



Alternative Construction Technologies, Inc.

May 15, 2009

Mr. Joe Bigelow
Florida Building Commission
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Re: Florida Product ID 5343 – The AcTech Panel System

Dear Mr. Bigelow.

On March 24, 2009, as Alternative Construction Technologies, Inc., (hereinafter “ACT”) has been told by the court appointed Collateral Agent, the manufacturing plant that produces Florida Product ID 5343 was sold to a third party, Silverwood Technologies, LLC. As such, temporary, and possibly permanent control of the manufacturing of this product is currently maintained by a third party (Green Products Technologies) of which ACT has no direct oversight. While ACT continues to contest this action, operational controls still resides with the third party whose interest are not compliant with the documentation between ACT and Florida DCA.

Based upon the website www.greenproducttech.com, it has come to ACT’s attention that the Company that acquired the manufacturing facility is planning on continuing to manufacture the product and distribute it in the State of Florida under the ACT product approval. This third party company maintains its office at 1227 South Patrick Drive, Suite 201, Satellite Beach, FL 32937.

ACT believes that the DCA license is nontransferable and that any shipment of product to the State of Florida under the ACT product approval, without ACT’s direct oversight, can cause considerable risk to public safety, as well as undue risk and liability to ACT.

ACT is unable to maintain a quality assurance program as defined in the Florida Administrative Code, Rule 9B-72.070, *Product Evaluation and Quality Assurance for State Approval*, paragraph (3).

We are filing this notice in the interest of public safety and for the protection of other companies that rely upon Florida Product ID 5343, whereby ACT, its officers, directors, vendors, and shareholders cannot be held liable for the manufacturing, in use or service by Florida residents and governmental agencies, on a residential, commercial, or institutional scale, or incur any risks, to its officers, directors, vendors, and shareholders by the public interest without having control over, or involvement in, the sales practices,

literature production, production, production scheduling, quality control, or any other material operating practice of the current owners of the manufacturing facility.

In addition, ACT understands that the third party architect, Joseph J. Sorci, that signed the original application with DCA is currently an employee, officer, or consultant of Green Product Technologies, and as such is no longer consider an independent evaluator of Florida Product ID 5343.

ACT requires notification of the actions intended by Florida DCA and The Florida Building Commission within 30 days. ACT requests the suspension of Florida Product ID 5343 until such time as all testing and re-licensure has been completed for Green Product Technologies. In the event DCA assigns Florida Product ID 5343 to Green Product Technologies, ACT request official notification, in writing, of its waiver of liability by the State of Florida. Any questions or comments may be addressed to:

Alternative Construction Technologies, Inc.
2910 Bush Drive
Melbourne, Florida 32935

Tel: 321-421-6601
Fax: 321-421-6609

Thank you for your time and attention.

A handwritten signature in black ink, appearing to read "Michael W. Hawkins", with a long horizontal line extending to the right.

Michael W. Hawkins
Director

GLENWOOD CAPITAL, LLC

June 4, 2009

Ms. Gina Bennett
3158 Arden Circle
Melbourne, FL 32934

Subject: ACT Panel Florida Product ID #5343

Dear Ms. Bennett:

Further to our discussions, pursuant to the Court Order dated February 3, 2009, from the United States District Court for the Southern District of New York, Case Number 08-CV-10647, I am the appointed Collateral Agent with respect to all assets of Alternative Construction Technologies, Inc. ("ACT") constituting collateral under certain loan documents. A copy of the Court Order is attached for your convenience.

I would direct you to page 2, second paragraph of the Court Order whereby ACT is to "assemble and deliver" to the Collateral Agent all collateral as defined in the loan documents. Further, pursuant to Section 1(a) of the Security Agreement dated May 8, 2008, and Section 1(a) of the Security Agreement dated June 30, 2007, (copies attached) collateral is defined to include all intangible rights including licenses, trade marks, trade names, patents, patent applications and intellectual property.

To comply with the Court Order, please let this letter serve as direction to you to affect the following with the Florida Department of Consumer Affairs regarding Florida Product ID #5343:

1. Update the product manufacturer to Silverwood Technologies LLC d/b/a Green Product Technologies, from Alternative Construction Technologies, Inc.
2. Update the contact information including address, telephone and email to:

1227 S. Patrick South Patrick Drive, Suite 201
Satellite Beach, Florida 32937
321-549-3182
compliance@greenproducttech.com

3. The authorized signature shall remain the same but the email address for the Authorized Signature shall be updated to: compliance@greenproducttech.com

4. Chris Harris shall be named the Technical Representative at the address:

1227 S. Patrick South Patrick Drive, Suite 201
Satellite Beach, Florida 32937
321-549-3182

Ms. Gina Bennett

June 4, 2009

5. You (Gina Bennett) shall be named the Quality Assurance Representative at the address:

1227 S. Patrick South Patrick Drive, Suite 201
Satellite Beach, Florida 32937
321-549-3182

Should you or the DCA need additional information to effect the above changes, please do not hesitate to contact me.

Yours truly,



Daniel J. McLaughlin
Collateral Agent



June 22, 2009

Mr. Joe Bigelow
Mr. Jim Richmond, Esq.
Florida Building Commission
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

RE: Request to Reassign the FL Product ID 5343 – ACTech Panel and Request to be placed on August, 2009 Commission Agenda

Dear Gentlemen and Commission Members:

Please accept this letter as Silverwood Technologies LLC, dba Green Product Technology's ("GPT") formal request to be placed on the August 2009 Florida Building Commission Meeting Agenda where appropriate. After several conversations with the DCA staff regarding a letter dated May 19, 2009 that your office received from Mr. Michael W. Hawkins, GPT would like the opportunity to present in person to the commission legal documentation and testimony that refutes Mr. Hawkins inaccurate claims that appear in the above referenced letter. Mr. Hawkins has been barred from interfering with GPT's operations via a Federal Court Order. Under separate cover, I have provided to DCA staff and its general counsel the federal court order and other legal instruments that govern the concerned parties and all aspects of the ACTech Panels licensing.

As requested by DCA staff, the following is a brief history of the situation at hand. Mr. Hawkins and his company, Alternative Construction Technologies, Inc. ("ACT"), formerly known as Alternative Construction Company, Inc., fell into default under certain financial instruments that were in place with its lenders including Roswell Capital Partners, LLC, et al ("lenders"). The lenders brought a foreclosure action to claim all assets of ACT in United States District Court in the Southern District of New York. Accordingly, the lenders successfully obtained physical control over all assets of ACT – the specific court order is herewith attached as **Schedule A**. Mr. Hawkins has misrepresented the facts of ownership in his letter of May 19, 2009. Furthermore, Mr. Hawkins assertion that Joe Sorci was the original signatory on the application is inaccurate. I (Gina L. Bennett) am the authorized signatory on the FL Product ID, I have been the authorized signatory from original approval and I remain so as a matter of public record to date. I have been hired as a consultant by GPT to handle all compliance aspects associated with the company and its products. In response to Mr. Hawkins erroneous statement regarding Florida Administrative Code, Rule 9B-72.070, *Product Evaluation and Quality Assurance for State Approval*, paragraph (3) – GPT and all affiliates thereof remain in compliance with all regulatory requirements pertaining to a required Quality Assurance/Control Program.

Green Product Technologies

1227 South Patrick Drive, Suite 201
Satellite Beach, Florida 32937 USA

Ph: 770-225-0315 Fax: 321-821-0913

www.greenproducttech.com

Florida Building Commission
June 22, 2009
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Regarding the transferability of the Florida Product ID – we do not accept Mr. Hawkins statement. It is clear that he does not have a clear understanding of the Program and that a company's participation is voluntary and not mandated by law.

Finally, in response to Mr. Hawkins comments regarding the public safety and protection of ACT, its officers, directors and shareholders – this is a moot point as the panels are not being sold by ACT. Moreover, I have been in constant communication with CRA, Billy Tyson and James Lewis, coordinating all compliance requirements associated with any sales of SIP panels within Florida by GPT.

In conclusion, I request that our company be added to the August Commission Agenda, so that we may clear up the misinformation that has been submitted to your office. In attendance with me will be Daniel J. McLaughlin, the court appointed Collateral Agent in addition to the company's counsel to address the court order and specific legal aspects of this matter. Moreover, we request the update of specific contact information currently appearing on the Florida Product Database to reflect the accurate ownership of this license as ordered by the Federal Court in New York, and as previously submitted to DCA staff under separate cover and as herewith attached as **Schedule B**.

We thank the commission in advance for its attention to this request and for its consideration. Please direct all inquiries regarding this correspondence to my attention at the address below, or I may be reached at 321-412-1404 and compliance@greenproducttech.com.

Respectfully submitted,



Gina L. Bennett
Compliance Consultant
Authorized Signatory

enclosures

Green Product Technologies
1227 South Patrick Drive, Suite 201
Satellite Beach, Florida 32937 USA

Ph: 770-225-0315 Fax: 321-821-0913

www.greenproducttech.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ROSWELL CAPITAL PARTNERS, LLC, as Collateral :
Agent; BRIDGEPOINTE MASTER FUND LTD.; :
CAMHZN MASTER LDC; and CAMOFI MASTER :
LDC, :
:

Plaintiffs, :

v. :

ALTERNATIVE CONSTRUCTION :
TECHNOLOGIES, INC. f/k/a ALTERNATIVE :
CONSTRUCTION COMPANY, INC.; :
ALTERNATIVE CONSTRUCTION BY PROSTEEL :
BUILDERS, INC. f/k/a PROSTEEL BUILDERS, :
CORP.; ALTERNATIVE CONSTRUCTION :
TECHNOLOGIES CORPORATION; ALTERNATIVE :
CONSTRUCTION MANUFACTURING OF :
TENNESSEE, INC. f/k/a ALTERNATIVE :
CONSTRUCTION TECHNOLOGIES :
CORPORATION; ALTERNATIVE :
CONSTRUCTION SAFE ROOMS, INC. f/k/a :
UNIVERSAL SAFE STRUCTURES, INC.; FUTURE :
OF BUILDING INSTITUTE, INC.; ALTERNATIVE :
CONSTRUCTION MANUFACTURING OF :
FLORIDA, INC.; ALTERNATIVE CONSTRUCTION :
BY IONIAN, INC. f/k/a IONIAN CONSTRUCTION, :
INC.; ALTERNATIVE CONSTRUCTION BY :
REVELS, INC.; ALTERNATIVE CONSTRUCTION :
CONSULTING SERVICES, INC.; ALTERNATIVE :
CONSTRUCTION DESIGN INC.; SOLAR 18 :
ACTECH PANEL, INC.; MODULAR RENTAL & :
LEASING CORPORATION; JOHN DOES 1-10, :
:

Defendants. :
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USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 2/3/09

Case No.: 08-CV-10647(DLC)

~~PROPOSED~~ PRELIMINARY INJUNCTION ORDER

UPON the evidence and arguments presented by the parties at the hearing held on
January 29, 2009, together with all prior submissions received in this matter, and for the reasons
set forth by the Court in its Opinion and Order dated January 30, 2009,

SCHEDULE A

It is hereby:

ORDERED that Defendants (excluding Defendants John Does 1-10), as well as their past and current servants, employees, agents, representatives, affiliates, officers, directors, and all persons and entities acting in concert with them or under the ownership or control of any of the aforementioned parties, be and hereby are directed to assemble and deliver to Daniel McLaughlin (as the Collateral Agent designated by Plaintiffs for such purpose) all property and assets constituting Collateral (as defined and reflected in the transaction documents at issue in this action, including that Security Agreement, dated June 30, 2007, that Patent Security Agreement, dated June 30, 2007, that Security Agreement, dated May 8, 2008, and that Intellectual Property Security Agreement, dated May 8, 2008); and it is further

ORDERED that such assembly and delivery of Collateral shall take place within fourty-eight (48) hours of entry of this Order at Defendants' present offices in Osprey, Florida; and it is further

ORDERED that such assembly and delivery of property and assets constituting Collateral shall include, without limitation, the following:

- (1) transfer of signature authority, access to, control of, and any and all necessary authority regarding all accounts held or maintained in the name of, or for the benefit of, any Defendant (excluding Defendant John Does 1-10);
- (2) transfer of all shares of capital stock and/or other equity interest in each of the Defendants (excluding Defendant Alternative Construction Technologies, Inc ("ACT") and Defendant John Does 1-10) held by ACT, either directly or indirectly, and as set forth in "Schedule H" to that Security Agreement, dated May 8, 2008;

- (3) transfer of all keys, codes, passwords or encryptions relating to any real or personal property constituting Collateral; and
- (4) transfer of all materials, equipment, supplies, databases, books, records, and/or computers leased or held in the name of any Defendant (excluding Defendants John Does 1-10); and it is further

ORDERED that Anthony Francel, the CEO and Chairman of the Board of Directors of ACT, shall take personal responsibility for ensuring that the assembly and delivery of Collateral to Plaintiffs is completed in accordance with the terms of this Order, although Mr. Francel may delegate tasks to others to effectuate such assembly and delivery; and it is further

ORDERED that, pending final trial on the merits of Defendants' affirmative defenses and counterclaim, or further order of the Court, Plaintiffs shall have the right to possess, operate, control and otherwise exercise the rights and remedies upon default with respect to the Collateral as set forth in Section 8 of each of the 2007 and 2008 Security Agreements (with exception of rights to dispose of Collateral, other than as provided below); and it is further

ORDERED that, pending final trial on the merits of Defendants' affirmative defenses and counterclaim, or further order of the Court, Plaintiffs shall have the right to dispose of the Collateral as appropriate to pay the ongoing and necessary expenses associated with the operation and development of Defendants' business (the "Necessary Expenses"); and it is further

ORDERED that, pending final trial on the merits of Defendants' affirmative defenses and counterclaim, or further order of the Court, Plaintiffs – except as appropriate to pay Necessary Expenses – shall not transfer, pledge, hypothecate, encumber, license, sell or otherwise dispose the Collateral without first: (a) providing Defendants (through such agent as Defendants shall designate) written notice of the proposed disposal of Collateral at least two business days in

advance of any such proposal and (b) the two-business-day notice period having expired without receipt by Plaintiffs of written objection to the proposal by Defendants. For purposes of this provision, email notice shall constitute valid written notice. Should Defendants object, the parties shall attempt in good faith to resolve any differences in the first instance before resorting to the Court for resolution. For the purpose of clarity, to the extent that Plaintiffs obtain additional funds or assets from any source other than the Collateral for the purpose of operating or developing the Collateral, such funds will not constitute Collateral and will not be subject to the terms of this Order; and it is further

ORDERED that, in the event that Defendants elect to continue prosecution of the affirmative defenses and/or counterclaim pled in this matter with regard to the 2007 Funding Agreements, and as a condition to such continued prosecution in accordance with the terms of the Debentures, Defendants shall first post a bond or other adequate surety in the amount of \$5,522,108.84, the outstanding principal and interest due under the Debentures as of January 30, 2009, the proceeds of which shall be payable to Plaintiffs to the extent that Plaintiffs obtain entry of a final judgment regarding Defendants' defaults; and it is further

Dated: February __, 2009
New York, New York

Ordered that, should the Defendants contend that the requirement to post a bond does not apply to an affirmative defense or counterclaim that they wish to pursue, the Defendants shall present their argument and supporting legal analysis in a submission due February 9, 2009. Opposition is due February 13; reply is due February 18.

SO ORDERED:

United States District Court Judge

*Denise Cole
February 3, 2009*