the state and county aforesaid, personally appeared J. Murphy Armstrong Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRES of Integrated Recycling Group of SC, LLC, a limited liability company doing business in the State of South Carolina, the within named Principals and that he as such PRES, executed the foregoing instrument for the purposes therein contained, by signing the name of Integrated Recycling Group of SC, LLC by himself as such PRES.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James M. Cassidy
Notary Public

My Commission Expires: 9/23/14

J. Murphy Armstrong Jr.
J. MURPHY ARMSTRONG, JR.

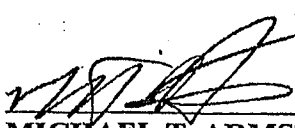
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Personally appeared before me, JAMES M. CASSIDY, a Notary Public in and for said State and County, J. Murphy Armstrong, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James M. Cassidy
Notary Public

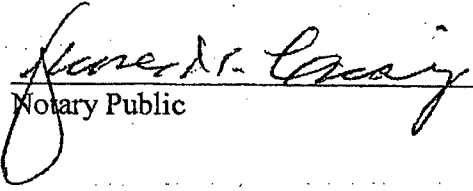
My Commission Expires: 9/23/14


MICHAEL T. ARMSTRONG

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

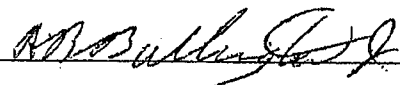
Personally appeared before me, JAYE H. CASSIDY, a Notary Public in and for said State and County, Michael T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.


Notary Public

My Commission Expires: 9/23/14

ABB, INC.

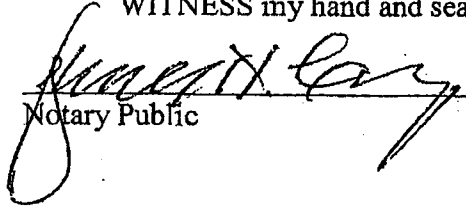
By: 

Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Before me, a notary public of the state and county aforesaid, personally appeared A.B. Bullington Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRES of ABB, Inc., a corporation doing business in the State of South Carolina, the within named Secured Party and that he as such PRES, executed the foregoing instrument for the purposes therein contained, by signing the name of ABB, Inc. by himself as such PRES.

WITNESS my hand and seal at office, on this 27 day of OCTOBER, 2011.


Notary Public

My Commission Expires: 9/23/14

BULLINGTON FAMILY PARTNERSHIP, LP A/K/A BFPBy: A.B. Ince, G.P.Its: A.B. Bullington, PresidentSTATE OF SOUTH CAROLINA)
COUNTY OF RICHMOND)

Before me, a notary public of the state and county aforesaid, personally appeared A.B. Bullington, G.P. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the G.P. of **Bullington Family Partnership, LP a/k/a BFP**, the within named Secured Party and that he as such G.P., executed the foregoing instrument for the purposes therein contained, by signing the name of **Bullington Family Partnership, LP a/k/a BFP** by himself as such G.P..

WITNESS my hand and seal at office, on this 27 day of October, 2011.

James H. Ensey
Notary Public

My Commission Expires: 9/23/11

EXHIBIT A TO CONTINUING PELLETIZER SECURITY AGREEMENT

STATE OF SOUTH CAROLINA)

ASSIGNMENT OF LEASES,

COUNTY OF SPARTANBURG)

RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (hereinafter called "Assignment of Leases") is made this 27th day of October, 2011, by **J. MURPHY ARMSTRONG, JR.** and **MICHAEL T. ARMSTRONG** (hereinafter called "Assignor"), whose address for purposes hereof is 5899 N MAIN ST. COLUMBIA, SC 29330, **ABB, INC.** and **BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP** (hereinafter called "Assignee").

WITNESSETH:

Assignor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, the following:

A. All rights, interests and estates of Assignor in, to and under all lease agreements of or pertaining to that certain 60 Ton Air Cooled Pelletizing Machine/Chiller, Model #NGR105VSP, Series #Q02028 or the improvements located thereon (the "Subject Property"), together with all renewals and extensions of such lease agreements and other instruments and all other lease agreements that may hereafter be entered into, and which cover a portion of the Subject Property (all such lease agreements, other instruments, renewals and extensions being herein called the "Leases"); and

B. All rents, rentals and other sums of money that may now and at any time hereafter become due and payable to Assignor under the terms of the Leases; and

C. Any and all monies, awards or other payments paid or payable by any and all Lessees under the Leases in lieu of rent including but not limited to any damages (all such monies, awards or payments including but not limited to damages herein collectively called the "Damages") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Subject Property; and

D. Any and all revenues, profits, royalties, rights and benefits for the Subject Property.

This Assignment of Leases is made by Assignor as additional security for the payment of the following Note, obligation, indebtedness and liabilities: (a) that certain Promissory Note from Integrated Recycling Group of SC, LLC to ABB, INC. and BULLINGTON FAMILY PARTNERSHIP, LP a/k/a BFP dated 10.27, 2011, in the principal amount of One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000.00), with interest at the rate or rates therein provided, both principal and interest being payable as therein provided, and containing a provision for the payment of a reasonable additional amount as attorney's fees, and all other notes given in substitution therefor or in renewal or extension thereof, in whole or in part (hereinafter called the "Note").

1. Assignor hereby represents, covenants and warrants unto Assignee that Assignor is the sole owner of the entire Lessor's interest in the Leases, that Assignor has not executed any prior assignments of the Leases or the rents, rentals and other sums of money that become due and payable thereunder; that no rent reserved in the Leases or any of them has been assigned or anticipated and no rent for any period subsequent to the date of this assignment has been collected in advance of the time when the same became due under the terms of the applicable Lease; that Assignor has performed no act or executed any other instrument which might prevent Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; that Assignor has not executed or granted any modifications to any existing Leases except as previously disclosed to Assignee; that all existing Leases are valid and in full force and effect; that there exists no defense, counterclaim or set off to the payment of the rent under the Leases; and that there are no defaults now existing under the Leases and no event has occurred which with the passage of time or the giving of notice, or both would constitute a default.

2. Assignor agrees that, so long as the indebtedness evidenced by the Note or any part thereof shall remain unpaid, Assignor will make no assignment, pledge or disposition of the Leases or the rents, rentals and other sums of money that become due and payable thereunder; nor will Assignor subordinate any of the Leases to any deed of trust or mortgage or any other encumbrances of any kind or permit, consent or agree to such subordination; nor will Assignor reduce the rent, rentals or other sums of money payable under any of the Leases, modify, alter or amend the Leases or give any consent, concession or waiver or exercise any option required or permitted by the terms of any of the Leases; nor will Assignor cancel or terminate any of the Leases, accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of Lessee thereunder; nor will Assignor consent to an assignment or sublease of the interest and estate of the Lessees under any of the Leases, except as permitted by the terms of a Lease which has previously been approved by Assignee; nor will Assignor modify or change the terms of any guaranty of any of the Leases or cancel or terminate such guaranty; nor will Assignor enter into additional Leases covering any portion of the Subject Property except generally in the standard form of

Lease approved by Assignee without first having obtained the written consent of Assignee; and any such acts, if done or permitted to be done without the prior written consent of Assignee, shall be null and void and shall constitute a default under the Note and Security Interest.

3. Assignor covenants with Assignee to observe and perform all the obligations imposed upon the Lessor under the Leases and not to do or permit to be done anything to impair the security thereof; to exercise any option or election contained in or relating to any of the Leases which Assignee shall require; at Assignee's request to assign and transfer to Assignee by specific assignment of Leases, in the form of this Assignment of Leases, any and all subsequent Leases upon all or any part of the Subject Property (it being understood and agreed that no such specific assignment shall be required for such subsequent Leases to be covered by and included within this Assignment of Leases as provided herein); and to execute and deliver at the request of Assignee all such further assignments in the premises covered by the Leases as Assignee shall from time to time require.

4. This instrument is a present assignment of Assignor's rights in the Leases. Assignee shall have the right, power and privilege (but shall be under no duty) immediately to demand, collect and sue for, in its own name, or in the name of the Assignor, all rents, rentals and other sums of money due and payable under the Leases, as they become due and payable, including those past due and unpaid, and to apply such rents, rentals and other sums of money to the payment of the Note and other indebtedness secured by the Security Interest, principal, interest, attorneys' and collection fees, in such order as the Assignee in its sole discretion may determine, as the same may be due and payable. Notwithstanding the foregoing, until an "Event of Default" as defined in the Note and in that certain Continuing Pelletizer Security Agreement (hereinafter the "Security Interest") and Debt Settlement Agreement executed simultaneously herewith, Assignee shall not collect rents or other revenues pursuant to its rights hereunder, and Assignee shall permit Assignor to collect such rents and revenues. Upon an Event of Default as defined in the preceding sentence, Assignee shall have the right, power and privilege (but shall be under no duty) to take possession of the Subject Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper and Assignee may apply any rents, rentals and other sums of money received hereunder to the payment (in such order as Assignee may determine) of: (a) all reasonable and customary expenses of managing the Subject Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Subject Property, including without being limited thereto, all taxes, assessments, charges, claims, utility costs, and premiums for insurance, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Subject Property and/or collecting the rents, rentals and other sums of money due and payable under the Leases; and (b) the Note and other indebtedness secured by the Security Interest, principal, interest, attorneys' and collection fees, in such

order as Assignee in its sole discretion may determine. A written demand by Assignee on each Lessee for the payment of rent, rentals and other sums of money that become due under the Leases shall be sufficient to warrant such Lessee to make all future payments of such rents, rentals and other sums of money directly to Assignee without the necessity for further consent by Assignor. Each such Lessee shall be entitled to rely upon a written demand by Assignee for such payment and shall be fully protected from any claims by Assignor for all payments made to Assignee after receipt by such written demand.

5. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Subject Property, or any part thereof, or from any other act or omission of Assignee in managing the Subject Property, nor shall Assignee be obligated to perform or discharge any obligation, duty or liability under said Leases or under or by reason of this instrument or the exercise of rights or remedies hereunder. Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this instrument or the exercise of rights or remedies hereunder and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases except for acts or failures to act constituting willful misconduct or bad faith by Assignee. Should Assignee incur any such liability under the Leases or under or by reason of this instrument or the exercise of rights or remedies hereunder or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand, failing which Assignee may, at its option, declare all indebtedness secured hereby and by the Security Interest to be immediately due and payable. This Assignment of Leases shall not operate to place responsibility upon Assignee for the control, care, management or repair of the Subject Property, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Subject Property by the tenants or by any other parties or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

6. Nothing contained herein and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Security Interest or a waiver or curing of any default hereunder or under the Note and/or the Security Interest, and this Assignment of Leases is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and the Security Interest. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or

subsequent to any action taken by it hereunder.

7. If the Note and all other indebtedness secured hereby and by the Security Interest be paid as the same becomes due and payable and if all of the covenants, warranties, undertakings and agreements made in the Security Interest and the Debt Settlement Agreement and in this Assignment of Leases are kept and performed, this Assignment of Leases shall become null and void and of no further force and effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Note or such other indebtedness to remain unpaid or any of such covenants, warranties, undertakings and agreements not to be kept or performed shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment of Leases and any person may, and is hereby authorized to rely thereon. Assignor hereby authorizes and directs the Lessees named in the Leases or any other or future Lessee or occupant of the premises described therein or of the Subject Property or any part thereof, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and Security Interest and to pay over to Assignee all rents, rentals and other sums of money arising or accruing under any of the Leases or from the Premises described therein or any other portion of the Subject Project and to continue so to do until otherwise notified by Assignee.

8. Assignee shall be and is deemed to be the creditor of each Lessee under the Leases in respect of any and all claims for damages, assignment for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Lessee (without obligation on the part of Assignee, however, to file or make timely filings in such proceeding or otherwise to pursue creditor's rights therein). Assignor hereby assigns to Assignee any and all damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceeding with option to Assignee to apply damages or any money received by Assignee as such creditor in reduction of the indebtedness (in the inverse order of maturity) secured by or to be paid under the Security Interest. Assignor hereby appoints Assignee attorney-in-fact to appear in any action and/or to collect any such money or payment.

9. Assignee may take or release other security for the payment of the Note and other indebtedness secured by the Security Interest, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Note and such other indebtedness without prejudice to any of its rights under this Assignment of Leases.

10. Assignee may at any time and from time to time in writing (a) waive compliance by Assignor with any covenant herein made by Assignor to the extent and in the manner specified in such writing; (b) consent to Assignor doing any act which hereunder Assignor is

prohibited from doing, or consent to Assignor failing to do any act which hereunder Assignor is required to do, to the extent and in the manner specified in such writing; or (c) release any part of the Subject Property and/or Leases, or any interest therein from this Assignment of Leases. No such act shall in any way impair the rights of Assignee hereunder except to the extent specifically agreed to by Assignee in such writing.

11. The rights and remedies of Assignee hereunder shall not be impaired by any indulgence, including but not limited to (a) any renewal, extension or modification which Assignee may grant with respect to any indebtedness secured hereby, (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Assignee may grant in respect of any item of the Subject Property and/or the Leases or any part thereof of any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of any indebtedness secured hereby.

12. A determination that any provision of this Assignment of Leases is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment of Leases to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

13. Notwithstanding the conveyance or transfer of title to any or all of the Subject Property to any Lessee under any of the Leases, the Lessee's leasehold interest under such Lease shall not merge into the title and the Lessee shall remain obligated under such Lease as assigned by this Assignment of Leases.

14. The terms, provisions, representations and warranties herein contained shall be binding upon Assignor and the successors and assigns of Assignor, and shall inure to the benefit of Assignee, its successors and assigns. All references in this Assignment of Leases to Assignor or Assignee shall be deemed to include all such successors and assigns of such respective party.

15. Within this Assignment of Leases, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. References in this Assignment of Leases to "herein," "hereunder" or "hereby" shall refer to this entire Assignment of Leases, unless the context otherwise requires.

16. Assignor and Assignee submit to the jurisdiction of any Court of competent jurisdiction within the State of South Carolina. Assignor and Assignee agree that any action concerning this Assignment, the Note or any other Loan Document, whether initiated by Assignee, Assignor or any other party, shall be tried only in a Court of competent jurisdiction within the State of South Carolina. All matters arising hereunder shall be determined in

accordance with the law and practice of such South Carolina court. Assignor further agrees to comply with all requirements necessary to give such court in personam jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested, to the Assignor at Assignor's address set forth above or any new address of which Assignee has been notified by Assignor in writing.

17. ASSIGNOR AND ASSIGNEE WAIVE, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT AND IN ANY LITIGATION CONCERNING ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE THAT ASSIGNOR MAY ASSERT AGAINST ASSIGNEE.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Leases to be executed on the day, month and year first above written.

J. Murphy Armstrong, Jr.
J. MURPHY ARMSTRONG, JR.

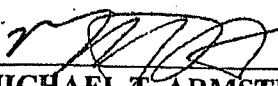
STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Personally appeared before me, JAMES H. Cassidy, a Notary Public in and for said State and County, J. Murphy Armstrong, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.

James H. Cassidy
Notary Public

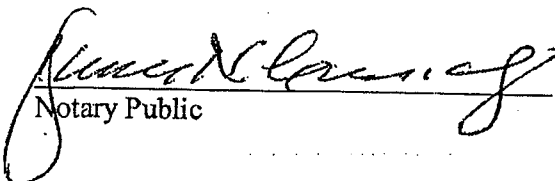
My Commission Expires: 9/23/14


MICHAEL T. ARMSTRONG

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

Personally appeared before me, JAMES H. Cassidy, a Notary Public in and for said State and County, Michael T. Armstrong, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 27th day of OCTOBER, 2011.


Notary Public

My Commission Expires: 9/23/14

EXHIBIT B

~~FOR FILING IN TO COURT~~**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Pam Gilliam 864-594-5887

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

First National Bank of the South
P. O. Box 3606
Spartanburg, SC 29304

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE #

040808-953237

16. THIS FINANCING STATEMENT AMENDMENT is to be filed for record in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement continued for the additional period provided by applicable law.3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ ASSIGNMENT (in whole or in part): One name of assignor in item 7a or 7b and address of assignor in item 7c and also give name of assignee in item 7d.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor ☒ Secured Party of record. Check only one of the two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and 7.

☐ CHANGE name and/or address (give current record name in item 6a or 6b and also give new name if name changes in item 7a or 7b and address in item 7c or 7d). ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c and 7d if applicable.

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME
ARMSTRONG & CO

OR 6b. INDIVIDUAL'S LAST NAME

ARMSTRONG

FIRST NAME
MICHAELMIDDLE NAME
T

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID #, SEN OR EIN

ADD'L INFO ON ORGANIZATION

DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Delete the collateral ☐ deleted or ☐ added; give only ☒ modified collateral description, or delete the collateral ☐ assigned.60 TON AIR COOLED PALLETIZING MACHINE/CHILLER
MODEL #NCR105VSP
SERIES #Q020289. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of debtor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

FIRST NATIONAL BANK OF THE SOUTH

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA
400714400

FILING OFFICE COPY -- NATIONAL UCC FINANCING

Banks & Systems Inc. 41 F500, RPT Form UCC-3-LAZ 8/10/2007

080114-1018428

UCC-3 CONTINUATION

Lapse Date: 08/08/2014 10:16:42 Filing Fee: 8 ORIG

EXHIBIT C

~~EXHIBIT E TO COMPLAINT~~

UCCI

STATE OF SOUTH CAROLINA FILING FEES

\$ 8.00 - For the FIRST TWO pages \$20.00 - Public Finance Transaction

\$ 2.00 - For THIRD page \$20.00 - Manufactured Home Transaction

\$ 1.00 - Each ADDITIONAL page after the THIRD page

For each additional Debtor more than two (2), add \$2.00 for each additional Debtor

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO (Name and Address)

ABB, Inc.
PO Box 15127
Spartanburg, SC 29302

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME

OR 1b INDIVIDUAL'S LAST NAME

Integrated Recycling Group of SC, LLC

1c MAILING ADDRESS

5899 North Main Street

CITY

Cowpens

STATE

SC

POSTAL CODE

29330

COUNTRY

1d TAX ID # (Organizations)

ADDL INFO RE ORGANIZATION DEBTOR

1e TYPE OF ORGANIZATION

LLC

1f JURISDICTION OF ORGANIZATION

SC

1g ORGANIZATIONAL ID #, if any

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME

2c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d TAX ID # (Organizations)

ADDL INFO RE ORGANIZATION DEBTOR

2e TYPE OF ORGANIZATION

2f JURISDICTION OF ORGANIZATION

2g ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME

OR 3b INDIVIDUAL'S LAST NAME

ABB, Inc.

3c MAILING ADDRESS

CITY

Spartanburg

STATE

SC

POSTAL CODE

29302

COUNTRY

4. This FINANCING STATEMENT covers the following collateral

Next Generation Recycling Machine AKA Pelletizer
Model: NGR105 V SP
Machine # Q-02028

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ SALES/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. REQUEST SEARCH REPORT(S) ON UCC 11 FORM ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - SC SECRETARY

060731-0848367

UCC-1 FINANCING STATEMENT

Lapse Date 07/31/2011 09:48:36 Filing Fee 8.00 ORIG



EXHIBIT E

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Dana M. Lahey	864-349-2606
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME				
Integrated Recycling Group of SC, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS				
5899 N. Main St.		CITY	STATE	POSTAL CODE COUNTRY
		Cowpehs	SC	29330 USA
1d. TAX ID# (Organizations)	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
DO NOT PROVIDE		LLC	South Carolina	☐ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS				
		CITY	STATE	POSTAL CODE COUNTRY
2d. TAX ID# (Organizations)	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
DO NOT PROVIDE				☐ NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME				
ABB, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS				
c/o Al Bullington 378 S. Monterey Dr.		CITY	STATE	POSTAL CODE COUNTRY
		Moore	SC	29369 USA

4. This FINANCING STATEMENT covers the following collateral:

A first security interest in the property listed on Exhibit A to Security Agreement and Exhibit B to Security Agreement, both of which are attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM		NOT USED			
8. OPTIONAL FILER REFERENCE DATA							
Integrated Recycling Group of SC, LLC							

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

"EXHIBIT A" TO SECURITY AGREEMENT

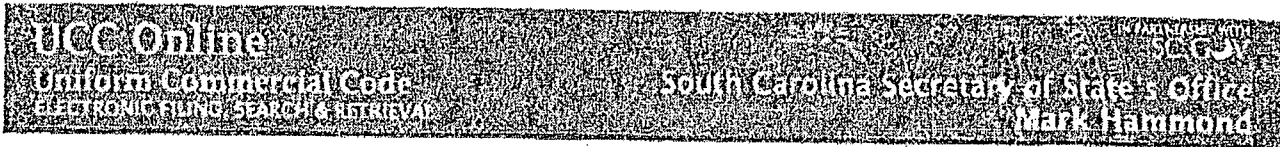
EQUIPMENT

1. Margasa TN 1500 (Tearing Line 2) and all pieces of equipment on invoice 197/06, manufactured by Margasa, with serial number 603.803, including 5 motors
2. Pierret Cutter and metal detector, serial number X0707645160 (Cutter No. 1)
3. Pierret Cutter with transfer conveyor, serial number x0703638160 (Cutter No. 2)
4. Tex-Mach, Inc. Continental Horizontal Bale Press, 575 Volts, Serial No. 2876 and 6" Hump Magnet (Horizontal Press)
5. Hauser QLA 3100 Panel Cutter manufactured by Parker Hannifin GmbH, serial number 20050410
6. Milling Machine
7. Lift Truck
8. Replacement Barrel and Screw for the NGR manufactured by Next Generation Pelletizer
9. Antec Computer with gigabyte board, serial number GA-81945P-G
10. Acer computer monitor, serial number X10-60273
11. Bridgeport Sander, serial number J-82355 and all associated bits and milling tools
12. Sunby surface grinder, serial number 13453
13. Ball and Jewell grinder and all screens, serial number 32789 (Grinder 1)
14. Rapid granulator grinder and all screens, serial number 601410 (Grinder 2)
15. Herboldt Grinder #55830, Blower and Conveyor from Syncot Plastics, Inc.

"EXHIBIT B" TO SECURITY AGREEMENT

All of Debtor's right, title and interest in the following personal property ("Collateral") (each capitalized term as defined in Article 9 of the South Carolina Uniform Commercial Code), wherever located and whether now owned by Debtor or hereafter acquired, including but not limited to:

- a) all Inventory;
- b) all General Intangibles;
- c) all Accounts;
- d) all Chattel Paper;
- e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services;
- f) all Equipment, including, but not limited to, those items listed on "Exhibit A";
- g) all Commercial Tort Claims;
- h) all Letter-of-Credit Rights;
- i) all parts, replacements, substitutions, profits, products, Accessions and cash and non-cash Proceeds and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral shall include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

**Receipt****Transaction History**

File ID Number	111122-1146349
Acknowledge Copy To	ROE CASSIDY COATES & PRICE PA
Email Address	
Payment Method	Check (33482)
Subscriber Account	N/A
Filing Date/Time	11/22/2011 11:46 AM

Items Purchased

Item	Price
UCC 1 Filing Fee	\$10.00
Total Amount Due	\$10.00
Total Amount Collected	\$10.00

Any overpayment will be retained by the filing office.

Did you know? Effective April 25, 2011, you can file all UCCs online 24 hours a day, 7 days a week at <https://ucconline.sc.gov/uccfiling/>

ELECTRONICALLY FILED - 2017 Apr 13 12:09 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4204147

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Denise Eubanks 8642428303	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Gregory English 44 East Camperdown Way Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1051272 NS

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 10:51 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic

Records Access: \$8.00

Total: \$16.00

Order ID# 47816612

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

111122-1146349

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9. For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record☐ CHANGE name and/or address: Complete Item 6a or 6b; and Item 7a or 7b and Item 7c☐ ADD name: Complete Item 7a or 7b, and Item 7c☐ DELETE name: Give record name to be deleted in Item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

ABB INC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtor: Integrated Recycling Group of SC, LLC

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey		864-349-2606
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Integrated Recycling Group of SC, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5899 N. Main St.		CITY Cowpens	STATE SC	POSTAL CODE 29330
1d. TAX ID# (Organizations) DO NOT PROVIDE	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION South Carolina	1g. ORGANIZATIONAL ID #, if any ☐ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID# (Organizations) DO NOT PROVIDE	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR(S)) - Insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Bullington Family Partnership, LP a/k/a BFP				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o Al Bullington 378 S. Monterey Dr.		CITY Moore	STATE SC	POSTAL CODE 29369
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

A first security interest in the property listed on Exhibit A to Security Agreement and Exhibit B to Security Agreement, both of which are attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM		NOT USED			
8. OPTIONAL FILER REFERENCE DATA Integrated Recycling Group of SC, LLC							

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

"EXHIBIT A" TO SECURITY AGREEMENT

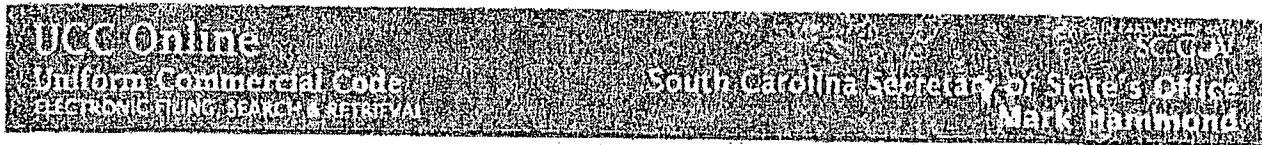
EQUIPMENT

1. Margasa TN 1500 (Tearing Line 2) and all pieces of equipment on invoice 197/06, manufactured by Margasa, with serial number 603.803, including 5 motors
2. Pierret Cutter and metal detector, serial number X0707645160 (Cutter No. 1)
3. Pierret Cutter with transfer conveyor, serial number x0703638160 (Cutter No. 2)
4. Tex-Mach, Inc. Continental Horizontal Bale Press, 575 Volts, Serial No. 2876 and 6" Hump Magnet (Horizontal Press)
5. Hauser QLA 3100 Panel Cutter manufactured by Parker Hannifin GmbH, serial number 20050410
6. Milling Machine
7. Lift Truck
8. Replacement Barrel and Screw for the NGR manufactured by Next Generation Pelletizer
9. Antec Computer with gigabyte board, serial number GA-81945P-G
10. Acer computer monitor, serial number X10-60273
11. Bridgeport Sander, serial number j-82355 and all associated bits and milling tools
12. Sunby surface grinder, serial number 13453
13. Ball and Jewell grinder and all screens, serial number 32789 (Grinder 1)
14. Rapid granulator grinder and all screens, serial number 601410 (Grinder 2)
15. Herboldt Grinder #55830, Blower and Conveyor from Syncot Plastics, Inc.

"EXHIBIT B" TO SECURITY AGREEMENT

All of Debtor's right, title and interest in the following personal property ("Collateral") (each capitalized term as defined in Article 9 of the South Carolina Uniform Commercial Code), wherever located and whether now owned by Debtor or hereafter acquired, including but not limited to:

- a) all Inventory;
- b) all General Intangibles;
- c) all Accounts;
- d) all Chattel Paper;
- e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services;
- f) all Equipment, including, but not limited to, those items listed on "Exhibit A";
- g) all Commercial Tort Claims;
- h) all Letter-of-Credit Rights;
- i) all parts, replacements, substitutions, profits, products, Accessions and cash and non-cash Proceeds and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral shall include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

**Receipt****Transaction History**

File ID Number	111122-1144289
Acknowledge Copy To	ROE CASSIDY COATES & PRICE PA
Email Address	
Payment Method	Check (33481)
Subscriber Account	N/A
Filing Date/Time	11/22/2011 11:44 AM

Items Purchased

Item	Price
UCC 1 Filing Fee	\$10.00
Total Amount Due	\$10.00
Total Amount Collected	\$10.00

Any overpayment will be retained by the filing office.

Did you know? Effective April 25, 2011, you can file all UCCs online 24 hours a day, 7 days a week at <https://uconline.sc.gov/uccfiling/>

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Denise Eubanks 8642428303	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) ☐ Gregory English 44 East Camperdown Way ☐ Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1043056 NS

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 10:43 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 47816498

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
111122-11442891b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 132. ☐ TERMINATION: Effectiveness of the Financing Statement Identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement Identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b; and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

BULLINGTON FAMILY PARTNERSHIP LP

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtor: Integrated Recycling Group of SC, LLC

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey		864-349-2806
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Dana M. Lahey Roe Cassldy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

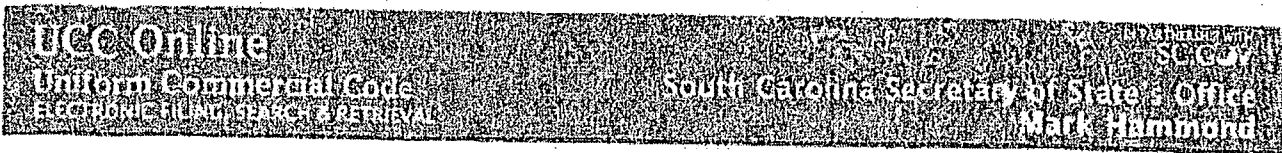
1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME Integrated Recycling Group of SC, LLC					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 5899 N. Main St.		CITY Cowpens	STATE SC	POSTAL CODE 29330	COUNTRY USA
1d. TAX ID# (Organizations) DO NOT PROVIDE	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION South Carolina		1g. ORGANIZATIONAL ID #, if any ☐ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID# (Organizations) DO NOT PROVIDE	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any ☐ NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME ABB, Inc.					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS c/o Al Bullington 378 S. Monterey Dr.		CITY Moore	STATE SC	POSTAL CODE 29369	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
 60 Ton Air Cooled Pelletizing Machine/Chiller
 Model #NGR105VSP
 Series #Q02028

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING	
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable.	
7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM ☐ NOT USED	
8. OPTIONAL FILER REFERENCE DATA Integrated Recycling Group of SC, LLC	

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

**Receipt****Transaction History**

File ID Number	111122-1120598
Acknowledge Copy To	ROE CASSIDY COATES & PRICE PA
Email Address	
Payment Method	Check (33477)
Subscriber Account	N/A
Filing Date/Time	11/22/2011 11:20 AM

Items Purchased

Item	Price
UCC 1 Filing Fee	\$8.00
Total Amount Due	\$8.00
Total Amount Collected	\$8.00

Any overpayment will be retained by the filing office.

Did you know? Effective April 25, 2011, you can file all UCCs online 24 hours a day, 7 days a week at <https://ucconline.sc.gov/uccfiling/>

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Denise Eubanks 8642428303	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
☐ Gregory English 44 East Camperdown Way ☐ Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1033587

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 10:33 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic

Records Access: \$8.00

Total: \$16.00

Order ID# 47816002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
111122-1120598

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS:

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

ABB INC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtor: Integrated Recycling Group of SC, LLC

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey		864-349-2606
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME					
Integrated Recycling Group of SC, LLC					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY		STATE	POSTAL CODE COUNTRY
5899 N. Main St.		Cowpens		SC	29330 USA
1d. TAX ID# (Organizations)	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
DO NOT PROVIDE		LLC	South Carolina		
☐ NONE					
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE COUNTRY
2d. TAX ID# (Organizations)	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
DO NOT PROVIDE					
☐ NONE					
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME					
Bullington Family Partnership, LP a/k/a BFP					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE COUNTRY
c/o Al Bullington 378 S. Monterey Dr.		Moore		SC	29369 USA

4. This FINANCING STATEMENT covers the following collateral:

60 Ton Air Cooled Pelletizing Machine/Chiller
 Model #NGR105VSP
 Series #Q02028

5. ALTERNATIVE DESIGNATION (if applicable):					
☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)			7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM		
8. OPTIONAL FILER REFERENCE DATA			NOT USED		
Integrated Recycling Group of SC, LLC					

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

**Receipt****Transaction History**

File ID Number	111122-1119211
Acknowledge Copy To	ROE CASSIDY COATES & PRICE PA
Email Address	
Payment Method	Check (33480)
Subscriber Account	N/A
Filing Date/Time	11/22/2011 11:19 AM

Items Purchased

Item	Price
UCC 1 Filing Fee	\$8.00
Total Amount Due	\$8.00
Total Amount Collected	\$8.00

Any overpayment will be retained by the filing office.

Did you know? Effective April 25, 2011, you can file all UCCs online 24 hours a day, 7 days a week at <https://ucconline.sc.gov/uccfiling/>

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Denise Eubanks	8642428303
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
☐ Gregory English 44 East Camperdown Way ☐ Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1024315

NS

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 10:24 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 47815814

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

 1a. INITIAL FINANCING STATEMENT FILE NUMBER
 111122-1119211

 1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. File: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

 2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

 3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9. For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8

 4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

 5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete Item 6a or 6b; and Item 7a or 7b and Item 7c ☐ ADD name: Complete Item 7a or 7b, and Item 7c ☐ DELETE name: Give record name to be deleted in Item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

 8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME			
BULLINGTON FAMILY PARTNERSHIP LP			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtor: Integrated Recycling Group of SC, LLC

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201-1113

ROA Page 208

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey 864-349-2606	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603	

SC Secretary of State

File ID: 111122-1140047

Lapse Date: 11/22/2016

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME Armstrong		FIRST NAME J. Murphy	MIDDLE NAME	SUFFIX Jr.
1c. MAILING ADDRESS 1425 Parkins Mill Rd.		CITY Greenville	STATE SC	POSTAL CODE 29607
1d. TAX ID# (Organizations) DO NOT PROVIDE	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME Armstrong		FIRST NAME Michael	MIDDLE NAME T.	SUFFIX
2c. MAILING ADDRESS 10 Rockwood Dr.		CITY Greenville	STATE SC	POSTAL CODE 29605
2d. TAX ID# (Organizations) DO NOT PROVIDE	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME ABB, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o Al Bullington 378 S. Monterey Dr.		CITY Moore	STATE SC	POSTAL CODE 29369
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

60 Ton Air Cooled Pelletizing Machine/Chiller
Model #NGR105VSP
Series #Q02028

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM		NOT USED			
8. OPTIONAL FILER REFERENCE DATA Integrated Recycling Group of SC, LLC							

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Denise Eubanks 8642428303	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
☐ Gregory English 44 East Camperdown Way Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1100341 NS

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 11:00 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 47816274

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
111122-11400471b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 132. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

ABB INC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtors: J. Murphy Armstrong and Michael T. Armstrong

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Dana M. Lahey		864-349-2606
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Dana M. Lahey Roe Cassidy Coates & Price, P.A. Post Office Box 10529 Greenville, SC 29603		

SC Secretary of State

File ID: 111122-1142287

Lapse Date: 11/22/2016

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
	Armstrong		J. Murphy		Jr.
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1425 Parkins Mill Rd.		Greenville	SC	29607	USA
1d. TAX ID# (Organizations)	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any
DO NOT PROVIDE					☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
	Armstrong		Michael	T.	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
10 Rockwood Dr.		Greenville	SC	29605	USA
2d. TAX ID# (Organizations)	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any
DO NOT PROVIDE					☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
Bullington Family Partnership, LP a/k/a BFP					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
c/o Al Bullington 378 S. Monterey Dr.		Moore	SC	29369	USA

4. This FINANCING STATEMENT covers the following collateral:

60 Ton Air Cooled Pelletizing Machine/Chiller
 Model #NGR105VSP
 Series #Q02028

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOL	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable).		7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM		NOT USED			
8. OPTIONAL FILER REFERENCE DATA							
Integrated Recycling Group of SC, LLC							

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

UCC-3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Denise Eubanks 8642428303	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
☐ Gregory English 44 East Camperdown Way ☐ Greenville, SC 29601	

SC SECRETARY OF STATE

161115-1111275

Lapse Date: 11/22/2021

Date: 11/15/2016

Time: 11:11 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic

Records Access: \$8.00

Total: \$16.00

Order ID# 47817004

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
111122-11422871b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 132. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 84. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete Item 6a or 6b, and Item 7a or 7b and Item 7c
☐ ADD name: Complete Item 7a or 7b, and Item 7c
☐ DELETE name: Give record name to be deleted in Item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor:

9a. ORGANIZATION'S NAME

BULLINGTON FAMILY PARTNERSHIP LP

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with SC SOS; Debtors: J. Murphy Armstrong and Michael T. Armstrong

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201 (Rev. 01/13)

ROA Page 212

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

ABB, INC., and BFP, LP, a/k/a)
BULLINGTON FAMILY PARTNERSHIP,)

Plaintiffs,)

vs.)

AFFIDAVIT OF BRYAN BULLINGTON

INTEGRATED RECYCLING GROUP)
OF SC, LLC, JOHN MURPHY)
ARMSTRONG, JR., and MICHAEL T.)
ARMSTRONG,)

Case No. 2016-CP-42-04147

Defendants.)

The undersigned, Bryan Bullington after being duly sworn, states as follows:

1. I am Vice President of Plaintiffs ABB, Inc. ("ABB"), which is the general partner of BFP, LP, a/k/a Bullington Family Partnership ("BFP") (collectively, "Plaintiffs"). I have personal knowledge of the facts set forth herein, am over eighteen (18) years of age, and am otherwise competent to give this Affidavit.

2. Plaintiffs are lawfully entitled to judgment against Defendants and to sell the Collateral described herein based upon the following facts:

3. On or about October 27, 2011, Plaintiffs and Defendants entered into that certain Debt Settlement Agreement, which was approved and given an Effective Date of November 10, 2011, by the United States Bankruptcy Court for the District of South Carolina in Bankruptcy Case No. 11-03117-jw (the "Loan Agreement"). A true and correct copy of the Loan Agreement is attached hereto as Exhibit A and incorporated herein by reference.

4. Pursuant to the Loan Agreement, on or about October 27, 2011, IRG gave ABB and BFP Promissory Note #1 in the principal amount of \$1,400,000.00, including \$898,472.00 to ABB and \$501,528.00 to BFP, with interest at the rate of four percent (4.00%) per annum, with principal and interest being due and fully payable on or before November 9, 2016. A true and correct copy of Promissory Note #1 is attached hereto as Exhibit B and incorporated herein by reference.

5. The money loaned by Plaintiffs to IRG under the Loan Agreement and Promissory Note #1 may be referred to herein collectively as the "Loan."

6. To secure the Loan, on or about October 27, 2011, IRG signed a Blanket Continuing Security Agreement granting Plaintiffs a security interest (the "Security Agreement") in IRG's inventory, general intangibles, accounts, chattel paper, instruments and documents, equipment, commercial tort claims, letter-of-credit rights, and all parts, replacements, substitutions, profits, products, accessions and cash and non-cash proceeds and supporting obligations of any of the foregoing (collectively, the "Collateral"). A true and correct copy of the Security Agreement is attached hereto as Exhibit C and incorporated herein by reference.

7. To further secure the Loan, on or about October 27, 2011, IRG, J. Murphy Armstrong, Jr., and Michael T. Armstrong signed a Continuing Pellitizer Security Agreement granting Plaintiffs a security interest (the "Pellitizer Agreement") in that certain 60 Ton Air Cooled Pelletizing Machine/Cooler, Model #NGR105VSP, Series #Q02028 (the "Pellitizer," which shall hereinafter be included in the definition of the "Collateral"). A true and correct copy of the Pellitizer Agreement is attached hereto as Exhibit D and incorporated herein by reference.

8. Plaintiffs hold duly perfected first security interests in the Collateral and Pellitizer pursuant to UCC-1 Financing Statements filed with the South Carolina Secretary of State naming

Integrated Recycling Group of SC, LLC, J. Murphy Armstrong, Jr., and Michael T. Armstrong as the Debtor, true and correct copies of which are attached hereto as Exhibit E and are incorporated herein by reference (collectively, the "UCC-1").

9. The Loan Agreement, Promissory Note #1, the Security Agreement, the Pellitizer Agreement, and the UCC-1s may be referred to herein collectively as the "Loan Documents."

10. IRG defaulted on Promissory Note #1 by failing to timely pay interest due for August 2016, September 2016, October 2016, and November 2016 in the total amount of \$33,934.80.

11. On or about October 5, 2016, Plaintiffs notified Defendants that IRG was in default of Promissory Note #1 and demanded that IRG pay Plaintiffs the amounts owed within 15 days, but IRG failed and refused to timely pay same.

12. On or about October 27, 2016, Plaintiffs notified Defendants that, because they had failed to cure the defaults of the Loan Documents, Plaintiffs were accelerating all amounts due under Promissory Note #1 and demanded that Defendants confirm that they would voluntarily surrender the Collateral and Pellitizer, but Defendants have failed and refused to confirm same.

13. As of November 10, 2016, the entire principal balance of Promissory Note #1 was due, but IRG failed and refused to timely pay same.

14. As of November 10, 2016, IRG was liable to repay to Plaintiffs the following amounts (collectively, the "Indebtedness"):

\$ 898,472.00	Principal on Promissory Note #1 due from IRG to ABB
\$ 501,528.00	Principal on Promissory Note #1 due from IRG to BFP
\$1,400,000.00	Total Indebtedness

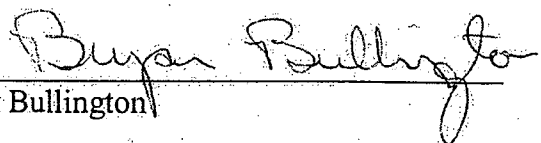
15. Defendants have made no payments on the Indebtedness since November 10, 2016. As a result of Defendants' failure to pay the Indebtedness when due and as demanded, IRG is in default of the Loan Documents and is liable to Plaintiffs for the Indebtedness, plus prejudgment interest, attorneys' fees and costs.

16. Plaintiffs provided the purchase money for all Collateral and the Pelletizer. The Total Indebtedness includes purchase money for all Collateral and the Pelletizer. In seeking to recover the Indebtedness, Plaintiffs seek to recover purchase money that is past due for all Collateral and the Pelletizer.

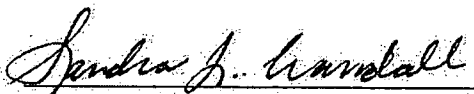
17. Plaintiffs are entitled to possession of the Collateral and the Pelletizer, which are being unlawfully detained by Defendants, and/or to sell the Collateral and the Pelletizer at IRG's premises.

18. Accordingly, this Court should enter judgment against Defendants in the amount of \$1,400,000.00, plus prejudgment interest at the rate of 8.75% per annum from November 10, 2016, plus attorneys' fees and costs, and enter an order requiring Defendants to assemble the Collateral and the Pelletizer, and authorizing Plaintiffs to sell the Collateral and the Pelletizer at IRG's premises.

FURTHER THE AFFIANT SAITH NOT.


Bryan Bullington

SWORN TO and subscribed before
me this 13 day April, 2017.


Sandra A. Randall
Notary Public for State of South Carolina
My commission expires: 9/15/23

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG)

ABB, INC., and BFP, LP, a/k/a)
BULLINGTON FAMILY PARTNERSHIP,)
)
Plaintiffs,)

vs.)

INTEGRATED RECYCLING GROUP)
OF SC, LLC, JOHN MURPHY)
ARMSTRONG, JR., and MICHAEL T.)
ARMSTRONG,)
)
Defendants.)

**PLAINTIFFS' MOTION TO STRIKE
ANSWER AND ENTER DEFAULT
JUDGMENT**

Case No. 2016-CP-42-04147

Plaintiffs ABB, Inc. ("ABB") and BFP, LP, a/k/a Bullington Family Partnership ("BFP"), hereby move the Court to strike the answer of and enter default judgment against Defendant Integrated Recycling Group of SC, LLC ("IRG") in the amount of \$1,400,000.00, plus prejudgment interest at the rate of 8.75% per annum from November 10, 2016, plus attorneys' fees and costs, order IRG to assemble the Collateral and the Pelletizer, and authorize Plaintiffs to sell the Collateral and the Pelletizer at IRG's premises.

This motion is made on the grounds that IRG is a limited liability company that may not appear in court without an attorney. In an administrative order titled *In re Unauthorized Practice of Law Rules Proposed by South Carolina Bar*, 309 S.C. 304, 422 S.E.2d 123 (1992), the South Carolina Supreme Court modified prior case law to allow a business to be represented by a non-lawyer officer, agent or employee in magistrate court, modifying *State ex rel. Daniel v. Wells*, 191 S.C. 468, 5 S.E.2d 181 (1939). *Rogers Townsend & Thomas, PC v. Peck*, Op. No. 27707 (S.C. Feb. 22, 2017). No such exception applies in Circuit Court, so that IRG may not

appear to defend this action without an attorney. *Renaissance Enter. v. Summit Teleservices*, 515 S.E.2d 257, 334 S.C. 649 (S.C. 1999) (“a non-lawyer cannot represent a corporation in circuit or appellate courts.”).

Therefore, IRG’s answer should be stricken and Plaintiffs granted default judgment for the relief sought against IRG in their complaint. Specifically, IRG owed Plaintiffs \$1,400,000.00 as of November 10, 2016 (the “Indebtedness”), Defendants have made no payments thereon since that date, the Indebtedness is secured by a first lien in the Collateral and Pellitizer, and that Plaintiffs are entitled to sell same to apply to the Indebtedness.

For the foregoing reasons, the Court should strike the answer of and enter default judgment against Defendant IRG in the amount of \$1,400,000.00, plus prejudgment interest at the rate of 8.75% per annum from November 10, 2016, plus attorneys’ fees and costs, order IRG to assemble the Collateral and the Pelletizer, and authorize Plaintiffs to sell the Collateral and the Pelletizer at IRG’s premises.

Respectfully submitted,

WYCHE, P.A.

By: s/ Gregory J. English
Gregory J. English (SC #65470)

44 East Camperdown Way
Post Office Box 728
Greenville, SC 29602-0728
(864) 242-8200

Attorneys for Plaintiffs ABB, Inc. and
BFP, LP, a/k/a Bullington Family Partnership

Dated: July 17, 2017

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

ABB, INC., et al
Plaintiffs

vs.

INTEGRATED RECYCLING GROUP
OF SC, LLC, et al
Defendants

IN THE COURT OF COMMON PLEAS
Case Number: 2016 - CP - 42 - 04147

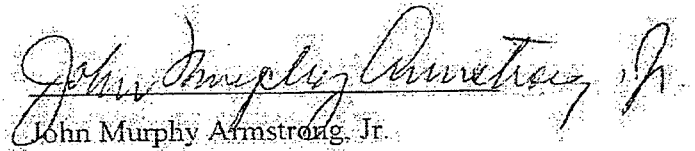
Affidavit

Defendants John Murphy Armstrong, Jr. and Michael T. Armstrong swear and affirm as follows:

1. These affiants, themselves and through their company, Integrated Recycling Group of SC, LLC (IRG), paid in excess of \$500,000.00 to Plaintiffs toward the debts which are the subject of this lawsuit. Plaintiffs have failed to correctly credit these Defendants with those payments, so the amount being sought by Plaintiffs is incorrect.
2. On August 30, 2002, BLC Capital Corporation obtained a mortgage on the property where the equipment which Plaintiff seeks to seize is located. See Exhibit A. This mortgage was assigned to BLX Conventional Funding Trust I (See Exhibit B). This mortgage (hereafter, the BLX mortgage) is still in effect.
3. This BLX mortgage attaches to all fixtures and improvements hereafter existing on the subject property.
4. In 2006, Plaintiff loaned IRG money to purchase the heavy equipment that was installed in the building that is encumbered by this mortgage. Plaintiff did not file a UCC financing statement as to this equipment until 2011.

5. The heavy equipment constitutes fixtures as it is very large, is bolted down and is very difficult to move in and out of the plant. Since Plaintiff did not file its UCC statements until 2011, the BLX mortgage would have priority over Plaintiffs' security interest.
6. Plaintiff should not be allowed to remove the equipment from the plant where it is located.

FURTHER AFFIANTS SWEAR NOT.

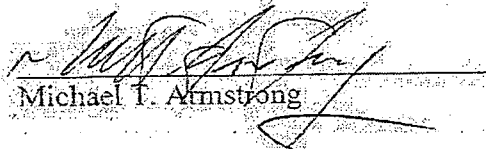

John Murphy Armstrong, Jr.

Sworn to before me this 24 day of

July, 2017


Notary Public for South Carolina

My commission expires 3/13/2022


Michael T. Armstrong

Sworn to before me this 20 day of
July, 2017


Notary Public for South Carolina

My commission expires 3/13/2022

Exhibit A

REN 2772 PAGE 254

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

MORTGAGE
(Participation)

RECORDED
02 SEP 10 PM 12:43
P.M.C.
SPARTANBURG, S.C.

This mortgage made and entered into this 30 day of August, 2002, by and between Armstrong-Cowpens, LLC (hereinafter referred to as mortgagor) and BLC Capital Corporation (hereinafter referred to as mortgagee), who maintains an office and place of business at 645 Madison Avenue, 19th Floor, New York, New York 10022.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, its successors and assigns, all of the following described property situated and being in the County of Spartanburg, State of South Carolina.

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE**

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that it is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

If all or any part of the property or any interest therein is sold or transferred by mortgagor(s) without mortgagee's prior written consent, the mortgagee may, at its option, declare all the sums secured by this mortgage to be immediately due and payable. A "sale or transfer" shall be defined to include, without limitation:

- (i) conveyance by deed,
- (ii) lease of the premises in excess of two years,
- (iii) a lease-option agreement in which the option period exceeds one year,
- (iv) contract or agreement for deed,

111PMC 153 91002H262

\$17.00 +

PAGE 1

ELECTRONICALLY FILED - 2017 Jul 25 11:51 AM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4204147

- (v) transfer of control of the mortgagor by sale or delivery of stock, agreement or otherwise,
- (vi) transfer or assignment of any beneficial interests in a trust of a trustee mortgagor, and
- (vii) assignment of any partnership interest or change in composition of a partnership mortgagor including, but not limited to, transfer or control of any corporate general partner.

This instrument is given to secure the payment of a promissory note of even date herewith in the principal sum of \$1,317,000 signed by J. Murphy Armstrong, Jr. on behalf of Armstrong-Cowpens, LLC and Armstrong & Company of South Carolina. The promissory note has a maturity date of twenty-two (22) years from the date of this note.

I. The mortgagor covenants and agrees as follows:

a. It will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. It will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. It will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, it shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. It will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All

insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. It will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. It will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. It will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with

the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if it shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of applicable South Carolina law and practice; or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the county courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state statute in state court or otherwise for the disposition of the property.

In the event of a sale hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

PAGE 4

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagee pursuant to the provisions of this instrument shall be addressed to the mortgagee at 645 Madison Avenue, 19th Floor, New York, New York 10022 and any written notice to be issued to the mortgagor shall be addressed to the mortgagor at 5899 N. Main Street, Cowpens, South Carolina 29330.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

ARMSTRONG-COWPENS, LLC

By J. Murphy Armstrong, Jr.
J. Murphy Armstrong, Jr., Member

Executed and delivered in the presence of the following witnesses:

[Signature]
[Signature]

PAGE 5

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

REM 2772 PAGE 259
ACKNOWLEDGMENT
South Carolina 30-5-30
(Effective January 1, 1995)

I, a Notary Public for South Carolina, do hereby certify that J. Murphy Armstrong, Jr. as Member of Armstrong-Cowpens, LLC appeared before me this day and acknowledged the due execution of the within Mortgage.

Witness my hand and seal this 30 day of August, 2002.

Delra J Parks
Notary Public for South Carolina

My Commission Expires: 09-29-08



PAGE 6

THIS ENVIRONMENTAL INDEMNITY RIDER IS made this 30 day of August, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (collectively the "Borrower") to secure a certain Note and Guarantees of said Note to BLC Capital Corporation (the "Lender") of the same date and covering real property described in the Security Instrument.

The Borrower hereby warrants that neither Borrower nor third-parties shall suffer or permit the property conveyed hereby, or any portion thereof to be used as a site for the storage, disposal, use, generation or manufacture of any "Hazardous Materials", suffer or permit the property to be contaminated by any Hazardous Materials or transport to or from the property conveyed hereby any Hazardous Materials. For the purpose of this deed of trust Hazardous Materials shall include but not be limited to: (i) flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials; (ii) all substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. and the Superfund Amendments and Reauthorization Act ("SARA") thereof; the Hazardous Materials Transportation Act 49 U.S.C. §1901, et seq.; the Toxic Substance Control Act, is U.S.C. § 2601, et seq.; or the Resource Conservation and Recorder Act, 42 U.S.C. ss 6901, et seq.; (iii) any similar applicable state or local statute, regulation or ordinance; and (iv) any oil based or petroleum products subject to regulation pursuant to 42 U.S.C. § 6991 (a), et seq., or applicable state law. Borrower agrees that in the event the property or any condition existing thereon is ever determined by any court or governmental agency to be violation of any law ordinance or regulation which requires correction or clean-up under any law, ordinance or regulation relating to environmental protection, occupational health or safety public health or safety or public nuisance or menace, Lender, at its option, but without obligation so to do, may correct such condition or violation and in doing so shall conclusively be deemed to be acting reasonably and for the purpose of protecting the value of its collateral, the Lender may charge all costs of correcting such conditions or violations to Borrower which amounts shall be due upon demand and secured hereby and shall bear interest from the date expended by Lender until paid at the rate set forth in the Note.

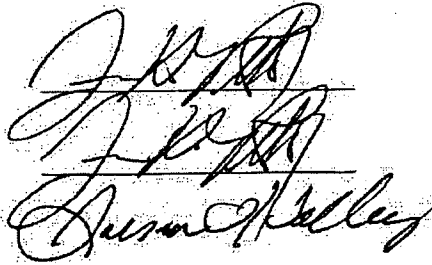
Borrower shall indemnify and hold Lender harmless from all expenses of clean-up, removal and/or correction or a condition or violations as set forth in subparagraph (a) above, occasioned by the discovery or any Hazardous Materials on or off of the property, whether or not any demand for such action is made by any regulatory agency or demand for reimbursement is made for such cleanup or correction as performed by such an agency. Borrower shall provide notice to Lender immediately upon the receipt of claims made by any third party, including without limitation, governmental agencies, against trustor or the property because of environmental contamination of the property or any portion thereof. Further, Borrower shall indemnify and hold Lender harmless from and against all claims, demands, liabilities, costs and expenses, including, without limiting the generality of the foregoing, attorneys fees, expert witness fees and all other costs of defense arising from, related to or connected with the generation, manufacture, storage, disposal, use, location, removal and/or transportation of any Hazardous Material to, upon or from the property or the contamination of the property by any Hazardous Material, whether or not such storage, disposal, use, location, transportation or contamination occurred before or after Borrower acquired or disposes of any interest in the property or was or may be in whole or in part the result of any act or omission of any third party.

REN 2772 PAGE 261

The provisions of the paragraphs above (1) shall be binding on Borrower and any guarantor of the indebtedness secured hereby or of the Note and any successor in interest to Trustee or any such guarantor, jointly and severally, and (ii) shall survive and remain enforceable notwithstanding and shall not merge in or be exonerated by the execution, delivery or acceptance of any deed in Lieu of foreclosure or any trustee's or sheriff's deed upon foreclosure, by payment and satisfaction of the indebtedness secured hereby or by the release, satisfaction and discharge of this Deed of Trust.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Hazard Indemnity Rider.

Witnesses:



BORROWER:

ARMSTRONG-COWPENS, LLC

By: 
J. Murphy Armstrong, Jr., Member

ARMSTRONG & COMPANY OF SOUTH CAROLINA

By: 
J. Murphy Armstrong, Jr.,
Vice President

STATE OF SOUTH CAROLINA)

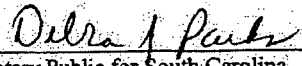
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

South Carolina 30-5-30
(Effective January 1, 1995)

I, a Notary Public for South Carolina, do hereby certify that J. Murphy Armstrong, Jr. appeared before me this day and acknowledged the due execution of the within Environmental Indemnity Rider in his capacity as Member of Armstrong-Cowpens, LLC and as Vice President of Armstrong & Company of South Carolina.

Witness my hand and seal this 30th day of August, 2002.


Notary Public for South Carolina

My Commission Expires: 09-29-08

PAGE 8

REM 2772 PAGE 262

MORTGAGE

ARMSTRONG-COWPENS, LLC

TO

BLC CAPITAL CORPORATION

RECORDING DATA

RETURN TO:

Name JAMES H. RITCHIE, JR.

Address 178 WEST MAIN STREET, SUITE 300

SPARTANBURG, SC 29306

PAGE 9

ELECTRONICALLY FILED - 2017 Jul 25 11:51 AM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4204147

PROPERTY DESCRIPTIONS

PARCEL ONE:

BEING ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, BEING AND SITUATE IN SPARTANBURG COUNTY, PARTIALLY WITHIN COWPENS CITY LIMITS, SOUTH CAROLINA, AND BEING SHOWN AND DESIGNATED AS THE 22.005 ACRE TRACT ON A PLAT BY NEIL R. PHILLIPS & COMPANY, INC. FOR FREMONT FINANCIAL CORPORATION OF THE CROWLEY BROTHERS, L.P., PROPERTY DATED 15 MARCH 1998, RECORDED ON MARCH 31, 1988, IN PLAT BOOK 140 AT PAGE 805, OFFICE OF THE REGISTER OF DEEDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA, FROM WHICH PLAT A MORE PARTICULAR DESCRIPTION IS AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 29, WHICH PIN IS 249.4 FT. EAST OF THE RIGHT-OF-WAY INTERSECTION OF U.S. HIGHWAY NO. 29 AND TOP NOTCH ROAD, FROM WHICH PIN, LEAVING THE ROAD RIGHT-OF-WAY AND RUNNING WITH THE PROPERTY LINE OF THE EDGEWOOD SUBDIVISION N 6° 02' 14" E 269.23 FT. TO AN IRON PIN FOUND, A COMMON CORNER WITH PROPERTY OF MICHAEL OSMENT; THENCE WITH THE LINE OF MICHAEL OSMENT THREE (3) CALLS S 83° 59' 00" E 150.00 FT. TO AN IRON PIN FOUND; THENCE N 0° 47' 11" W 420.12 FT. TO AN IRON PIN FOUND; THENCE N 83° 58' 28" W 350.04 FT. TO AN IRON PIN FOUND ON THE EASTERN RIGHT-OF-WAY LINE OF TOP NOTCH ROAD; THENCE WITH THE EASTERN RIGHT-OF-WAY OF TOP NOTCH ROAD N 6° 04' 16" E 148.56 FT. TO AN IRON PIN FOUND, A COMMON CORNER WITH PROPERTY OF T.A. SPRINGER; THENCE, LEAVING THE ROAD RIGHT-OF-WAY AND RUNNING WITH THE PROPERTY LINE OF T. A. SPRINGER TWO (2) CALLS N 66° 02' 50" E 314.42 FT. TO AN IRON PIN FOUND (CROSSING AT IRON PIN FOUND ON LINE AT 254.94 FT.); THENCE N 66° 01' 13" E 550.56 FT. TO AN IRON PIN FOUND ON THE PROPERTY LINE OF R.B. & D.B. SELF (CROSSING AN IRON PIN FOUND AT 345.43 FT.); THENCE WITH THE PROPERTY LINE OF R.B. & D.B. SELF S 17° 57' 39" E 1591.59 FT. TO AN IRON PIN FOUND ON THE NORTHERN RIGHT-OF-WAY OF CSX RAILROAD (CROSSING IRON PINS FOUND ON LINE AT 217.66 FT., 365.82 FT., 604.19 FT., AND 1104.56 FT.); THENCE WITH THE NORTHERN RIGHT-OF-WAY LINE OF CSX RAILROAD S 90° 00' 00" W 56.69 FT. TO AN IRON PIN FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF S.C. HIGHWAY NO. 29; THENCE, LEAVING THE RAILROAD RIGHT-OF-WAY AND RUNNING WITH THE NORTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 29 FIVE (5) CALLS (THE FIRST THREE OF WHICH ARE ALONG A CURVE IN THE ROAD RIGHT-OF-WAY) N 47° 52' 02" W A CHORD DISTANCE OF 114.96 FT. (RADIUS = 809.13 FT., ARC = 114.96 FT.) TO A POINT ON THE CURVE; THENCE N 59° 25' 46" W 211.00 FT. (RADIUS = 809.13 FT., ARC = 211.60 FT.) TO A POINT ON THE CURVE; THENCE N 74° 22' 02" W 209.70 FT. (RADIUS = 809.13 FT., ARC = 210.29 FT.) TO A POINT, THE POINT OF TANGENCY OF THE CURVE; THENCE N 83° 21' 02" W 226.00 FT. TO AN IRON PIN FOUND; THENCE N 83° 59' 30" W 372.58 FT. TO AN IRON PIN FOUND, THE BEGINNING CORNER CONTAINING 22.005 ACRES, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENT.

THIS IS THE SAME PROPERTY CONVEYED TO ARMSTRONG-COWPENS, LLC, BY DEED FROM FINOVA CAPITAL CORPORATION DATED JANUARY 29, 2001, and RECORDED JANUARY 29, 2001, in BOOK 73-H, PAGE 261, ROD OFFICE FOR SPARTANBURG COUNTY.

PARCEL TWO:

All that piece, parcel or lot of land, with improvements thereon, situate in the County of Spartanburg, State of South Carolina, and being shown and designated as 1.20 acres, more or less, lying on the east side of Four Mile Branch Road, on plat for Margaret T. Armstrong by Gooch & Associates, PA, Surveyors, dated March 31, 1992, and recorded in Plat Book 116, Page 319, ROD Office for Spartanburg County. Reference is hereby made to said plat for a more detailed metes and bounds description.

This is the same property conveyed to Margaret T. Armstrong by deed from Lemuel H. Walker, Jr., et al, recorded October 17, 1986, in Book 52-R, Page 390, and by deed from Mary S. New recorded April 1, 1966, in Book 32-H, Page 96, ROD Office for Spartanburg County.

Exhibit B

MTG-2013-36177
Recorded 5 Pages on 8/9/2013 2:12:01 PM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register



Loan No.: BLCCC20020830B
Loan Name: Armstrong-Cowpens, LLC and Armstrong & Company of South Carolina
SBA Loan No.: N/A

ASSIGNMENT OF MORTGAGE (PARTICIPATION)

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

FOR VALUE RECEIVED, CIENA CAPITAL FUNDING, LLC (f/k/a BLX Capital, LLC f/k/a BLC Capital Corp.), ("Assignor"), having a corporate address of One Independence Pointe, Suite 102, Greenville, South Carolina 29615, has this day transferred, sold, assigned, conveyed and set over to **BLX CONVENTIONAL FUNDING TRUST I ("Assignee"),** having a corporate address of One Independence Pointe, Suite 102, Greenville, South Carolina 29615, all its rights, title and interest in and to a certain **Mortgage (Participation),** executed by **Armstrong-Cowpens, LLC,** dated **8/30/2002,** recorded on **9/10/2002,** in Book **2772** at Page(s) **254,** or as Instrument Number **N/A,** in the County of **Spartanburg,** State of **South Carolina.**

The Assignor herein specifically transfers, sells, conveys and assigns to the above Assignee, its successors, representatives and assigns, the aforesaid **Mortgage (Participation),** the property described on Exhibit A, the indebtedness secured thereby, and all the powers, options, privileges and immunities therein contained.

All notices concerning this Mortgage/ Deed of Trust should be sent to the following address: Ciena Capital, LLC, Independence Corporate Park, One Independence Pointe, Suite 102, Greenville, SC 29615 Attn: Leah Lashley

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 2 day of August, 2013.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Leah Lashley

**CIENA CAPITAL FUNDING, LLC (f/k/a BLX
Capital, LLC f/k/a BLC Capital Corp.)**

[Signature]
Name: Thomas Danehey
Title: Senior Vice President

State of NORTH CAROLINA
County of MECKLENBURG

This the 2nd day of August, 2013 personally came before me Thomas Danehey, who being duly sworn says that she/he is the Senior Vice President of Ciena Capital Funding, LLC, and that this instrument was signed by her/him on behalf of said company, by its authority and the said Thomas Danehey acknowledged the said instrument to be the act and deed of said company.

Notary Public: [Signature]
Print Name: Susan M. Branch
Commission Expires: 3-3-16

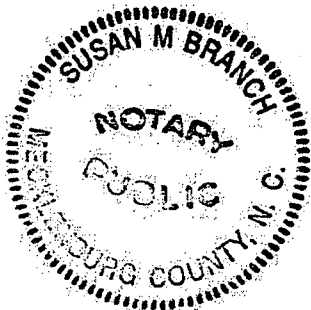


EXHIBIT A

[INSERT LEGAL DESCRIPTION OF MORTGAGED PROPERTY]

PROPERTY DESCRIPTIONS

PARCEL ONE:

BEING ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, BEING AND SITUATE IN SPARTANBURG COUNTY, PARTIALLY WITHIN COWPENS CITY LIMITS, SOUTH CAROLINA, AND BEING SHOWN AND DESIGNATED AS THE 22.005 ACRE TRACT ON A PLAT BY NEIL R. PHILLIPS & COMPANY, INC. FOR FREMONT FINANCIAL CORPORATION OF THE CROWLEY BROTHERS, L.P. PROPERTY DATED 15 MARCH 1998, RECORDED ON MARCH 31, 1988, IN PLAT BOOK 140, AT PAGE 805, OFFICE OF THE REGISTER OF DEEDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA, FROM WHICH PLAT A MORE PARTICULAR DESCRIPTION IS AS FOLLOWS.

BEGINNING AT AN IRON PIN FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 29, WHICH PIN IS 249.4 FT. EAST OF THE RIGHT-OF-WAY INTERSECTION OF U.S. HIGHWAY NO. 29 AND TOP NOTCH ROAD, FROM WHICH PIN, LEAVING THE ROAD RIGHT-OF-WAY AND RUNNING WITH THE PROPERTY LINE OF THE EDGEWOOD SUBDIVISION N 6° 02' 14" E 269.23 FT. TO AN IRON PIN FOUND, A COMMON CORNER WITH PROPERTY OF MICHAEL OSMENT; THENCE WITH THE LINE OF MICHAEL OSMENT THREE (3) CALLS S 83° 59' 00" E 150.00 FT. TO AN IRON PIN FOUND; THENCE N 0° 47' 11" W 420.12 FT. TO AN IRON PIN FOUND; THENCE N 83° 58' 28" W 350.04 FT. TO AN IRON PIN FOUND ON THE EASTERN RIGHT-OF-WAY LINE OF TOP NOTCH ROAD; THENCE WITH THE EASTERN RIGHT-OF-WAY OF TOP NOTCH ROAD N 6° 04' 16" E 148.56 FT. TO AN IRON PIN FOUND, A COMMON CORNER WITH PROPERTY OF T. A. SPRINGER; THENCE, LEAVING THE ROAD RIGHT-OF-WAY AND RUNNING WITH THE PROPERTY LINE OF T. A. SPRINGER TWO (2) CALLS N 66° 02' 50" E 314.42 FT. TO AN IRON PIN FOUND (CROSSING AT IRON PIN FOUND ON LINE AT 254.94 FT.); THENCE N 66° 01' 13" E 550.56 FT. TO AN IRON PIN FOUND ON THE PROPERTY LINE OF R.B. & D.B. SELF (CROSSING AN IRON PIN FOUND AT 345.43 FT.); THENCE WITH THE PROPERTY LINE OF R.B. & D.B. SELF S 17° 57' 39" E 1591.59 FT. TO AN IRON PIN FOUND ON THE NORTHERN RIGHT-OF-WAY OF CSX RAILROAD (CROSSING IRON PINS FOUND ON LINE AT 217.66 FT., 365.82 FT., 604.19 FT., AND 1104.56 FT.) THENCE WITH THE NORTHERN RIGHT-OF-WAY LINE OF CSX RAILROAD S 90° 00' 00" W 56.69 FT. TO AN IRON PIN FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF S.C. HIGHWAY NO. 29; THENCE LEAVING THE RAILROAD RIGHT-OF-WAY AND RUNNING WITH THE NORTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 29 FIVE (5) CALLS (THE FIRST THREE OF WHICH ARE ALONG A CURVE IN THE ROAD RIGHT-OF-WAY) N 47° 52' 02" W A CHORD DISTANCE OF 114.96 FT. (RADIUS = 809.13 FT., ARC = 114.96 FT.) TO A POINT ON THE CURVE; THENCE N 59° 25' 46" W 211.00 FT. (RADIUS = 809.13 FT., ARC = 211.60 FT.) TO A POINT ON THE CURVE; THENCE N 74° 22' 02" W 209.70 FT. (RADIUS = 809.13 FT., ARC = 210.29 FT.) TO A POINT, THE POINT OF TANGENCY OF THE CURVE; THENCE N 83° 21' 02" W 226.00 FT. TO AN IRON PIN FOUND; THENCE N 83° 59' 30" W 372.58 FT. TO AN IRON PIN FOUND, THE BEGINNING CORNER CONTAINING 22.005 ACRES, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENT.

THIS IS THE SAME PROPERTY CONVEYED TO ARMSTRONG-COWPENS, LLC, BY DEED FROM FINOVA CAPITAL CORPORATION DATED JANUARY 29, 2001, and RECORDED JANUARY 29, 2001, in BOOK 73-H, PAGE 261, ROD OFFICE FOR SPARTANBURG COUNTY.

PARCEL TWO:

All that piece, parcel or lot of land, with improvements thereon, situate in the County of Spartanburg, State of South Carolina, and being shown and designated as 1.20 acres, more or less, lying on the east side of Four Mile Branch Road, on plat for Margaret I. Armstrong by Gooch & Associates, PA, Surveyors, dated March 31, 1992, and recorded in Plat Book 116, Page 319, ROD Office for Spartanburg County. Reference is hereby made to said plat for a more detailed metes and bounds description.

This is the same property conveyed to Margaret I. Armstrong by deed from Lemuel H. Walker, Jr., et al, recorded October 17, 1986, in Book 52-R, Page 390, and by deed from Mary S. New recorded April 1, 1966, in Book 32-H, Page 96, ROD Office for Spartanburg County

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

ABB, INC., and BFP, LP, a/k/a)
BULLINGTON FAMILY PARTNERSHIP,)

Plaintiffs,)

vs.)

INTEGRATED RECYCLING GROUP)
OF SC, LLC, JOHN MURPHY)
ARMSTRONG, JR., and MICHAEL T.)
ARMSTRONG,)

Defendants.)

**REPLY AFFIDAVIT OF
BRYAN BULLINGTON**

Case No. 2016-CP-42-04147

The undersigned, Bryan Bullington after being duly sworn, states as follows:

1. I am Vice President of Plaintiffs ABB, Inc. ("ABB"), which is the general partner of BFP, LP, a/k/a Bullington Family Partnership ("BFP") (collectively, "Plaintiffs"). I have personal knowledge of the facts set forth herein, am over eighteen (18) years of age, and am otherwise competent to give this Affidavit.
2. I have reviewed the Affidavit of Defendants John Murphy Armstrong, Jr. and Michael T. Armstrong ("Defendants' Affidavit") and state that it does not create any genuine issues of material fact.
3. Specifically, Defendants' Affidavit correctly states that they have paid in excess of \$500,000 to Plaintiffs toward the Indebtedness initially totaling \$1,400,000 that is the subject of this lawsuit. As shown by Exhibit A, however, a principal balance of \$1,146,923.12 remains due and unpaid since November 2016. This is because Defendants' payments were made over the course of five years, from December 2011 through November 2016, and applied to principal

and interest at the rate of four percent (4.00%) per annum, amortized over 20 years. The interest and amortization period were fixed that certain Debt Settlement Agreement dated October 27, 2011, which was approved and given an Effective Date of November 10, 2011, by the United States Bankruptcy Court for the District of South Carolina in Bankruptcy Case No. 11-03117-jw (the "Loan Agreement"), a true and correct copy of which was attached as Exhibit A to my original Affidavit in this case, pursuant to which Defendant Integrated Recycling Group of SC, LLC ("IRG") gave ABB and BFP Promissory Note #1 in the principal amount of \$1,400,000.00, including \$898,472.00 to ABB and \$501,528.00 to BFP, and which required principal and interest payments at the rate of four percent (4.00%) per annum amortized over 20 years, with all remaining principal and interest being due and fully payable as a balloon on or before November 9, 2016. A true and correct copy of Promissory Note #1 was attached as Exhibit B to my original Affidavit in this case. A copy of the amortization schedule for Defendants' payments under Promissory Note #1 is attached hereto as Exhibit B.

4. Even though Defendants did not make timely payments and caused Plaintiffs to incur bank service charges for checks that were returned for insufficient funds, giving Defendants full credit for all payments, as shown on Exhibit A, Defendants owe the principal amount of \$1,146,923.12 that was due on November 9, 2016. Defendants have not made any payments to Plaintiffs since then.

5. Prejudgment interest at 8.75% from November 9, 2016, to August 9, 2017, is \$75,266.82, so that IRG owes Plaintiffs the total of \$1,222,189.94 as of August 9, 2017.

6. The Collateral referenced in my original Affidavit in this case is not "fixtures or improvements," but rather is personal property that can be removed from the real property without damaging it.

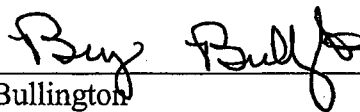
7. The claim in Defendants' Affidavit that Plaintiffs did not file UCCs covering the Collateral until 2011 – which is not made on personal knowledge – is contradicted by the public records. As shown by Exhibit C attached hereto, in connection with lending the purchase money to Defendants for the Collateral in 2006, Plaintiffs did file UCCs that show "Lapse Dates" of 2011, which were subsequently renewed in 2011 and 2016. Moreover, because the Collateral is personal property, it is not "fixtures" or "improvements" covered by the third-party mortgage.

8. IRG is liable to Plaintiffs in the following amounts (collectively, the "Indebtedness"):

\$ 736,055.94	Principal on Promissory Note #1 due from IRG to ABB
48,303.66	Prejudgment Interest to BFP through August 9, 2017
\$ 410,867.18	Principal on Promissory Note #1 due from IRG to BFP
26,963.16	Prejudgment Interest to BFP through August 9, 2017
\$1,222,189.94	Total Indebtedness

9. Defendants have made no payments on the Indebtedness since November 2016. As a result of Defendants' failure to pay the Indebtedness when due and as demanded, IRG is in default of the Loan Documents and is liable to Plaintiffs for the Indebtedness, including \$784,359.60 to ABB and \$437,830.34 to BFP, plus attorneys' fees and costs.

FURTHER THE AFFIANT SAITH NOT.


Bryan Bullington

SWORN TO and subscribed before
me this 27th day July, 2017

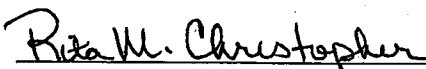

Notary Public for State of South Carolina
My commission expires: 6/6/2024

EXHIBIT A

ABB Inc.
Vendor QuickReport
January 1, 2011 through December 6, 2016**IRG PAYMENTS AND BALANCES**

Date	Memo	Amount	Interest	Principal	Balance
11/10/2011	Opening Balance				\$1,400,000.00
12/14/2011	Deposit	\$8,484.00	\$4,667	\$3,817.00	\$1,396,183.00
01/17/2012	Deposit	\$8,484.00	\$4,654	\$3,830.00	\$1,392,353.00
02/06/2012	Deposit	\$8,484.00	\$4,641	\$3,843.00	\$1,388,510.00
03/14/2012	Deposit	\$8,484.00	\$4,628	\$3,856.00	\$1,384,654.00
04/15/2012	Deposit	\$8,483.72	\$4,616	\$3,867.72	\$1,380,786.28
05/25/2012	Deposit	\$8,483.72	\$4,603	\$3,880.72	\$1,376,905.56
06/18/2012	Deposit	\$8,483.72	\$4,590	\$3,893.72	\$1,373,011.84
07/21/2012	Deposit	\$8,483.72	\$4,577	\$3,906.72	\$1,369,105.12
08/08/2012	Deposit	\$8,483.00	\$4,564	\$3,919.00	\$1,365,186.12
09/12/2012	Deposit	\$8,484.00	\$4,551	\$3,933.00	\$1,361,253.12
10/18/2012	Deposit	\$8,484.00	\$4,538	\$3,946.00	\$1,357,307.12
11/30/2012	Deposit	\$8,484.00	\$4,524	\$3,960.00	\$1,353,347.12
12/19/2012	Deposit	\$8,484.00	\$4,511	\$3,973.00	\$1,349,374.12
01/29/2013	Deposit	\$8,484.00	\$4,498	\$3,986.00	\$1,345,388.12
02/17/2013	Deposit	\$8,484.00	\$4,485	\$3,999.00	\$1,341,389.12
03/15/2013	Deposit	\$8,484.00	\$4,471	\$4,013.00	\$1,337,376.12
04/12/2013	Deposit	\$8,484.00	\$4,458	\$4,026.00	\$1,333,350.12
05/13/2013	Deposit	\$8,484.00	\$4,445	\$4,039.00	\$1,329,311.12
06/20/2013	Deposit	\$8,484.00	\$4,431	\$4,053.00	\$1,325,258.12
07/15/2013	Deposit	\$8,484.00	\$4,418	\$4,066.00	\$1,321,192.12
08/26/2013	Deposit	\$8,484.00	\$4,404	\$4,080.00	\$1,317,112.12
09/19/2013	Deposit	\$8,484.00	\$4,390	\$4,094.00	\$1,313,018.12
11/07/2013	Deposit - Oct 2013	\$8,484.00	\$4,377	\$4,107.00	\$1,308,911.12
12/02/2013	Deposit - Nov 2013	\$8,484.00	\$4,363	\$4,121.00	\$1,304,790.12
12/29/2013	Deposit	\$8,484.00	\$4,349	\$4,135.00	\$1,300,655.12
01/28/2014	Deposit	\$8,484.00	\$4,336	\$4,148.00	\$1,296,507.12
04/06/2014	Deposit - Feb. 2014	\$8,484.00	\$4,322	\$4,162.00	\$1,292,345.12
04/06/2014	Deposit - Mar. 2014	\$8,484.00	\$4,308	\$4,176.00	\$1,288,169.12
05/21/2014	Deposit - Apr. & May 2014	\$16,968.00	\$8,574	\$8,394.00	\$1,279,775.12
07/18/2014	Deposit - June 2014	\$8,484.00	\$4,266	\$4,218.00	\$1,275,557.12
07/25/2014	Deposit	\$8,484.00	\$4,252	\$4,232.00	\$1,271,325.12
09/28/2014	Deposit - Aug 2014	\$8,484.00	\$4,238	\$4,246.00	\$1,267,079.12
09/28/2014	Deposit - Sept 2014	\$8,484.00	\$4,224	\$4,260.00	\$1,262,819.12
12/08/2014	Deposit - Oct 2014	\$8,484.00	\$4,209	\$4,275.00	\$1,258,544.12
12/17/2014	Deposit - Nov 2014	\$8,484.00	\$4,195	\$4,289.00	\$1,254,255.12
12/17/2014	Deposit	\$8,484.00	\$4,181	\$4,303.00	\$1,249,952.12
01/28/2015	Deposit	\$8,484.00	\$4,167	\$4,317.00	\$1,245,635.12
02/20/2015	Deposit	\$8,484.00	\$4,152	\$4,332.00	\$1,241,303.12
03/30/2015	Deposit	\$8,485.00	\$4,138	\$4,347.00	\$1,236,956.12
04/21/2015	Deposit	\$8,484.00	\$4,123	\$4,361.00	\$1,232,595.12

ABB Inc.
Vendor QuickReport

January 1, 2011 through December 6, 2016

06/20/2015	Deposit - May & June 2016	\$16,968.00	\$8,203	\$8,765.00	\$1,223,830.12
07/28/2015	Deposit	\$8,484.00	\$4,079	\$4,405.00	\$1,219,425.12
10/17/2015	Deposit - Aug, Sept, Oct 2015	\$25,452.00	\$12,150	\$13,302.00	\$1,206,123.12
01/30/2016	Deposit - Nov 2015	\$8,484.00	\$4,020	\$4,464.00	\$1,201,659.12
01/30/2016	Deposit - Dec 2015 & Jan 2016	\$16,968.00	\$7,997	\$8,971.00	\$1,192,688.12
03/15/2016	Deposit - Feb. 2016	\$8,484.00	\$3,976	\$4,508.00	\$1,188,180.12
04/24/2016	Deposit - Mar 2016	\$8,484.00	\$3,961	\$4,523.00	\$1,183,657.12
07/19/2016	Deposit - Apr, May & June 2016	\$25,452.00	\$11,791	\$13,661.00	\$1,169,996.12
10/24/2016	Deposit - July 2016	\$8,484.00	\$3,900	\$4,584.00	\$1,165,412.12
11/14/2016	Deposit - Aug, Sept, Oct 2016	\$25,452.00	\$11,608	\$13,844.00	\$1,151,568.12
11/17/2016	Deposit - Nov 2016	\$8,484.00	\$3,839	\$4,645.00	\$1,146,923.12
					\$1,146,923.12
	TOTALS	\$509,038.88			\$1,146,923.12

EXHIBIT B

IRG Amortization Schedule

Interest 4.00%
 Number of Years 20
 Principal \$1,400,000
 Monthly Payment \$8,484
 Beginning Dec, 2011

Date	Interest	Principal	Balance
Dec, 2011	\$4,667	\$3,817	\$1,396,183
Jan, 2012	\$4,654	\$3,830	\$1,392,353
Feb, 2012	\$4,641	\$3,843	\$1,388,511
Mar, 2012	\$4,628	\$3,855	\$1,384,655
Apr, 2012	\$4,616	\$3,868	\$1,380,787
May, 2012	\$4,603	\$3,881	\$1,376,906
Jun, 2012	\$4,590	\$3,894	\$1,373,012
Jul, 2012	\$4,577	\$3,907	\$1,369,105
Aug, 2012	\$4,564	\$3,920	\$1,365,185
Sep, 2012	\$4,551	\$3,933	\$1,361,252
Oct, 2012	\$4,538	\$3,946	\$1,357,306
Nov, 2012	\$4,524	\$3,959	\$1,353,346
Dec, 2012	\$4,511	\$3,973	\$1,349,374
Jan, 2013	\$4,498	\$3,986	\$1,345,388
Feb, 2013	\$4,485	\$3,999	\$1,341,389
Mar, 2013	\$4,471	\$4,012	\$1,337,376
Apr, 2013	\$4,458	\$4,026	\$1,333,350
May, 2013	\$4,445	\$4,039	\$1,329,311
Jun, 2013	\$4,431	\$4,053	\$1,325,259
Jul, 2013	\$4,418	\$4,066	\$1,321,192
Aug, 2013	\$4,404	\$4,080	\$1,317,113
Sep, 2013	\$4,390	\$4,093	\$1,313,019
Oct, 2013	\$4,377	\$4,107	\$1,308,912
Nov, 2013	\$4,363	\$4,121	\$1,304,792
Dec, 2013	\$4,349	\$4,134	\$1,300,657
Jan, 2014	\$4,336	\$4,148	\$1,296,509
Feb, 2014	\$4,322	\$4,162	\$1,292,347
Mar, 2014	\$4,308	\$4,176	\$1,288,171
Apr, 2014	\$4,294	\$4,190	\$1,283,981
May, 2014	\$4,280	\$4,204	\$1,279,777
Jun, 2014	\$4,266	\$4,218	\$1,275,560
Jul, 2014	\$4,252	\$4,232	\$1,271,328
Aug, 2014	\$4,238	\$4,246	\$1,267,082
Sep, 2014	\$4,224	\$4,260	\$1,262,822
Oct, 2014	\$4,209	\$4,274	\$1,258,547
Nov, 2014	\$4,195	\$4,289	\$1,254,259

Dec, 2014	\$4,181	\$4,303	\$1,249,956
Jan, 2015	\$4,167	\$4,317	\$1,245,639
Feb, 2015	\$4,152	\$4,332	\$1,241,307
Mar, 2015	\$4,138	\$4,346	\$1,236,961
Apr, 2015	\$4,123	\$4,361	\$1,232,601
May, 2015	\$4,109	\$4,375	\$1,228,225
Jun, 2015	\$4,094	\$4,390	\$1,223,836
Jul, 2015	\$4,079	\$4,404	\$1,219,432
Aug, 2015	\$4,065	\$4,419	\$1,215,013
Sep, 2015	\$4,050	\$4,434	\$1,210,579
Oct, 2015	\$4,035	\$4,448	\$1,206,130
Nov, 2015	\$4,020	\$4,463	\$1,201,667
Dec, 2015	\$4,006	\$4,478	\$1,197,189
Jan, 2016	\$3,991	\$4,493	\$1,192,696
Feb, 2016	\$3,976	\$4,508	\$1,188,188
Mar, 2016	\$3,961	\$4,523	\$1,183,665
Apr, 2016	\$3,946	\$4,538	\$1,179,127
May, 2016	\$3,930	\$4,553	\$1,174,573
Jun, 2016	\$3,915	\$4,568	\$1,170,005
Jul, 2016	\$3,900	\$4,584	\$1,165,421
Aug, 2016	\$3,885	\$4,599	\$1,160,822
Sep, 2016	\$3,869	\$4,614	\$1,156,208
Oct, 2016	\$3,854	\$4,630	\$1,151,578
Nov, 2016	\$3,839	\$4,645	\$1,146,933

EXHIBIT C

UCCI

STATE OF SOUTH CAROLINA FILING FEES

\$ 8.00 - For the FIRST TWO pages \$20.00 - Public Finance Transaction
 \$ 2.00 - For THIRD page \$20.00 - Manufactured Home Transaction
 \$ 1.00 - Each ADDITIONAL page after the THIRD page
 For each additional Debtor more than two (2), add \$2.00 for each additional Debtor

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)

Al Bullington

B SEND ACKNOWLEDGMENT TO (Name and Address)

ABB, Inc.
 368 Tiger Ranch Road
 Buffalo, SC 29321

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME (use only one debtor name (1a or 1b) do not abbreviate or combine names)

1a ORGANIZATION'S NAME

OR 1b INDIVIDUAL'S LAST NAME

Integrated Recycling Group of SC, LLC

1c MAILING ADDRESS

5899 North Main Street

FIRST NAME

CITY

Camper

MIDDLE NAME

STATE

SC

POSTAL CODE

29330

SUFFIX

COUNTRY

1d TAX ID # (Organizations)

1e TYPE OF ORGANIZATION

ADOLPHUS ORGANIZATION

DEBTOR

1f JURISDICTION OF ORGANIZATION

1g ORGANIZATION ID # (any)

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (use only one debtor name (2a or 2b) do not abbreviate or combine names)

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME

FIRST NAME

CITY

MIDDLE NAME

STATE

SC

POSTAL CODE

29330

SUFFIX

COUNTRY

2c MAILING ADDRESS

2d TAX ID # (Organizations)

2e TYPE OF ORGANIZATION

ADOLPHUS ORGANIZATION

DEBTOR

2f JURISDICTION OF ORGANIZATION

2g ORGANIZATION ID # (any)

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR 6P) - (use only one secured party name (3a or 3b))

3a ORGANIZATION'S NAME

OR 3b INDIVIDUAL'S LAST NAME

FIRST NAME

CITY

MIDDLE NAME

STATE

SC

POSTAL CODE

29321

SUFFIX

COUNTRY

3c MAILING ADDRESS

368 Tiger Ranch Road

Buffalo

SC

29321

COUNTRY

4 This FINANCING STATEMENT covers the following collateral:

First Security Interest in the following personal property (including any proceeds and products), whether now owned or later acquired, wherever located, Accounts Receivable, Equipment, Furniture, Fixtures, Inventory, Instruments, Chattel Paper, General Intangibles.

5 ALTERNATIVE DESIGNATION (if applicable) LESSEES/LESSOR CONSIGNEE/CONSIGNOR PURCHASER/SELLER SELLER/BUYER AG UEN (NON-UCC FILING)
 6 THIS FINANCING STATEMENT IS TO BE USED FOR RECORD (or recording in the REAL ESTATE RECORD) (or recording in the REAL ESTATE RECORD) 7 REQUEST SEARCH REPORT(S) ON UCC 11 FORM All Debtors Other 1 Other 2
 8 OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - SC SECRETAR

060327-1031123

UCC-1 FINANCING STATEMENT

Lapse Date 03/27/2011 10:31:12 Filing Fee \$ ORIG

060327-1031123

Exhibit E to Affidavit

UCC1

STATE OF SOUTH CAROLINA FILING FEES

\$ 8 00 - For the FIRST TWO pages \$20 00 - Public Finance Transaction

\$ 2 00 - For THIRD page \$20 00 - Manufactured Home Transaction

\$ 1 00 - Each ADDITIONAL page after the THIRD page

For each additional Debtor more than two (2), add \$2 00 for each additional Debtor

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO (Name and Address)

ABB, Inc.
PO Box 15127
Spartanburg, SC 29302

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME

Integrated Recycling Group of SC, LLC

OR 1b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c MAILING ADDRESS

5899 North Main Street

CITY

Cowpens

STATE

POSTAL CODE

COUNTRY

SC

29330

1d TAX ID # (Organizations)

ADDL INFO RE

1e TYPE OF ORGANIZATION

1f JURISDICTION OF ORGANIZATION

1g ORGANIZATIONAL ID #, if any

(Optional)

ORGANIZATION

DEBTOR

LLC

SC

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d TAX ID # (Organizations)

ADDL INFO RE

2e TYPE OF ORGANIZATION

2f JURISDICTION OF ORGANIZATION

2g ORGANIZATIONAL ID #, if any

(Optional)

ORGANIZATION

DEBTOR

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR &P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME

OR 3b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c MAILING ADDRESS

CITY

Spartanburg

STATE

POSTAL CODE

COUNTRY

SC

29302

4. THIS FINANCING STATEMENT covers the following collateral

Next Generation Recycling Machine AKA Pelletizer
Model: NGR105 V SP
Machine # Q-02028

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOL ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum ☐ 7. REQUEST SEARCH REPORT(S) ON UCC 11 FORM ☐ ALL Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - SC SECRETARY

080731-0848367

UCC-1 FINANCING STATEMENT

Lapse Date 07/31/2011 09 48 38 Filing Fee 8 ORIG



1 STATE OF SOUTH CAROLINA)
2 COUNTY OF SPARTANBURG) IN THE COMMON PLEAS COURT

3 ABB, Inc., and BFP, LP, a/k/a)
4 Bullington Partnership,)
5 Plaintiffs,) TRANSCRIPT OF RECORD
6 -vs-) 2016-CP-42-41471
7 Integrated Recycling Group of)
8 SC, John Murphy Armstrong, Jr.,)
9 and Michael T. Armstrong,)
10 Defendants.) July 31, 2017
11 Spartanburg, SC

12 B E F O R E :
13 HONORABLE J. DERHAM COLE, JUDGE
14

15
16
17 A P P E A R A N C E S :
18 GREGORY JACOBS ENGLISH, ESQUIRE
19 Attorney for the Plaintiffs
20 C. RICHARD STEWART, ESQUIRE
21 Attorney for the Defendants
22

23
24 Linda D. Moffitt
25 Circuit Court Reporter

INDEX

Motions -- page 3.

No sworn testimony; no exhibits entered into evidence.

1 THE COURT: ABB vs. Integrated Recycling.

2 MR. ENGLISH: Yes, Your Honor.

3 Your Honor, I'm Greg English for the plaintiffs.

4 THE COURT: Okay. Whose motion?

5 MR. ENGLISH: It's the plaintiff's. I have two
6 motions, Your Honor.

7 As I said, I'm Greg English. I'm with the Wyche Law
8 Firm. I represent the plaintiffs, ABB, Inc. and Bullington
9 Family Partnership, which goes by BFP.

10 With me is Brian Bullington. Mr. Bullington is the
11 vice-president of the plaintiffs. I also have with me
12 Lexie Trumpall and Harold Seay. They're law clerks getting
13 ready to start their second year. But they're with us for
14 the summer, and they wanted to see some court today.

15 THE COURT: Good.

16 MR. ENGLISH: This is a debt collection action, Your
17 Honor, in which the debtor, the defendant, Integrated
18 Recycling Group that we refer to as IRG, owes over \$1.1
19 million to the plaintiff and hasn't made a single payment
20 since November of last year.

21 We made two motions that are before the Court today,
22 first the motion for summary judgment and second a motion
23 to strike IRG's answer and to enter default judgment.

24 That second motion is based on the fact that in May of
25 this year Your Honor entered an order relieving Koger

1 Bradford as the attorney for IRG, and it has not gotten a
2 new attorney since then. And under the Renaissance case
3 cited in our motion a corporate entity cannot appear
4 without an attorney in circuit court.

5 I've asked Mr. Stewart if he would appear for IRG and
6 he said he's not doing that. So the corporate entity
7 really has no ability to defend these -- these motions.

8 On the motion for summary judgment, Your Honor, the
9 individual defendants, J. Murphy Armstrong and Michael
10 Armstrong, have been named because they own one piece of
11 equipment that secures this loan known as a Pelletizer.
12 And they, the individuals, filed an affidavit, but there
13 are two flaws with it.

14 First of all, it's not made on personal knowledge as
15 required by Rule 56, and, second of all, it doesn't raise
16 any change of issue of material fact.

17 The undisputed facts are as follows: The plaintiffs
18 filed a collection action against the defendants back in
19 2011 for over \$5 million that the plaintiffs had loaned to
20 the defendants.

21 And IRG then filed bankruptcy, and in that bankruptcy
22 the bankruptcy court approved a settlement agreement that
23 reduced the debt to \$3 million.

24 And part of that settlement agreement said that IRG
25 would make monthly payments for five years and then it

1 would get a loan of \$1.1 million in November of 2006 -- not
2 -- '16. I'm sorry.

3 IRG did make those five years worth of monthly
4 payments, but when the balloon came due this past November
5 they didn't make any payments on it.

6 Now, the affidavit they filed doesn't dispute these
7 facts. They just say two things.

8 First of all, they claim to -- that the plaintiffs
9 haven't given them proper credit for the principal. And,
10 Your Honor, I would like to hand up a paper copy of a reply
11 affidavit I filed on Friday.

12 THE COURT: Well, I'll tell you. As you can sometimes
13 experience, I've just gone to the website to pull up all of
14 the case files for today, and all I'm getting is an error
15 code, access denied. So something's wrong, so I can't get
16 anything right now, but I will.

17 MR. ENGLISH: Well, and I have paper copies of
18 everything, Your Honor, if you need it.

19 THE COURT: Well, I'll eventually get into it,
20 hopefully today.

21 MR. ENGLISH: Okay. Yes. Thank you.

22 Well, Exhibit A of this affidavit shows the payments
23 that the IRG made on this debt and the application of that
24 principal and interest and shows the balance of a little
25 over \$1.1 million as of November.

1 Exhibit B is the amortization schedule, and Your Honor
2 can see how they match up.

3 So, and then the affidavit as to prejudgment interest
4 since November of 2016 when the balloon came due. And so
5 we think the amount is clear that IRG owes, and it's in
6 default for it.

7 And then the second thing, the defendants' affidavit,
8 says is their landlord has a mortgage that covers
9 furnitures and fixtures. But the affidavit of
10 Mr. Bullington makes it clear that the equipment that is
11 securing this loan is not fixtures or improvement to the
12 reality. It's personal property that can be moved without
13 damage.

14 And so Mr. Bullington is ready, willing and able to,
15 once he gets judgment to, move that equipment.

16 And so we're asking for summary judgment for the
17 amount owed, which is the \$1,220,189.94 and an order
18 authorizing the plaintiffs to pick up the collateral
19 securing this debt and selling it under the U.C.C.

20 THE COURT: All right. Mr. Stewart, you represent
21 who?

22 MR. STEWART: May it please the Court, Your Honor.

23 I represent Murphy Armstrong and Michael Armstrong. I
24 do not represent IRG.

25 THE COURT: All right. And IRG was previously

1 represented by Mr. Bradford.

2 MR. STEWART: Yes, sir.

3 THE COURT: And he moved to be relieved?

4 MR. STEWART: Until -- until, I guess, May of this
5 year.

6 THE COURT: So since May of this year the corporation
7 has done nothing about hiring a lawyer?

8 MR. STEWART: Well, Mr. -- Mr. Armstrong is here.

9 THE COURT: Well, I know you're representing him, so
10 I'm asking you.

11 MR. STEWART: My understanding from Mr. Armstrong is
12 that he has made several efforts to retain an attorney but
13 has not been able to retain one at this point.

14 THE COURT: Okay. What would you like to tell me?

15 MR. STEWART: First of all, Your Honor, the reply
16 affidavit that Mr. English gave you an exhibit to, I did
17 not receive that until this morning. I don't think that's
18 really a timely service.

19 The only thing I know is I got -- I got an email
20 showing that he had filed it. But there was no copy. That
21 was late Friday afternoon. There was no copy of it, so I
22 really haven't had a chance to review that.

23 THE COURT: How much time do you need to review it?
24 Excuse me while you think about that.

25 Is this an affidavit in reply to the defendant's

1 affidavit?

2 MR. ENGLISH: Yes, sir. It's under Rule 6(d), yes,
3 sir.

4 MR. STEWART: Yes, sir. And ours was filed, I think,
5 the 25th or so. I would like to have at least a week.

6 THE COURT: What do you think about that, Mr. English?

7 MR. ENGLISH: I don't know why they need a week.

8 I mean, like I said, this debt has been owed since
9 November, and they can -- they know the amortization
10 schedule as well as we do.

11 THE COURT: All right. I'll give you 48 hours without
12 you giving me some further information as to why more time
13 is needed.

14 MR. STEWART: All right, sir. The other thing is
15 the -- the Armstrongs, my clients, dispute the fact that
16 these -- this equipment that they own and that -- that it
17 is not fixture. It is very heavy equipment and would take
18 a very -- it would be very difficult to remove. They
19 would --

20 THE COURT: Well, now, the fact that it's difficult to
21 remove doesn't mean it's a fixture, does it?

22 MR. STEWART: Their -- their position is that it is a
23 fixture.

24 THE COURT: Okay.

25 MR. STEWART: And that I don't know when ABB's

1 financing statement was filed.

2 The document that Mr. English attached here, it says
3 the lapse date is 2011 but I don't -- there's nothing on
4 there that tells me when it was filed. And I think the
5 rule is you have to file it within 20 days of the equipment
6 being delivered in order for it to take -- for that
7 financing statement to take precedence over a mortgage that
8 would attach.

9 Their position is there is a mortgage on the property
10 that attaches to the equipment and that they think it takes
11 precedence over the financing statement. So we would
12 submit that raises a question of fact as to that.

13 That -- that's our position, and I understand 48 hours
14 to communicate with you as to our response, if any, to this
15 reply affidavit.

16 THE COURT: Okay. Mr. English.

17 MR. ENGLISH: Just briefly on that last point of
18 financing statement.

19 That's really irrelevant because he's trying to create
20 an issue of a priority between my client and the landlord's
21 mortgagor.

22 As between the debtor, we have a financing statement
23 and security agreement. And Mr. Bullington's affidavit
24 says it was filed concurrent with the debt and it's been
25 renewed each year. So the financing statements are fine

1 and they don't create an issue of fact.

2 THE COURT: All right. I'll review the file as soon
3 as I'm able to and the exhibits and documents which have
4 been submitted today. And after I hear from Mr. Stewart,
5 within the next 48 hours I'll issue an order.

6 MR. ENGLISH: Thank you, Your Honor.

7 MR. STEWART: Thank you, Your Honor.

8 THE COURT: Thank you.

9 END OF REQUESTED TRANSCRIPT OF RECORD
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

From: Dick Stewart [<mailto:dstewart@attorneyrichardstewart.com>]

Sent: Friday, August 04, 2017 1:09 PM

To: 'jcolej@sccourts.org' <jcolej@sccourts.org>

Cc: 'Greg English' <genglish@wyche.com>; 'Murphy Armstrong' <murphy@irgsc.com>;
'michael@irgsc.com' <michael@irgsc.com>

Subject: Abb v Integrated Recycling of SC LLC et al; 2016-CP-42-04147

Dear Judge Cole:

Please see below the calculations from my clients' accountant after he reviewed the figures submitted with Mr. Bullington's reply affidavit.

IRG principal note balance at November 9, 2016 (per 2016 IRG partnership tax return) -
\$1,146,717.06

Bullington principal note balance at November 9, 2016 (based on the "Reply Affidavit of Bryan Bullington" dated 27th July, 2017) - \$1,146,923.12

Difference - \$206.06

Calculation of nine month's (November 9, 2016 - August 9, 2017) interest at 8.75% - \$75,267

Calculation of nine month's (November 9, 2016 - August 9, 2017) interest at 4.0% - \$34,408

(The note interest rate was 4% whereas Plaintiff is seeking interest after November 9, 2016 at 8.75%)

These are all the comments my clients have in addition to the statements made and evidence produced at the hearing on July 31, 2017.

Respectfully submitted, C. Richard Stewart

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
COURT OF COMMON PLEAS
J. Durham Cole, Circuit Court Judge

Appellate Case No. 2017-001943
Circuit Court Case No. 2016-CP-42-04147

ABB, Inc, and BFP, LP, *a/k/a*
Bullington Family Partnership, ... Respondents,

v.

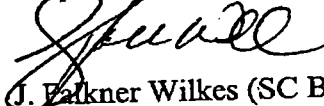
Integrated Recycling Group Of SC, LLC, *and*
John Murphy Armstrong, Jr., *and*
Michael T. Armstrong, ... Appellants.

CERTIFICATE OF SERVICE

I certify that on May 17, 2018, I served the Record on Appeal and Certificates on the Respondents by placing a copy of same in the United States Mail, first class postage prepaid, addressed to counsel of record as indicated below and by facsimile if so indicated:

Gregory Jacobs English
Wyche, PA
POB 728
Greenville, SC 29602-0728

Respectfully submitted,



J. Falkner Wilkes (SC Bar #12893)
114 Whitsett Street
Greenville, SC 29601
(864) 282-1292
(864) 271-6035 (facsimile)

Counsel for Appellants

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
COURT OF COMMON PLEAS
J. Durham Cole, Circuit Court Judge

Appellate Case No. 2017-001943
Circuit Court Case No. 2016-CP-42-04147

ABB, Inc, and BFP, LP, a/k/a Respondents,
Bullington Family Partnership, ...

v.

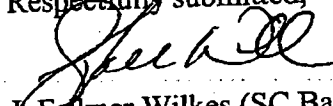
Integrated Recycling Group Of SC, LLC, and
John Murphy Armstrong, Jr., and Appellants.
Michael T. Armstrong,.....

CERTIFICATE OF COUNSEL

I certify that the Record on Appeal contains all of the matter designated by the parties and
no matter that is irrelevant to the Appeal.

I further certify that the Record on Appeal has been redacted in accordance with the
Supreme Court's Order on redaction of records and Rule 41.2 SCRCP.

Respectfully submitted,



J. Falkner Wilkes (SC Bar #12893)
114 Whitsett Street
Greenville, SC 29601
(864) 282-1292
(864) 271-6035 (facsimile)

Counsel for Appellants