

119458

October 25, 2013

PROVIDENCE  
SECRETARY OF STATE  
CORPORATIONS DIV.  
2013 OCT 28 PM 1:00

**TO CREDITORS AND OTHER PARTIES IN INTEREST:**

Re: Pro-Act Microbial, Inc.  
C.A. No. PB 13-5023

On October 8, 2013, the Rhode Island Superior Court sitting in Providence County entered an Order appointing the undersigned Temporary Receiver of the assets of Pro-Act Microbial, Inc. (the "Company").

The Receiver is an Officer of the Court, appointed to represent the interests of all creditors and parties in interest. Our office does not and has not represented the company or its equity holders. The Receiver has been appointed as a neutral, impartial Receiver, for the purpose of stabilizing the financial affairs of the company, and, subject to Court approval, after notice to all creditors, marketing and selling the business and assets for the highest value, in order to maximize recovery for creditors. The Receiver has received an Offer to Purchase Assets dated October 18, 2013 for the purchase of the assets of the Company in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). The Receiver has accepted this Offer, subject to Court approval and **subject to higher and better offers**. Enclosed herewith is a Notice to Creditors related to the Receiver's Petition to Sell Assets Free and Clear of Liens and Encumbrances that has been set down for hearing on Friday, November 8, 2013 at 2:00 p.m. before the **Providence County Superior Court**.

Preliminarily, it appears that the company has creditor debt in the amount of \$254,423.58.

In connection with the Receivership, as set forth in Paragraph 6 of the enclosed Order Appointing Temporary Receiver, all creditors are enjoined and stayed from taking any action to enforce their claims against the company and its assets.

No claims will be approved and no distribution to creditors will take place without notice to all creditors and other parties in interest who file a Proof of Claim with the Receiver, after a hearing thereon before the Rhode Island Superior Court.

In order that your interests be protected and that you make sure that you receive notice of all appropriate court filings in connection with this case, I am taking the liberty of enclosing a

**INTERESTED PARTIES**

October 25, 2013

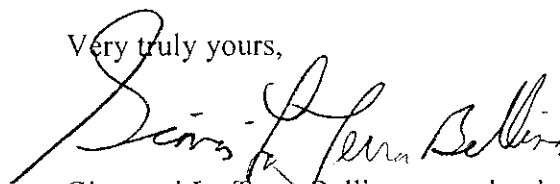
Page 2

Proof of Claim form which I suggest that you complete, execute before a Notary Public, and return to me at the earliest possible date.

As indicated in the enclosed Order Appointing Temporary Receiver, the Providence County Superior Court has scheduled a hearing on continuation of the undersigned as Permanent Receiver, for 9:30 a.m. on November 19, 2013. Creditors and other interested parties are welcome to attend, but are not required to do so.

If you have any questions regarding any aspect of the foregoing, please feel free to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Giovanni La Terra Bellina". The signature is written in a cursive style with a large initial "G".

Giovanni La Terra Bellina, as and only as  
Receiver of Pro-Act Microbial, Inc., and not  
individually

Enclosures

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

WILLIAM R. CAMPION,  
Plaintiff

v.

PRO-ACT MICROBIAL, Inc.,  
Defendant

C.A. No. PB-13-5023

**NOTICE TO CREDITORS**

1. Please take notice that a hearing on the continuation of Giovanni La Terra Bellina, Temporary Receiver herein, as Permanent Receiver of Pro-Act Microbial, Inc. ("Pro-Act") has been set down for hearing at **9:30 a.m. on Tuesday, the 19<sup>th</sup> day of November, 2013** before the **Providence County Superior Court** on the **Business Calendar, Licht Judicial Complex, Courtroom 17, 250 Benefit Street, Providence, Rhode Island.**

2. Please also take notice that a hearing on the Receiver's Petition to Engage Financial Consultant *Nunc Pro Tunc* has been set down for hearing at **2:00 p.m. on Friday, the 8<sup>th</sup> day of November, 2013** before the **Providence County Superior Court** on the **Business Calendar, Licht Judicial Complex, Courtroom 17, 250 Benefit Street, Providence, Rhode Island.** Pursuant to the Receiver's Petition to Engage Financial Consultant *Nunc Pro Tunc*, the Receiver seeks an Order of this Court nunc pro tunc approving the engagement of Anthony V. Ricci, CPA of Anthony V. Ricci CPA, Inc. as the Temporary Receiver's financial consultant.

3. Additionally, the Receiver has received an Offer to Purchase Assets (the "Offer") dated October 18, 2013 for the purchase of the assets of Pro-Act in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). The Receiver has accepted this Offer, subject to Court approval and **subject to higher and better offers.** The Receiver has filed herein Receiver's Petition to Sell Assets Free and Clear of Liens and Encumbrances that has also been set down for hearing at **2:00 p.m. on Friday, the 8<sup>th</sup> day of November, 2013** before the **Providence County Superior Court** on the **Business Calendar, Licht Judicial Complex, Courtroom 17, 250 Benefit Street, Providence, Rhode Island.**

4. Any party interested in presenting a competing offer for the purchase of the assets of Pro-Act should contact the Receiver, Giovanni La Terra Bellina, at (401) 223-2100 and/or should attend the hearing on November 8, 2013.

5. Copies of the above-referenced petitions are on file with the Clerk's office of the Providence County Superior Court. Please contact the Receiver for more information.

6. The Receiver shall give notice of these hearings by forwarding a copy of this Notice to Creditors and a copy of the Order Appointing Temporary Receiver, Receiver's Petition to Sell Assets Free and Clear of Liens and Encumbrances, and Petition to Engage Financial Consultant *Nunc Pro Tunc* via first-class mail, postage prepaid, to all creditors known to the Receiver listed on Schedule A; and a copy of the Notice to Creditors via first-class mail, postage prepaid, to all parties listed on Schedule B.

7. An Affidavit of Notice will be filed with the Court.

**NOTICE: CREDITORS AND OTHER INTERESTED PARTIES ARE WELCOME TO ATTEND THE HEARING, BUT ARE NOT REQUIRED TO DO SO.**



STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

WILLIAM R. CAMPION :  
Petitioner, :  
 :  
vs. :  
 :  
PRO-ACT MICROBIAL, INC. :  
Respondent. :

C.A. No. PB-13-5023

**RECEIVERSHIP PROOF OF CLAIM FORM**

I, \_\_\_\_\_, being duly sworn, depose and say:

*(Check a, b or c)*

a. \_\_\_\_\_ (INDIVIDUAL) I am the claimant herein.

b. \_\_\_\_\_ (PARTNERSHIP) I am a partner of \_\_\_\_\_ which is the claimant herein.

c. \_\_\_\_\_ (CORPORATION) I am an officer, to wit, \_\_\_\_\_ (title), of \_\_\_\_\_ (name of corporation) which is the claimant herein.

The full address of the claimant is \_\_\_\_\_  
(complete address, including zip code).

That on \_\_\_\_\_, **Pro-Act Microbial, Inc.**, lately doing business at 64 Church Street, Warren, RI 02885, did owe and still does owe the claimant a balance of \$ \_\_\_\_\_, a statement of which account is attached hereto.

**(Please attach all invoices, contracts and other documents in support of your claim.)**

That such account is just, true and correct, and said balance is now due claimant from debtor.

That no part thereof has been paid or satisfied, and that there are no set-offs, or counterclaims thereto, to the knowledge or belief of deponent and that no security exists for said debt.

That the attorneys named on this Proof of Claim are hereby made and constituted attorneys for all purposes whatsoever in connection with this claim with full power of substitution (if an attorney is filing for you).

\_\_\_\_\_  
(Signature of Claimant)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Please send this Proof of Claim, and any documentation supporting your claim, to: Giovanni La Terra Belling, Receiver, Orson and Brusini Ltd., 144 Wayland Avenue, Providence, RI 02906.



STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

William R. Campion  
Plaintiff

vs.

P.B. # 13-5023

Pro-Act Microbial, Inc.  
Defendant

ORDER APPOINTING TEMPORARY RECEIVER

This cause came on to be heard upon the Plaintiff's Petition for Appointment of a Receiver and, upon consideration thereof, it is hereby

ORDERED, ADJUDGED AND DECREED

1. That *EMMANUEL BARRON* of *PROVIDENCE*, Rhode Island be and hereby is appointed Temporary Receiver (the "Receiver") of the Defendant.

2. That said Receiver shall, no later than five (5) days from the date hereof, file a bond in the sum of \$*10,000.00* with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Receiver will well and truly perform the duties of said office and duly account for all monies and property which may come into the Receiver's hands and abide by and perform all things which the Receiver will be directed to do by this Court.

3. That said Receiver is authorized to take possession and charge of all of the estate, assets, effects, property and business of the Defendant, to collect all of the debts and property belonging to it and to preserve the same until further Order of this Court.

4. That said Receiver is authorized, until further Order of this Court, in the Receiver's discretion and as said Receiver deems appropriate and advisable, to conduct the business of said Defendant, to borrow money from time to time, to purchase, for cash or upon credit, merchandise, materials and other property, to engage appraisers and/or employees and assistants, clerical or otherwise, and to pay all such individuals and entities in the usual course of business, and to do and perform or cause to be done and performed all other acts and things as are appropriate in the premises.

5. That, pursuant to and in compliance with Rhode Island Supreme Court Executive Order No. 2000-2, this Court finds that the designation of the aforescribed person for appointment as Receiver herein is warranted and required because of the Receiver's specialized

SUPERIOR COURT  
FILED  
HENRY S. KINCH JR., CLERK

2013 OCT -8 P 3: 32


expertise and experience in operating businesses in Receivership and in administering non-routine Receiverships which involve unusual or complex legal, financial, or business issues.

6. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Defendant or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Defendant, or the taking or attempting to take into possession any property in the possession of the Defendant or of which the Defendant has the right to possession, or the interference with the Receiver's taking possession of or retaining possession of any such property, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with Defendant, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Defendant, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

7. That a Citation be issued to said Defendant, returnable to the Superior Court sitting at 250 Benefit Street, Providence, Rhode Island on the 19<sup>th</sup> day of November, 2013, at 9:30 a.m. at which time and place this cause is set down for Hearing on the prayer for the Appointment of a Permanent Receiver; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary Receiver once in The Providence Journal on or before the 18<sup>th</sup> day of October, 2013, and the Receiver shall give further notice by mailing, on or before the 28<sup>th</sup> day of October, 2013, a copy of said Order Appointing Temporary Receiver to each of Defendant's creditors and stockholders whose address is known or may become known to the Receiver.

ENTER:

BY ORDER:

  
Michael A. Silverstein *BRUNN P. STEIN*  
Associate Justice/Business Calendar

  
Dep. Clerk, Superior Court 10/8/13

Dated:



Hearing Date: 11/8/13 @ 2:00pm  
SUPERIOR COURT

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

WILLIAM R. CAMPION, )  
Plaintiff )  
v. )  
PRO-ACT MICROBIAL, Inc., )  
Defendant )

C.A. No. PB-13-5023

**RECEIVER'S PETITION TO SELL ASSETS  
FREE AND CLEAR OF LIENS AND ENCUMBRANCES**

NOW COMES Giovanni La Terra Bellina, the Temporary Receiver (the "Receiver") of Defendant Pro-Act Microbial, Inc. ("Pro-Act") and hereby moves the Court for an Order authorizing the Receiver to sell certain assets hereinafter described pursuant to the terms of the attached Offer to Purchase Assets (the "Offer"), free and clear of all interests, claims, liens, and encumbrances including, but not limited to, all statutory liens, with such liens and encumbrances to attach to the proceeds of such sale in the same priority as prior to such transfer, or as otherwise provided by applicable law. In support of this Petition, the Receiver respectfully states as follows:

1. On October 8, 2013, pursuant to an Order entered by the Providence County Superior Court (the "Court"), the Receiver was appointed the Temporary Receiver of Pro-Act.
2. Included among the assets of Pro-Act's receivership estate are the Receiver's right, title, and interest, if any, in and to the following assets: all machinery; equipment, including laboratory equipment; tools; inventory; office equipment; furniture; licenses; customer lists; intangible personal property; goodwill; intellectual property, patents, trademarks, name, leases; **excluding and excepting therefrom:** any and all cash; all pre-receivership accounts receivable; all tax refunds of any kind or nature due or owing from any taxing authorities;

DLP  
10-21-13

prepaid deposits; unearned insurance premiums due or owing Pro-Act or the Receiver; life insurance policies and any cash surrender value therein; choses-in-action not customarily available in the trade or industry in connection with the continued business operations of Pro-Act; any and all claims of any kind or nature of the Receiver or the receivership estate against any stockholder, officer, director, employee, or other insider of Pro-Act including, but not limited to, any and all claims against any such parties for breach of fiduciary duty, and any and all claims of any kind or nature against any entities or individuals relative to preferential transfers, fraudulent conveyances, or breach of duty to Pro-Act, its creditors, and/or the receivership estate; any claims Pro-Act and/or the Receiver may have as the lessee pursuant to any personal property lease; all employee benefit plans including, but not limited to, any retirement, health, or welfare plans; all employment agreements, any collective bargaining agreements; any and all leased equipment, machinery, or other leased assets or assets not owned by Pro-Act; and the proceeds of the sale of any of the foregoing assets (the "Assets").

3. The Receiver received the Offer, annexed hereto and incorporated herein as **EXHIBIT A**, from Little Rhody Green LLC (the "Purchaser") to purchase the Receiver's right, title, and interest as Receiver in and to the Assets, free and clear of all interests, claims, liens, and encumbrances including, but not limited to, all statutory liens, upon the terms and conditions as set forth in the Offer, with all interests, claims, liens, and encumbrances against the Assets to be transferred to the proceeds thereof in the same priority as prior to such transfer, or as otherwise provided by applicable law. The Purchaser has offered to purchase all of the Receiver's right, title, and interest as Receiver, in and to the Assets for Ten Thousand and 00/100 Dollars (\$10,000.00).

4. The Receiver has accepted the Offer, subject to approval by the Court and subject to higher and better offers.

5. The Receiver believes that it is in the best interest of the creditors of the Pro-Act receivership estate that the Assets be sold upon the terms of the Offer as set forth therein.

6. The Receiver believes that Notice of the hearing on the instant petition should be given to all known creditors and interested parties of Pro-Act as set forth on the attached Schedules A and B annexed hereto as **EXHIBIT B**.

7. The Receiver requests that all entities who claim an interest, lien, or encumbrance against the Assets be directed to execute and deliver to the Receiver, within Seven (7) days of his written request, lien releases in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge of any such interests, claims, liens, and encumbrances, with the execution and delivery of the same to be without prejudice to or waiver of any such interests, claims, liens, or encumbrances against the sale proceeds.

**WHEREFORE**, the Receiver respectfully moves that the Court:

(a) Authorize the Receiver to sell the Assets free and clear of all interests, claims, liens, and encumbrances including, but not limited to, all statutory liens, to the Purchaser, or his nominee, or to any other party that the Court deems to be in the best interest of creditors of the Pro-Act receivership estate, upon the terms and conditions of the Offer, or such other terms and conditions as the Court may approve;

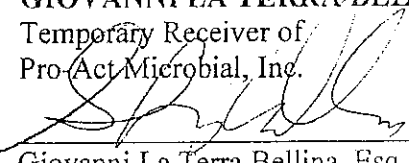
(b) Order that all interests, claims, liens, and encumbrances against the Assets be transferred to the proceeds thereof in the same priority as prior to such transfer including, but not limited to, all statutory liens;

(c) Order that all entities that claim an interest, claim, lien, or encumbrance against the Assets be directed to execute and deliver to the Receiver, within Seven (7) days of his written request, lien releases in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge of such interests, claims, liens, or encumbrances, with the execution and delivery of the same to be without prejudice to or waiver of any such interests, claims, liens, or encumbrances against the sale proceeds; and

(d) Order that the Receiver be granted such other and further relief as the Court shall deem proper.

Respectfully submitted,

**GIOVANNI LA TERRA-BELLINA,**  
Temporary Receiver of  
Pro-Act Microbial, Inc.



Giovanni La Terra Bellina, Esq. (#6070)  
Orson and Brusini Ltd.  
144 Wayland Avenue  
Providence, RI 02906  
Tel: (401) 331-2635  
Fax: (401) 861-3103  
*jlaterra@orsonandbrusini.com*  
Dated: 10/21/13

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

William R. Campion,  
Plaintiff

v.

Pro-Act Microbial, Inc.,  
Defendant

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P.B. No. 13-5023

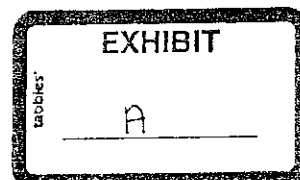
OFFER TO PURCHASE ASSETS

To Giovanni La Terra Bellina, Esq., Receiver of the Defendant:

This Offer to Purchase (the "Agreement") is submitted to the Receiver for the purchase of the assets (the "Assets") of the Defendant as hereinafter set forth.

The Assets to be sold include the following owned by Pro-Act Microbial, Inc. ("Pro-Act"): all machinery; equipment, including laboratory equipment; tools; inventory; office equipment; furniture; licenses; customer lists; intangible personal property; goodwill; intellectual property, patents, trademarks, name, leases; **excluding and excepting therefrom**; any and all cash; all pre-receivership accounts receivable; all tax refunds of any kind or nature due or owing from any taxing authorities; prepaid deposits; unearned insurance premiums due or owing Pro-Act or the Receiver; life insurance policies and any cash surrender value therein; choses-in-action not customarily available in the trade or industry in connection with the continued business operations of Pro-Act; any and all claims of any kind or nature of the Receiver or the Receivership Estate against any stockholder, officer, director, employee, or other insider of Pro-Act including, but not limited to, any and all claims against any such parties for breach of fiduciary duty, and any and all claims of any kind or nature against any entities or individuals relative to preferential transfers, fraudulent conveyances, or breach of duty to Pro-Act, its creditors, and/or the Receivership Estate; any claims Pro-Act and/or the Receiver may have as the lessee pursuant to any personal property lease; all employee benefit plans including, but not limited to, any retirement, health, or welfare plans; all employment agreements, any collective bargaining agreements; any and all leased equipment, machinery, or other leased assets or assets not owned by Pro-Act; and the proceeds of the sale of any of the foregoing excluded assets.

The undersigned or its nominee (the "Purchaser") does hereby offer to pay to the Receiver Ten Thousand and 00/100 Dollars (\$10000.00) (the "Purchase Price") for all of the Receiver's right, title, and interest in and to the Assets, free and clear of all liens and encumbrances.



The undersigned hereby encloses a deposit in the form of a certified or cashier's check in the amount of One Thousand and 00/100 Dollars (\$1000.00) (the "Deposit"). The balance of the Purchase Price shall be paid to the Receiver no later than on the third business day following the entry of a non-appealable Order of the Superior Court approving the purchase (the "Closing Date"), TIME BEING OF THE ESSENCE.

If the Purchaser shall fail to pay the Purchase Price in a timely manner, TIME BEING OF THE ESSENCE, the Receiver may, at his option and in his sole and absolute discretion, resell the Assets without giving notice to the Purchaser and without previously tendering the Assets to the Purchaser. Such resale shall not release the Purchaser from liability for breach of the terms of this Agreement and, in the case of such default, the Receiver shall have the right to retain the Deposit and apply it toward the payment of any damages to which the Receiver may be entitled as a result of such default, without prejudice to any right to other or further damages or to pursue any remedy, legal and/or equitable, which may accrue to the Receiver by reason of such default.

This Offer to Purchase shall be approved by the Superior Court within forty-five days (45) of Purchaser's execution. If the Receiver fails to secure Court approval within that timeframe, the Purchaser may withdraw this Offer and receive a full refund of the Deposit.


This Agreement fully and completely expresses the parties' agreement and all understandings and agreements heretofore had between the parties, if any, are extinguished and of no force and effect except to the extent that such are expressly set forth herein. This Agreement is entered into after full investigation by the Purchaser of the Assets and no reliance is made by the Purchaser upon any statement and/or representation not set forth in this Agreement.

This Agreement and transfers resulting herefrom are and shall be made without any representations or warranties whatsoever, by or from the Receiver including, but not limited to, any representations or warranties related to quantity, quality, durability, condition, merchantability, fitness for any purpose, or any other aspect of the Assets. The Assets are sold "as is," "where is," and with all faults.

This Agreement is being delivered and is intended to be performed in the State of Rhode Island and shall be construed and enforced in accordance with the laws of that state without reference to the rules of conflicts thereof. In any litigation connected with or arising from this Agreement, the parties hereto hereby consent to and confer exclusive jurisdiction on the Providence County Superior Court of the State of Rhode Island and hereby expressly waive any objections to personal jurisdiction, venue, or inconvenient forum in any such court.

If you accept the terms of this Agreement and desire to submit this Agreement to the Receiver, please indicate by signing below.

Little Rhody Green LLC

By:   
Signature of Bidder/Authorized Representative

ELI BERKOWITZ  
c/o Richard S. Mittleman, Esquire  
301 Promenade Street  
Providence, RI 02908  
(401) 331-5700

Dated: October 18, 2013

ACCEPTED:



Giovanni La Terra Bellina, Esq., as and only as  
Receiver of Pro-Act Microbial, Inc.,  
and not individually

Orson and Brusini Ltd.  
144 Wayland Avenue  
Providence, RI 02906  
Tel: (401) 223-2100  
Fax: (401) 861-3103/  
Dated: 10/21/13

NAME OF COMPANY IN  
RECEIVERSHIP:  
PRO-ACT MICROBIAL, INC.

SCHEDULE A

JOHN MCCOY, ESQ.  
COUNSEL TO NATIONAL GRID  
BENGSTON & JESTINGS, LLP  
40 WESTMINSTER STREET, SUITE 300  
PROVIDENCE, RI 02903

ATTN: JEAN ACKERMAN, REG. DIR.  
U.S. DEPARTMENT OF LABOR  
EMPLOYEE BENEFITS SECURITY  
ADMINISTRATION  
JFK BUILDING, RM 575  
BOSTON, MA 02203

PATRICIA A. ARCHAMBAULT  
PREMIUM RECEIVABLE  
COORDINATOR  
BEACON MUTUAL INSURANCE CO.  
ONE BEACON CENTRE  
WARWICK, RI 02886

NATIONAL GRID (GAS)  
C-3 BANKRUPTCY DEPT.  
300 ERIE BLVD WEST  
SYRACUSE, NY 13202

RI DEPT. OF ENVIRONMENTAL  
MGMT.  
ATTN: LEGAL COUNSEL  
235 PROMENADE STREET  
PROVIDENCE, RI 02908

RI DEPARTMENT OF LABOR AND  
TRAINING  
ATTN: LEGAL COUNSEL  
ONE CAPITOL HILL, SUITE 36  
PROVIDENCE, RI 02908

RI DIVISION OF TAXATION  
BANKRUPTCY UNIT  
C/O RICHARD P. SMITH, CHIEF  
ONE CAPITOL HILL, SUITE 3  
PROVIDENCE, RI 02908

CORPORATIONS DIVISION  
OFFICE OF THE SECRETARY OF  
STATE  
148 W. RIVER STREET  
PROVIDENCE, RI 02904-2615

JULIE SWEENEY INTERNAL REVENUE  
SERVICE  
JFK BUILDING  
P.O. BOX 9112; STOP NO. 20800  
BOSTON, MA 02203

TAX COLLECTOR FOR THE TOWN OF  
WARREN  
514 MAIN STREET  
WARREN, RI 02885

THE NARRAGANSETT BAY  
COMMISSION  
ATTN: JILLIAN COLBY, ESQ.  
ONE SERVICE ROAD  
PROVIDENCE, RI 02905

VERIZON  
INSOLVENCY DEPT.  
185 FRANKLIN ST., ROOM 903  
BOSTON, MA 02110

PENSION BENEFIT GUARANTY  
CORP.  
ATTN: LEGAL COUNSEL  
1200 K STREET, N.W.  
WASHINGTON, DC 20005-4026

STATE OF RHODE ISLAND AND  
PROVIDENCE PLANTATIONS  
DEPARTMENT OF REVENUE  
DIVISION OF TAXATION  
EXCISE TAX SECTION  
ONE CAPITOL HILL  
PROVIDENCE, RI 02908-5812

RI DIVISION OF TAXATION  
COMPLIANCE AND COLLECTION  
SECTION  
ONE CAPITOL HILL  
PROVIDENCE, RI 02908

NATIONAL GRID (GAS)  
P.O. BOX 960  
NEWARK, NJ 01532

RI DIVISION OF TAXATION  
EMPLOYER TAX SECTION  
ONE CAPITOL HILL, SUITE 36  
PROVIDENCE, RI 02908

BRISTOL COUNTY WATER  
AUTHORITY  
P.O. BOX 447  
WARREN, RI 02885

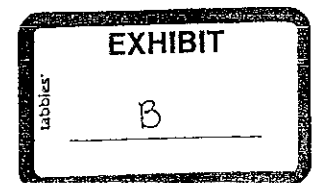
NATIONAL GRID (ELECTRIC)  
PO BOX 960  
NORTHBOROUGH MA 01532-0960

RICHARD LAND, ESQ.  
CHACE RUTTENBERG & FREEDMAN,  
LLP  
ONE PARK ROW, SUITE 300  
PROVIDENCE, RI 02903

RICHARD MITTLEMAN, ESQ.  
CAMERON & MITTLEMAN, LLP  
301 PROMENADE STREET  
PROVIDENCE, RI 02908

Schedule of UCC Financial Statements  
and Real Estate Lien Recordings:

None



*PLEASE NOTE: This Schedule A does not include all creditors of the Defendant known to the Receiver or who may have filed Proofs of Claim with the Receiver. For further information in that regard, please feel free to contact the Receiver directly.*



NAME OF COMPANY IN  
RECEIVERSHIP:  
PRO-ACT MICROBIAL, INC.

SCHEDULE B

BANK OF AMERICA  
P.O. BOX 15019  
WILMINGTON, DE 19886-5019

CHASE CARDMEMBER SERVICE  
P.O. BOX 15153  
WILMINGTON, DE 19886-5019

HOME DEPOT CREDIT SERVICES  
P.O. BOX 182676  
COLUMBUS, OH 43218-2676

SUNOCO MASTERCARD  
P.O. BOX 183113  
COLUMBUS, OH 43218-3113

CAPITAL ONE BANK (USA), NA  
P.O. BOX 71083  
CHARLOTTE, NC 28272-1083

AAA  
P.O. BOX 982235  
EL PASO, TX 79998

CITI PLATINUM CARD  
BOX 6500  
SIOUX FALL, SD

AMERICAN EXPRESS  
P.O. BOX 1270  
NEWARK, NJ 07101-1270

VERIZON  
P.O. BOX 15124  
ALBANY, NY 12212-5124

UNITED PARCEL SERVICES  
55 GLENLAKE PARKWAY NE  
ATLANTA, GA 30328



STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

WILLIAM R. CAMPION,  
Plaintiff

v.

PRO-ACT MICROBIAL, Inc.,  
Defendant

C.A. No. PB-13-5023

RECEIVER'S EX-PARTE EMERGENCY PETITION  
TO APPROVE MANAGEMENT AGREEMENT  
AND SALE OF ACCOUNTS RECEIVABLE

NOW COMES Giovanni La Terra Bellina, Esq., in his capacity as the duly-appointed Temporary Receiver (the "Receiver") of Defendant Pro-Act Microbial, Inc. ("Pro-Act") and hereby moves this Court for an *ex-parte* emergency Order approving the Management Agreement (the "Agreement"), in substantially the form and substance as attached hereto and incorporated herein as EXHIBIT A, as well as the sale of Pro-Act's outstanding accounts receivable. Because of the exigencies of the current situation, the Receiver seeks this relief on an emergency basis. In support of this petition, the Receiver respectfully states as follows:

1. On October 8, 2013, pursuant to an Order entered by the Providence County Superior Court, Giovanni La Terra Bellina, Esq. was appointed Temporary Receiver of Pro-Act.
2. Pro-Act is a Rhode Island corporation with a principal place of business located at 64 Church Street, Warren, Rhode Island and is in the business of the development, sale, and distribution of environmental products and chemicals.
3. The Receiver has not operated Pro-Act's business since his appointment.
4. Little Rhody Green LLC (the "Manager") has offered to purchase Pro-Act's assets and such offer has been accepted by Receiver, subject to higher and better offers, and the approval of the Court.

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5. Manager has made an additional offer to purchase Pro-Act's outstanding accounts receivable in the amount of Eight Thousand Five Hundred Twenty and 95/100 (\$8,520.95) for the purchase price of Seven Thousand Five Hundred and 00/100 (\$7,500) dollars and such offer has been accepted by Receiver subject to the approval of the Court.

6. The Receiver intends to file a petition to approve the sale of assets to Manager on or before October 21, 2013.

7. Pursuant to Section 3.2 of the Agreement, Manager is responsible for paying any and all post-receivership costs and expenses arising out of the operation of Pro-Act as such expenses become due and payable including, but not limited to, any goods, materials, services, and other supplies; insurance premiums; lease payments; all taxes, assessments, and charges of every kind and nature including, but not limited to, payroll taxes, sales taxes, income taxes, and personal property taxes; and payroll (the "Operational Expenses").

8. Pursuant to Section 3.4 of the Agreement, Manager shall apply for, obtain, and maintain on behalf of Receiver all insurance (a) necessary or required for the operation of Pro-Act including, but not limited to, property and casualty insurance, general liability insurance, and workers' compensation insurance; and (b) consistent with Receiver's obligations under any agreements with holders of secured debt on Pro-Act's assets.

9. As Manager's sole compensation under the Agreement, Manager shall be paid Fifty Percent (50%) of the profit or margin generated on account of all accounts receivable or other amounts due to Pro-Act as a result of Manager's operation of Pro-Act's business.

10. Pursuant to Section 7 of the Agreement, Manager shall indemnify and hold harmless Receiver and the receivership estate and its directors, officers, agents, employees, and attorneys.