IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
(ALBANY DIVISION)

MEREDIAN HOLDINGS GROUP, INC., MEREDIAN, INC., DANIMER SCIENTIFIC, LLC, and MEREDIAN BIOPLASTICS, INC.	)	CIVIL ACTION NO.:
Plaintiffs,	)	1:16-cv-00124-WLS
v.	)	
PAUL PEREIRA, ALTON GROUP, LLC, ALTON CONSULTING GROUP, LLC, ALTON GROUP, INC., ALTON BIO, LLC, ALTON BIO I, LLC, RACHAEL PEREIRA and THE HOUSE OF MIAMI, LLC,	)	
Defendants.	)	

DEFENDANTS PAUL PEREIRA, ALTON GROUP, LLC, ALTON CONSULTING GROUP, LLC, ALTON GROUP, INC., ALTON BIO, LLC, ALTON BIO I, LLC, RACHAEL PEREIRA and THE HOUSE OF MIAMI, LLC's ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS TO PLAINTIFFS' AMENDED COMPLAINT

COME NOW Defendants PAUL PEREIRA, ALTON GROUP, LLC, ALTON CONSULTING GROUP, LLC, ALTON GROUP, INC., ALTON BIO, LLC, ALTON BIO I, LLC, RACHAEL PEREIRA and THE HOUSE OF MIAMI, LLC, by and through undersigned counsel, and hereby file this, in accordance with the applicable Federal Rules of Civil Procedure, their Answer and Affirmative Defenses to the Amended Complaint of Plaintiffs, MEREDIAN HOLDINGS GROUP, INC., MEREDIAN, INC., DANIMER SCIENTIFIC, LLC and MEREDIAN BIOPLASTICS, INC. ("Plaintiffs"). Defendants, as to each numbered paragraph of the Amended Complaint, state as follows:

JURISDICTION AND VENUE

1. Defendants admit the allegations in paragraph 1 of the Amended Complaint for jurisdictional purposes.

2. Defendants admit the allegations in paragraph 2 of the Amended Complaint for purposes of accepting venue.

3. Defendants admit the allegations in paragraph 3 of the Amended Complaint for jurisdictional purposes.

THE PARTIES

4. Defendants admit the allegations in paragraph 4 of the Amended Complaint.

5. Defendants admit the allegations in paragraph 5 of the Amended Complaint.

6. Defendants admit the allegations in paragraph 6 of the Amended Complaint.

7. Defendants admit the allegations in paragraph 7 of the Amended Complaint.

8. Defendants admit the allegations in paragraph 8 of the Amended Complaint.

9. Defendants admit the allegations in paragraph 9 of the Amended Complaint.

10. Defendants admit the allegations in paragraph 10 of the Amended Complaint.

11. Defendants admit the allegations in paragraph 11 of the Amended Complaint.

12. Defendants admit the allegations in paragraph 12 of the Amended Complaint.

13. Defendants admit the allegations in paragraph 13 of the Amended Complaint.

14. Defendants admit the allegations in paragraph 14 of the Amended Complaint.

15. Defendants admit the allegations in paragraph 15 of the Amended Complaint.

16. Defendants admit the allegations in paragraph 16 of the Amended Complaint.

17. Defendants admit the allegations in paragraph 17 of the Amended Complaint.

18. Defendants admit the allegations in paragraph 18 of the Amended Complaint for

jurisdictional purposes only. Defendants deny that Georgia law exclusively applies or that the actions complained of all took place in Georgia or caused injury in Georgia, and demand strict proof thereof.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

The Parties' Initial Negotiations

19. Defendants admit the allegations in paragraph 19 of the Amended Complaint that the Plaintiffs are in the business of manufacturing PHA, but deny that the allegations in paragraph 19 are a true and complete description of the subject business, and demand strict proof thereof.

20. Defendants deny knowledge sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 20 of the Amended Complaint; as such, the allegations are denied in their entirety and strict proof thereof is demanded.

21. Defendants admit the allegations in paragraph 21 of the Amended Complaint that discussions with PEREIRA took place in the summer of 2013 about PEREIRA coming aboard and implementing a "turnaround plan," but deny that the other allegations in paragraph 21 are a true and complete description of the "turnaround plan," and demand strict proof thereof.

22. Defendants admit the allegations in paragraph 22 of the Amended Complaint that meetings with PEREIRA took place in June and July of 2013, but deny that the other allegations in paragraph 22 are a true and complete description of the "meetings" and attendees, and demand strict proof thereof.

23. Defendants deny the allegations set forth in paragraph 23 of the Amended Complaint in their entirety, and demand strict proof thereof.

24. Defendants deny the allegations set forth in paragraph 24 of the Amended

Complaint in their entirety, and demand strict proof thereof.

25. Defendants deny knowledge sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 25 of the Amended Complaint; as such, the allegations are denied in their entirety and strict proof thereof is demanded.

26. Defendants deny knowledge sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 26 of the Amended Complaint; as such, the allegations are denied in their entirety and strict proof thereof is demanded.

27. Defendants admit that Defendants Pereira and/or the Alton Companies entered into certain agreements with Plaintiffs. Defendants deny the remainder of the allegations set forth in paragraph 27 of the Amended Complaint, and Defendants demand strict proof thereof.

The Memorandum of Understanding

28. Defendants admit that Defendants Pereira and/or Alton Consulting entered into a Memorandum of Understanding ("MOU") with Plaintiffs DaniMer, Meredian, Inc. and/or Meredian Bioplastics, which document speaks for itself. To the extent the allegations set forth in paragraph 28, attempt to provide, modify or interpret the language of the MOU, the allegations are denied in their entirety and strict proof thereof is demanded. Defendants deny the remainder of the allegations set forth in paragraph 28 of the Amended Complaint and demand strict proof thereof.

29. Defendants can neither admit nor deny the allegations set forth in paragraph 29 of the Amended Complaint, as the MOU speaks for itself. To the extent the allegations set forth in paragraph 29 attempt to provide, modify or interpret the language of the MOU, the allegations are denied in their entirety and strict proof thereof is demanded.

30. Defendants can neither admit nor deny the allegations set forth in paragraph 30 of

the Amended Complaint, as the MOU speaks for itself. To the extent the allegations set forth in paragraph 30 attempt to provide, modify or interpret the language of the MOU, the allegations are denied in their entirety and strict proof thereof is demanded.

The Subscription and Stock Purchase Agreement

31. Defendants admit that Defendant Alton Bio entered into a Subscription and Stock Purchase Agreement with Plaintiffs DaniMer and Meredian, Inc., which documents speaks for itself. To the extent the allegations set forth in paragraph 31, attempt to provide, modify or interpret the language of the Stock Purchase Agreement, the allegations are denied in their entirety and strict proof thereof is demanded.

The Promissory Note

32. Defendants admit that Defendant Alton Bio executed a Promissory Note, which document speaks for itself. To the extent the allegations set forth in paragraph 32 attempt to provide, modify or interpret the language of the Promissory Note, the allegations are denied in their entirety and strict proof thereof is demanded.

33. Defendants can neither admit nor deny the allegations set forth in paragraph 33 of the Amended Complaint, as the Promissory Note speaks for itself. To the extent the allegations set forth in paragraph 33 attempt to provide, modify or interpret the language of the Promissory Note, the allegations are denied in their entirety and strict proof thereof is demanded. Defendants specifically deny any allegation that the Promissory Note is in default, and demand strict proof thereof.

The Alton Consulting Agreement

34. Defendants admit that Defendants Pereira and/or Alton Consulting entered into the Alton Consulting Agreement with Plaintiff Meredian Holdings, which document speaks for

itself. To the extent the allegations set forth in paragraph 34 attempt to provide, modify or interpret the language of the Alton Consulting Agreement, the allegations are denied in their entirety and strict proof thereof is demanded.

35. Defendants can neither admit nor deny the allegations set forth in paragraph 35 of the Amended Complaint, as the Alton Consulting Agreement speaks for itself. To the extent the allegations set forth in paragraph 35 attempt to provide, modify or interpret the language of the Alton Consulting Agreement, the allegations are denied in their entirety and strict proof thereof is demanded.

Deferred Compensation Agreement

36. Defendants admit that Defendant Alton Bio entered into the Deferred Compensation Agreement with Plaintiff Meredian Holdings, which document speaks for itself. To the extent the allegations set forth in paragraph 36 attempt to provide, modify or interpret the language of the Deferred Compensation Agreement, the allegations are denied in their entirety and strict proof thereof is demanded.

Incentive Stock Option Agreement

37. Defendants admit that Defendant Pereira entered into the Incentive Stock Option Agreement with Plaintiff Meredian Holdings, which document speaks for itself. To the extent the allegations set forth in paragraph 37 attempt to provide, modify or interpret the language of the Incentive Stock Option Agreement, the allegations are denied in their entirety and strict proof thereof is demanded.

38. The allegations set forth in paragraph 38 of the Amended Complaint are denied as stated. To the extent the allegations set forth in paragraph 38, attempt to provide, modify or interpret the language of the Incentive Stock Option Agreement, the allegations are denied in

their entirety and strict proof thereof is demanded.

PEREIRA and the Alton Companies' Fraud and Malfeasance

39. Defendants deny the allegations set forth in paragraph 39 of the Amended Complaint in their entirety, and demand strict proof thereof.

40. Defendants deny the allegations set forth in paragraph 40 of the Amended Complaint in their entirety, and demand strict proof thereof.

41. The allegations set forth in paragraph 41 of the Amended Complaint are denied as stated.

42. Defendants deny knowledge sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 42 of the Amended Complaint; as such, the allegations are denied in their entirety and strict proof thereof is demanded.

43. The allegations set forth in paragraph 43 of the Amended Complaint are denied as stated. Defendants specifically deny the allegations that Plaintiffs learned of the agreements in 2015, and demand strict proof thereof.

44. The allegations set forth in paragraph 44 of the Amended Complaint are denied.

45. The allegations set forth in paragraph 45 of the Amended Complaint are denied as stated.

46. Defendants deny the allegations set forth in paragraph 46 of the Amended Complaint in their entirety, and demand strict proof thereof.

47. Defendants can neither admit nor deny the allegations set forth in paragraph 47 of the Amended Complaint, as the referenced email speaks for itself. To the extent the allegations set forth in paragraph 47, attempt to provide, modify or interpret the language of the referenced email, the allegations are denied in their entirety and strict proof thereof is demanded.

48. Defendants can neither admit nor deny the allegations set forth in paragraph 48 of the Amended Complaint, as Exhibit "F," speaks for itself. To the extent the allegations set forth in paragraph 48, attempt to provide, modify or interpret the language of Exhibit "F," the allegations are denied in their entirety and strict proof thereof is demanded.

49. Defendants can neither admit nor deny the allegations set forth in paragraph 43 of the Amended Complaint, as Exhibit "F," speaks for itself. To the extent the allegations set forth in paragraph 43, attempt to provide, modify or interpret the language of Exhibit "F," the allegations are denied in their entirety and strict proof thereof is demanded.

50. Defendants deny the allegations set forth in paragraph 50 of the Amended Complaint as stated, and demand strict proof thereof.

COUNT I: RESCISSION/FRAUD IN THE INDUCEMENT

(By all Plaintiffs against Paul PEREIRA and the Alton Companies, Jointly and Severally)

51. Defendants repeat and reallege their responses to paragraphs 1 through 50 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

52. Defendants admit the allegations in paragraph 52 of the Amended Complaint that meetings with PEREIRA took place in June and July of 2013, but deny that the other allegations in paragraph 52 are a true and complete description of the "meetings" and attendees, and demand strict proof thereof.

53. Defendants deny the allegations set forth in paragraph 53 of the Amended Complaint in their entirety, and demand strict proof thereof.

54. Defendants deny the allegations set forth in paragraph 54 of the Amended Complaint in their entirety, and demand strict proof thereof.

55. Defendants deny knowledge sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 55 of the Amended Complaint; as such, the allegations are denied in their entirety and strict proof thereof is demanded.

56. Defendants admit that Plaintiffs DaniMer and Meredian, Inc. became wholly owned subsidiaries of Plaintiff Meredian Holdings. The remainder of the allegations set forth in paragraph 56 of the Amended Complaint are denied as stated and Defendants demand strict proof thereof. Defendants further deny making any misrepresentations to Plaintiffs.

57. Defendants deny knowledge sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 57 of the Amended Complaint; as such, the allegations are denied in their entirety and strict proof thereof is demanded.

58. Defendants deny the allegations set forth in paragraph 58 of the Amended Complaint in their entirety, and demand strict proof thereof.

59. The allegations set forth in paragraph 59 of the Amended Complaint are denied as stated and Defendants demand strict proof thereof.

60. The allegations set forth in paragraph 60 of the Amended Complaint are denied as stated. To the extent the allegations set forth in paragraph 60, attempt to provide, modify or interpret the language of the referenced agreement, the allegations are denied in their entirety and strict proof thereof is demanded.

61. Defendants deny the allegations set forth in paragraph 61 of the Amended Complaint in their entirety, and demand strict proof thereof.

62. Defendants deny the allegations set forth in paragraph 62 of the Amended Complaint in their entirety, and demand strict proof thereof.

63. Defendants deny the allegations set forth in paragraph 63 of the Amended

Complaint in their entirety, and demand strict proof thereof.

64. Defendants deny the allegations set forth in paragraph 64 of the Amended Complaint in their entirety, and demand strict proof thereof.

65. Defendants deny the allegations set forth in paragraph 65 of the Amended Complaint in their entirety, and demand strict proof thereof.

66. Defendants deny the allegations set forth in paragraph 66 of the Amended Complaint in their entirety, and demand strict proof thereof.

67. Defendants deny the allegations set forth in paragraph 67 of the Amended Complaint in their entirety, and demand strict proof thereof.

68. Defendants deny the allegations set forth in paragraph 68 of the Amended Complaint in their entirety, and demand strict proof thereof.

69. Defendants deny the allegations set forth in paragraph 69 of the Amended Complaint in their entirety, and demand strict proof thereof.

70. Defendants deny the allegations set forth in paragraph 70 of the Amended Complaint in their entirety, and demand strict proof thereof.

71. Defendants deny the allegations set forth in paragraph 71 of the Amended Complaint in their entirety, and demand strict proof thereof.

72. Defendants deny the allegations set forth in paragraph 72 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT II: FRAUD IN THE INDUCEMENT

(By all Plaintiffs against Paul PEREIRA and the Alton Companies, Jointly and Severally)

73. Defendants repeat and reallege their responses to paragraphs 1 through 72 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged

herein.

74. Defendants admit the allegations in paragraph 74 of the Amended Complaint that meetings with PEREIRA took place in June and July of 2013, but deny that the other allegations in paragraph 74 are a true and complete description of the "meetings" and attendees, and demand strict proof thereof.

75. Defendants deny the allegations set forth in paragraph 75 of the Amended Complaint in their entirety, and demand strict proof thereof.

76. Defendants deny the allegations set forth in paragraph 76 of the Amended Complaint in their entirety, and demand strict proof thereof.

77. Defendants deny knowledge sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 77 of the Amended Complaint; as such, the allegations are denied in their entirety and strict proof thereof is demanded.

78. Defendants admit that Plaintiffs DaniMer and Meredian, Inc. became wholly owned subsidiaries of Plaintiff Meredian Holdings. The remainder of the allegations set forth in paragraph 78 of the Amended Complaint are denied as stated and Defendants demand strict proof thereof. Defendants further deny making any misrepresentations to Plaintiffs.

79. Defendants deny knowledge sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 79 of the Amended Complaint; as such, the allegations are denied in their entirety and strict proof thereof is demanded.

80. The allegations set forth in paragraph 80 of the Amended Complaint are denied as stated.

81. The allegations contained in paragraph 81 of the Amended Complaint are denied as stated and Defendants demand strict proof thereof.

82. The allegations set forth in paragraph 82 of the Amended Complaint are denied as stated. To the extent the allegations set forth in paragraph 82, attempt to provide, modify or interpret the language of the referenced agreement, the allegations are denied in their entirety and strict proof thereof is demanded.

83. Defendants deny the allegations set forth in paragraph 83 of the Amended Complaint in their entirety, and demand strict proof thereof.

84. Defendants deny the allegations set forth in paragraph 84 of the Amended Complaint in their entirety, and demand strict proof thereof.

85. Defendants deny the allegations set forth in paragraph 85 of the Amended Complaint in their entirety, and demand strict proof thereof.

86. Defendants deny the allegations set forth in paragraph 86 of the Amended Complaint in their entirety, and demand strict proof thereof.

87. Defendants deny the allegations set forth in paragraph 87 of the Amended Complaint in their entirety, and demand strict proof thereof.

88. Defendants deny the allegations set forth in paragraph 88 of the Amended Complaint in their entirety, and demand strict proof thereof.

89. Defendants deny the allegations set forth in paragraph 89 of the Amended Complaint in their entirety, and demand strict proof thereof.

90. Defendants deny the allegations set forth in paragraph 90 of the Amended Complaint in their entirety, and demand strict proof thereof.

91. Defendants deny the allegations set forth in paragraph 91 of the Amended Complaint in their entirety, and demand strict proof thereof.

92. Defendants deny the allegations set forth in paragraph 92 of the Amended

Complaint in their entirety, and demand strict proof thereof.

93. Defendants deny the allegations set forth in paragraph 93 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT III: NEGLIGENT MISREPRESENTATION

(By all Plaintiffs against Paul PEREIRA and the Alton Companies, Jointly and Severally)

94. Defendants repeat and reallege their responses to paragraphs 1 through 93 of the Amended Complaint, with the same force and effect if fully restated, repeated and realleged herein.

95. Defendants deny the allegations set forth in paragraph 95 of the Amended Complaint in their entirety, and demand strict proof thereof.

96. The allegations set forth in paragraph 96 of the Amended Complaint are denied as stated.

97. Defendants deny the allegations set forth in paragraph 97 of the Amended Complaint in their entirety, and demand strict proof thereof.

98. Defendants deny the allegations set forth in paragraph 98 of the Amended Complaint in their entirety, and demand strict proof thereof.

99. Defendants deny the allegations set forth in paragraph 99 of the Amended Complaint in their entirety, and demand strict proof thereof.

100. Defendants deny the allegations set forth in paragraph 100 of the Amended Complaint in their entirety, and demand strict proof thereof.

101. Defendants deny the allegations set forth in paragraph 101 of the Amended Complaint in their entirety, and demand strict proof thereof.

102. Defendants deny the allegations set forth in paragraph 102 of the Amended

Complaint in their entirety, and demand strict proof thereof.

COUNT IV: FRAUD AND CONSPIRACY

(By all Plaintiffs against All Defendants, Jointly and Severally)

103. Defendants repeat and reallege their responses to paragraphs 1 through 102 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

104. The allegations set forth in paragraph 104 of the Amended Complaint are denied as stated. To the extent the allegations set forth in paragraph 104, attempt to provide, modify or interpret the language of Exhibit "G," the allegations are denied in their entirety and strict proof thereof is demanded.

105. Defendants deny the allegations set forth in paragraph 105 of the Amended Complaint in their entirety, and demand strict proof thereof.

106. The allegations set forth in paragraph 106 of the Amended Complaint are denied as stated and Defendants demand strict proof thereof..

107. Defendants deny the allegations set forth in paragraph 107 of the Amended Complaint in their entirety, and demand strict proof thereof.

108. Defendants deny the allegations set forth in paragraph 108 of the Amended Complaint in their entirety, and demand strict proof thereof.

109. Defendants deny the allegations set forth in paragraph 109 of the Amended Complaint in their entirety, and demand strict proof thereof.

110. Defendants deny the allegations set forth in paragraph 110 of the Amended Complaint in their entirety, and demand strict proof thereof.

111. Defendants deny the allegations set forth in paragraph 111 of the Amended

Complaint in their entirety, and demand strict proof thereof.

COUNT V: FRAUD AND CONSPIRACY

(By all Plaintiffs against All Defendants, Jointly and Severally)

112. Defendants repeat and reallege their responses to paragraphs 1 through 111 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

113. The allegations set forth in paragraph 113 of the Amended Complaint are denied as stated and Defendants demand strict proof thereof.

114. The allegations set forth in paragraph 114 of the Amended Complaint are denied as stated.

115. Defendants deny the allegations set forth in paragraph 115 of the Amended Complaint in their entirety, and demand strict proof thereof.

116. Defendants deny the allegations set forth in paragraph 116 of the Amended Complaint in their entirety, and demand strict proof thereof.

117. Defendants deny the allegations set forth in paragraph 117 of the Amended Complaint in their entirety, and demand strict proof thereof.

118. Defendants deny the allegations set forth in paragraph 118 of the Amended Complaint in their entirety, and demand strict proof thereof.

119. Defendants deny the allegations set forth in paragraph 119 of the Amended Complaint in their entirety, and demand strict proof thereof.

120. Defendants deny the allegations set forth in paragraph 120 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT VI: BREACH OF FIDUCIARY DUTY OF CARE AND GOOD FAITH

(By all Plaintiffs against Paul PEREIRA)

121. Defendants repeat and reallege their responses to paragraphs 1 through 120 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

122. Defendants can neither admit nor deny the allegations set forth in paragraph 122 of the Amended Complaint, as Georgia common law and O.C.G.A. §§ 14-2-830 and 14-2-842 speak for themselves. To the extent the allegations set forth in paragraph 122, attempt to provide, modify or interpret the language of Georgia common law and O.C.G.A. §§ 14-2-830 and 14-2-842, the allegations are denied in their entirety and strict proof thereof is demanded.

123. Defendants can neither admit nor deny the allegations set forth in paragraph 123 of the Amended Complaint, as Georgia common law and O.C.G.A. §§ 14-2-830 and 14-2-842 speak for themselves. To the extent the allegations set forth in paragraph 123, attempt to provide, modify or interpret the language of Georgia common law and O.C.G.A. §§ 14-2-830 and 14-2-842, the allegations are denied in their entirety and strict proof thereof is demanded.

124. Defendants deny the allegations set forth in paragraph 124 of the Amended Complaint in their entirety, and demand strict proof thereof.

125. Defendants deny the allegations set forth in paragraph 125 of the Amended Complaint in their entirety, and demand strict proof thereof.

126. Defendants deny the allegations set forth in paragraph 126 of the Amended Complaint in their entirety, and demand strict proof thereof.

127. Defendants deny the allegations set forth in paragraph 127 of the Amended Complaint in their entirety, and demand strict proof thereof.

128. Defendants deny the allegations set forth in paragraph 128 of the Amended Complaint in their entirety, and demand strict proof thereof.

129. Defendants deny the allegations set forth in paragraph 129 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT VII: BREACH OF DUTY RELATED TO CONFLICTING INTEREST TRANSACTIONS

(By all Plaintiffs against Paul PEREIRA)

130. Defendants repeat and reallege their responses to paragraphs 1 through 129 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

131. Defendants can neither admit nor deny the allegations set forth in paragraph 131 of the Amended Complaint, as it calls for a legal conclusion.

132. Defendants can neither admit nor deny the allegations set forth in paragraph 132 of the Amended Complaint, as it calls for a legal conclusion..

133. Defendants can neither admit nor deny the allegations set forth in paragraph 133 of the Amended Complaint, as O.C.G.A. §§ 14-2-860 *et seq.* and 14-2-864 speak for themselves. To the extent the allegations set forth in paragraph 133 attempt to provide, modify or interpret the language of O.C.G.A. §§ 14-2-860 *et seq.* and 14-2-864, the allegations are denied in their entirety and strict proof thereof is demanded.

134. Defendants deny the allegations set forth in paragraph 134 of the Amended Complaint in their entirety, and demand strict proof thereof.

135. Defendants deny the allegations set forth in paragraph 135 of the Amended Complaint in their entirety, and demand strict proof thereof.

136. The allegations set forth in paragraph 136 of the Amended Complaint are denied as stated and Defendants demand strict proof thereof..

137. Defendants deny the allegations set forth in paragraph 137 of the Amended Complaint in their entirety, and demand strict proof thereof.

138. Defendants deny the allegations set forth in paragraph 138 of the Amended Complaint in their entirety, and demand strict proof thereof.

139. Defendants deny the allegations set forth in paragraph 139 of the Amended Complaint in their entirety, and demand strict proof thereof.

140. Defendants deny the allegations set forth in paragraph 140 of the Amended Complaint in their entirety, and demand strict proof thereof.

141. Defendants deny the allegations set forth in paragraph 141 of the Amended Complaint in their entirety, and demand strict proof thereof.

142. Defendants deny the allegations set forth in paragraph 142 of the Amended Complaint in their entirety, and demand strict proof thereof.

143. Defendants deny the allegations set forth in paragraph 143 of the Amended Complaint in their entirety, and demand strict proof thereof.

144. Defendants deny the allegations set forth in paragraph 144 of the Amended Complaint in their entirety, and demand strict proof thereof.

145. Defendants deny the allegations set forth in paragraph 145 of the Amended Complaint in their entirety, and demand strict proof thereof.

146. Defendants deny the allegations set forth in paragraph 146 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT VIII: AIDING AND ABETTING BREACH OF FIDUCIARY DUTIES

(By all Plaintiffs against Paul PEREIRA and the Alton Companies, Jointly and Severally)

147. Defendants repeat and reallege their responses to paragraphs 1 through 146 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

148. Defendants can neither admit nor deny the allegations set forth in paragraph 148 of the Amended Complaint, as it calls for a legal conclusion..

149. Defendants can neither admit nor deny the allegations set forth in paragraph 149 of the Amended Complaint, as it calls for a legal conclusion.

150. Defendants deny knowledge sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 150 of the Amended Complaint; as such, the allegations are denied in their entirety and strict proof thereof is demanded.

151. Defendants deny the allegations set forth in paragraph 151 of the Amended Complaint in their entirety, and demand strict proof thereof.

152. Defendants deny the allegations set forth in paragraph 152 of the Amended Complaint in their entirety, and demand strict proof thereof.

153. Defendants deny the allegations set forth in paragraph 153 of the Amended Complaint in their entirety, and demand strict proof thereof.

154. Defendants deny the allegations set forth in paragraph 154 of the Amended Complaint in their entirety, and demand strict proof thereof.

155. Defendants deny the allegations set forth in paragraph 155 of the Amended Complaint in their entirety, and demand strict proof thereof.

156. Defendants deny the allegations set forth in paragraph 156 of the Amended

Complaint in their entirety, and demand strict proof thereof.

COUNT IX: AIDING AND ABETTING BREACH OF FIDUCIARY DUTIES

(By all Plaintiffs against Rachel PEREIRA and the House of Miami, Jointly and Severally)

157. Defendants repeat and reallege their responses to paragraphs 1 through 156 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

158. Defendants can neither admit nor deny the allegations set forth in paragraph 158 of the Amended Complaint, as it calls for a legal conclusion.

159. Defendants can neither admit nor deny the allegations set forth in paragraph 159 of the Amended Complaint, as it calls for a legal conclusion.

160. Defendants deny the allegations set forth in paragraph 160 of the Amended Complaint in their entirety, and demand strict proof thereof.

161. Defendants deny the allegations set forth in paragraph 161 of the Amended Complaint in their entirety, and demand strict proof thereof.

162. Defendants deny the allegations set forth in paragraph 162 of the Amended Complaint in their entirety, and demand strict proof thereof.

163. Defendants deny the allegations set forth in paragraph 163 of the Amended Complaint in their entirety, and demand strict proof thereof.

164. Defendants deny the allegations set forth in paragraph 164 of the Amended Complaint in their entirety, and demand strict proof thereof.

165. Defendants deny the allegations set forth in paragraph 165 of the Amended Complaint in their entirety, and demand strict proof thereof.

166. Defendants deny the allegations set forth in paragraph 166 of the Amended

Complaint in their entirety, and demand strict proof thereof.

COUNT X: CONVERSION

(By all Plaintiffs against Paul PEREIRA and the Alton Companies, Jointly and Severally)

167. Defendants repeat and reallege their responses to paragraphs 1 through 166 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

168. Defendants deny the allegations set forth in paragraph 168 of the Amended Complaint in their entirety, and demand strict proof thereof.

169. Defendants deny the allegations set forth in paragraph 169 of the Amended Complaint in their entirety, and demand strict proof thereof.

170. Defendants deny the allegations set forth in paragraph 170 of the Amended Complaint in their entirety, and demand strict proof thereof.

171. Defendants deny the allegations set forth in paragraph 171 of the Amended Complaint in their entirety, and demand strict proof thereof.

172. Defendants deny the allegations set forth in paragraph 172 of the Amended Complaint in their entirety, and demand strict proof thereof.

173. Defendants deny the allegations set forth in paragraph 173 of the Amended Complaint in their entirety, and demand strict proof thereof.

174. Defendants deny the allegations set forth in paragraph 174 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT XI: UNJUST ENRICHMENT AND MONIES HAD AND RECEIVED

(By all Plaintiffs against All Defendants, Jointly and Severally)

175. Defendants repeat and reallege their responses to paragraphs 1 through 174 of the

Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

176. Defendants deny the allegations set forth in paragraph 176 of the Amended Complaint in their entirety, and demand strict proof thereof.

177. Defendants deny the allegations set forth in paragraph 177 of the Amended Complaint in their entirety, and demand strict proof thereof.

178. Defendants deny the allegations set forth in paragraph 178 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT XII: CONSTRUCTIVE TRUST

(All Defendants)

179. Defendants repeat and reallege their responses to paragraphs 1 through 178 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

180. Defendants deny the allegations set forth in paragraph 180 of the Amended Complaint in their entirety, and demand strict proof thereof.

181. Defendants deny the allegations set forth in paragraph 181 of the Amended Complaint in their entirety, and demand strict proof thereof.

182. Defendants deny the allegations set forth in paragraph 182 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT XIII: ACCOUNTING

(All Defendants)

183. Defendants repeat and reallege their responses to paragraphs 1 through 182 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged

herein.

184. Defendants can neither admit nor deny the allegations set forth in paragraph 184 of the referenced documents speak for themselves. To the extent the allegations set forth in paragraph 184, attempt to provide, modify or interpret the language of the referenced documents, the allegations are denied in their entirety and strict proof thereof is demanded.

185. Defendants deny any money or amounts are owed to Plaintiffs..

186. Defendants deny the allegations set forth in paragraph 186 of the Amended Complaint in their entirety, and demand strict proof thereof.

187. Defendants deny the allegations set forth in paragraph 187 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT XIV: PUNITIVE DAMAGES

(All Defendants)

188. Defendants repeat and reallege their responses to paragraphs 1 through 187 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

189. Defendants deny the allegations set forth in paragraph 189 of the Amended Complaint in their entirety, and demand strict proof thereof.

190. Defendants deny the allegations set forth in paragraph 190 of the Amended Complaint in their entirety, and demand strict proof thereof.

191. Defendants deny the allegations set forth in paragraph 191 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT XV: ATTORNEYS FEES

(All Defendants)

192. Defendants repeat and reallege their responses to paragraphs 1 through 191 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

193. Defendants deny the allegations set forth in paragraph 193 of the Amended Complaint in their entirety, and demand strict proof thereof.

COUNT XVI: INJUNCTIVE RELIEF

(All Defendants)

194. Defendants repeat and reallege their responses to paragraphs 1 through 193 of the Amended Complaint with the same force and effect if fully restated, repeated and realleged herein.

195. Defendants deny the allegations set forth in paragraph 195 of the Amended Complaint in their entirety, and demand strict proof thereof.

196. Defendants deny the allegations set forth in paragraph 196 of the Amended Complaint in their entirety, and demand strict proof thereof.

AFFIRMATIVE DEFENSES

Defendants forth the following affirmative defenses to each and every one of Plaintiffs' causes of action:

197. Pursuant to F.R.C.P. 12(b)(7), Plaintiffs have failed to name indispensable parties to this action; to wit, Tim Smith, Dowdy & Whittaker, LLC, John Dowdy CPA, Womble Carlyle Sandridge & Rice, LLP, Eric Glidewell Esq., Hoffman & Associates, LLC, Michael Hoffman Esq., and Joseph Nagel Esq. Each of the individuals and entities named, were either acting in

some capacity on behalf of the Plaintiffs (which has implicitly been denied by Plaintiffs in the Amended Complaint), or are indispensable parties to this action.

198. Pursuant to F.R.C.P. 12(b)(6), Plaintiffs have failed to state a cause of action for each count of the Amended Complaint.

199. Any actions of Defendants, complained of by Plaintiffs, are protected under applicable privilege or under the business judgment rule.

200. Where Defendants seek to rescind certain agreements, which Defendants allege are void or voidable, such agreements survive under the entire fairness doctrine.

201. Any actions of Defendants, complained of by Plaintiffs, are not proximately or foreseeably related to the damages claims by virtue of a supervening or intervening cause.

202. As to any breach of contract claims by Plaintiffs, Plaintiff(s) first breached such contracts and Defendants' performance thereunder was excused.

203. As to any improper agreement, Defendants only entered into same under duress.

204. Plaintiffs' claims fail under the doctrines of estoppel.

205. Plaintiffs have failed to comply with conditions precedent to the bringing of the action and have failed to give required notice under the agreements at issue.

206. Plaintiffs' claims are barred by virtue of fraud or misrepresentation.

207. Plaintiffs' claims are barred by virtue of mutual mistake.

208. Plaintiffs' claims are barred by virtue of unilateral mistake.

209. Plaintiffs' claims are barred by the doctrine of unclean hands.

210. Plaintiffs' claims are barred by the doctrine of laches.

211. Plaintiffs' claims are barred by the doctrine of waiver.

212. Plaintiffs' claims are barred by virtue of full performance by Defendant(s).

213. Plaintiffs' claims are barred by virtue of illegality.

214. Plaintiffs' claims are barred by virtue of lack of consideration.

215. Plaintiffs' claims are barred by virtue of failure of consideration.

216. Plaintiffs' claims are barred by virtue of the statute of frauds.

217. Plaintiffs' equitable claims are barred as they have an adequate remedy at law.

218. Plaintiffs' claims are barred by virtue of their failure to mitigate damages.

219. Plaintiffs' claims are barred by virtue of novation.

220. Plaintiffs' claims are barred by virtue of accord and satisfaction.

221. Plaintiffs' claims for rescission are barred by virtue of failing to restore, or offer to restore the parties to their pre-rescission *status quo*.

222. Plaintiffs' claims are subject to recoupment and setoff for all amounts due to Defendants from Plaintiffs.

223. Plaintiffs' claims are barred and/or negated by virtue of the claims of Defendants set forth in the Counterclaim in this matter.

WHEREFORE, having fully answered Plaintiffs' First Amended Complaint, Defendants request that the Court enter an Order dismissing Plaintiffs' First Amended Complaint with prejudice and granting Defendants their costs, attorneys' fees and such other and further relief as the Court deems just and proper in the circumstances.

COUNTERCLAIM

COME NOW Counter-Plaintiffs, PAUL PEREIRA, ALTON CONSULTING GROUP, LLC, ALTON GROUP, INC. and ALTON BIO, LLC, ("Counter-Plaintiffs") by and through undersigned counsel, hereby file this, in accordance with the applicable Federal Rules of Civil Procedure, their Counterclaim against Counter-Defendants, MEREDIAN HOLDINGS GROUP, INC. ("MHG"), MEREDIAN, INC., ("MEREDIAN") DANIMER SCIENTIFIC, LLC ("DANIMER") and MEREDIAN BIOPLASTICS, INC. ("MEREDIAN BIOPLASTICS") ("Counter-Defendants"), and state as follows:

JURISDICTION AND VENUE

1. Subject matter jurisdiction is based upon 28 U.S.C. Sec. 1332, because, upon information and belief, there is complete diversity of citizenship between the parties and the amount in controversy exceeds, exclusive of interest and costs, the sum of Seventy Five Thousand ($75,000) Dollars.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. Sec. 1391(a), because a substantial part of the events giving rise to this action occurred in this district. Venue is proper in the Albany Division pursuant to Middle District of Georgia Local Rule 3.4, because Counter-Defendants reside in that division and the underlying claims in the Amended Complaint are alleged to have arisen in that division.

3. This Court has personal jurisdiction over all Counter-Defendants because: (a) the claims asserted herein arise out of business conducted by such defendant in Decatur County Georgia; (b) each such defendant committed tortious acts or omissions within Decatur County, Georgia; and/or (c) each such Defendant committed or caused a tortious injury in Decatur County, Georgia and such defendant regularly conducts business in Decatur county, Georgia

and/or derives substantial revenue from goods used or consumed or services rendered in Decatur County, in addition to the nature of this action as a counterclaim.

4. This is a compulsory counterclaim.

5. All conditions precedent to the bringing of this action, have been performed, satisfied, or are excused.

THE PARTIES

6. Counter-Plaintiff PAUL PEREIRA, ("PEREIRA") is an individual domiciled and permanently residing in the State of Florida, with an address of 1521 Alton Road, Miami Beach, Florida 33139.

7. ALTON CONSULTING GROUP, LLC p/k/a THE ALTON GROUP, LLC, was and is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida, with its principal place of business located at 1521 Alton Road, Miami Beach, Florida 33139.

8. ALTON GROUP, INC., was and is a corporation duly organized and existing under and by virtue of the laws of Belize, with its principal place of business located at 1521 Alton Road, Miami Beach, Florida 33139.

9. ALTON BIO, LLC was and is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida, with its principal place of business located at 1521 Alton Road, Miami Beach, Florida 33139.

10. ALTON CONSULTING GROUP, LLC p/k/a THE ALTON GROUP, LLC, ALTON GROUP, INC. and ALTON BIO, LLC are collectively referred to herein as "ALTON"

11. At all relevant times, Counter-Defendant, MEREDIAN HOLDINGS GROUP, INC., and was and is a corporation duly organized and existing under and by virtue of the laws of

the State of Georgia, with its principal place of business located at 140 Industrial Boulevard, Bainbridge, Georgia 39817.

12. At all relevant times, Counter-Defendant, MEREDIAN, INC. ("MEREDIAN") was a corporation duly organized and existing under and by virtue of the laws of the State of Georgia, with its principal place of business located at 140 Industrial Boulevard, Bainbridge, Georgia 39817.

13. At all relevant times, Counter-Defendant, DANIMER SCIENTIFIC, LLC ("DANIMER") was a limited liability company organized and existing under and by virtue of the laws of the State of Georgia, with its principal place of business located at 140 Industrial Boulevard, Bainbridge, Georgia 39817.

14. At all relevant times, Counter-Defendant, MEREDIAN BIOPLASTICS, INC. was and is a corporation duly organized and existing under and by virtue of the laws of the State of Georgia, with its principal place of business located at 140 Industrial Boulevard, Bainbridge, Georgia 39817. MEREDIAN BIOPLASTICS, INC. was and is a wholly owned subsidiary of MEREDIAN, INC.

15. As part of a restructuring that occurred in or around June 2014, MEREDIAN, INC. and DANIMER SCIENTIFIC, LLC became wholly-owned subsidiaries of MEREDIAN HOLDINGS GROUP, INC., and along with MEREDIAN BIOPLASTICS, INC. are all collectively referred to herein below as "MHG."

16. Upon information and belief, at all relevant times, each of the Counter-Defendants was and is doing and/or transacting business within the State of Georgia, contracted to supply goods and/or services within the State of Georgia and/or purposefully engaged in the actions described herein and which form the basis of Counter-Plaintiffs' claims within the State

of Georgia.

INTRODUCTION AND PEREIRA'S ENGAGEMENT

17. MHG designs and has the potential to manufacture bioplastics for a variety of industries. In 2006, MHG predecessor MEREDIAN purchased the intellectual property that forms the basis of its bioplastics technology. Despite holding these valuable patents, MEREDIAN struggled as a business and was unable to convert its intellectual property into a reliable revenue stream.

18. DANIMER, a biopolymer producer started in 2004 by the same founders, faced similar revenue and management hurdles.

19. By 2013, the predecessors to MHG had not had a single profitable year and were on the brink of bankruptcy due to excessive debt, poor business deals, insufficient capital infusions and poor leadership.

20. In July 2013, the predecessors to MHG realized they were in dire need of a leader who could turn the business around. MHG reached out to PEREIRA; a mutual connection named Sonny Redmond made the introduction. Mr. Redmond first discussed the situation with PEREIRA on or about July 8, 2013.

21. MHG was heading in the wrong direction, attempting to build a "white elephant" and had already spent in excess of $40,000,000 (and likely closer to $60,000,000), which expenditures resulted not in additional revenue, but in overbuilt infrastructure sitting idle.

22. Notably, one of the problems plaguing both companies, was that a significant number of their board members and executives were "insiders" who were either family members or had close personal and business relationships with one another, and these insiders repeatedly made sure that they had generous compensation packages and/or stock deals at the companies'

expense. In addition, the "packages" include commissions to Directors on the monies raised by the company.

23. The insider control of the companies was so pervasive, both inside the company and in the local area that they were widely referred to as the "Bainbridge Five." The Bainbridge Five consisted of Tim Smith, Greg Calhoun, John Dowdy, Ralph Powell and Dick Ivey.

24. On or about July 12, 2013, PEREIRA and Mr. Redmond traveled to Bainbridge to initially meet with Tim Smith ("Smith"). Shortly after arriving in Bainbridge, PEREIRA was introduced by Smith to the other members of the Bainbridge Five. During the meeting, PEREIRA was told and understood that the Bainbridge Five were in control of both MEREDIAN and DANIMER and controlled both Boards of Directors ("BOD").

25. From Approximately July 12, 2013 through July 15, 2013, PEREIRA discussed the circumstances surrounding the companies with the Bainbridge Five. The Bainbridge Five indicated their desire to have PEREIRA come to work with them on MHG and indicated the next step was to tour the facility and meet the Boards and shareholders.

26. On July 16, 2013, PEREIRA toured the facilities and thereafter, attended a shareholders' meeting and shared some of his initial ideas for the company. PEREIRA proposed that MHG abandon the concept of building large plants. Instead, he proposed a new licensing strategy, and introduced a new commercialized production model. The general practice of allowing companies to do research without contractual agreements, or paying for the use of MHG's scientists and laboratories, would be quickly discontinued, and the concept of traditional "research and development" contracts introduced. PEREIRA also discussed the issue of a frustrated shareholding base, who were threatening a class action suit because of all the false promises made over the previous ten (10) years.

27. PEREIRA spoke to the shareholders and calmed them to the point where one (1) particular shareholder, namely Wayne Bodie, who was leading the charge, turned and said to the BOD after PEREIRA's speech "if you hire this guy I will put another million dollars in tomorrow." (Upon PEREIRA's hire, Wayne Bodie did invest an additional million dollars).

28. Over the next week, the Bainbridge Five discussed the circumstances with PEREIRA, and ultimately requested he make a presentation to the full BOD of the companies.

29. On July 22, 2013, PEREIRA made a presentation to the MEREDIAN and DANIMER BOD laying out his vision for reviving the ailing companies. The boards of both companies were extremely impressed and decided to engage PEREIRA's services.

30. At that meeting, not only did the Boards decide to engage PEREIRA, but they also affirmed their endorsement of the leadership of the Bainbridge Five and indicated to PEREIRA that the Bainbridge Five, and in particular, Smith (who was known as "Mr. Big"), had the authority of the Boards to move forward with PEREIRA. Notably, during this process, PEREIRA did not ever present a *curriculum vitae*, nor was he asked to present one. The sole focus of the meetings was business solutions and strategy.

31. Because the companies were fast approaching insolvency, the Bainbridge Five quickly negotiated a deal with PEREIRA by which PEREIRA's consulting firm, ALTON CONSULTING GROUP, LLC p/k/a THE ALTON GROUP, LLC, would provide MEREDIAN and DANIMER with consulting services designed to turn around their financial performance.

32. On August 2, 2013, PEREIRA, MEREDIAN, INC. and DANIMER entered a binding Memorandum of Understanding ("MOU") which acknowledged that both companies "are having financial difficulty, and face the prospect of insolvency." A copy of the MOU is attached hereto and made a part hereof as Exhibit "A." The MOU was drafted by Hoffman and

Associates, LLC on behalf of MHG, with the input of John Dowdy, Jad Dowdy and PEREIRA.

33. The MOU was signed by Daniel Carraway, who was represented by the Bainbridge Five to be "on his way out."

34. PEREIRA was appointed the Executive Director of both companies and given the task of effectuating a turnaround. PEREIRA's compensation was comprised of four components: (1) a 20% non-dilutable interest in both companies; (2) $35,000 per month for turnaround consultancy services; (3) 5% of any capital infusions to the companies, regardless if brought about by PEREIRA; and (4) 2-4% of any royalties secured through licensing agreements.

35. The MOU provided for the completion of a satisfactory background check of PEREIRA, who fully cooperated with any such requests made to him. The background check and due diligence on PEREIRA was completed initially by Eric Glidewell Esq. of Womble Carlyle Sandridge & Rice, LLP, denoted as the MHG "general counsel" by the Bainbridge Five, for MHG. PEREIRA's background was cleared and the MOU went into full force and effect. Of further import, in preparation for a possible initial public offering by MHG, PEREIRA, some months later, had to undergo a strict background check by Piper Jaffray and Kroll, and again passed with "flying colors."

36. The MOU also permitted the companies to cancel the agreement and take back 75% of the equity granted to PEREIRA if he failed to meet certain milestones. Notably, as discussed below, when the MOU was expiring, in Spring 2014, MHG renewed the agreement and, in positive recognition of PEREIRA's performance, increased PEREIRA's monthly consultancy fee from $35,000 to $50,000.

37. To effectuate PEREIRA's receipt of the promised equity in the MOU, the parties

entered into a Subscription and Stock Purchase Agreement granting PEREIRA 20% of the companies' stock. A copy of the Subscription and Stock Purchase Agreement is attached hereto and made a part hereof as Exhibit "B." Critically, PEREIRA's shares were "non-dilutive," such that upon the companies' issuance of any additional stock, PEREIRA would be automatically entitled to receive additional shares of stock to keep his total ownership at 20%. At the time, the stock granted to PEREIRA was valued at $6,600,000, but both MHG and PEREIRA contemplated that PEREIRA's work would substantially grow the value of the stock to their mutual benefit.

38. The parties also entered a Deferred Compensation Agreement and related Promissory Note, by which PEREIRA would be entitled to compensation of $6,618,480 on June 15, 2018, and he would be required to repay a Promissory Note for $6,600,000 on March 1, 2018, with said compensation. The rationale for these agreements was to incentivize PEREIRA to stay for the full term of his contract. A copy of the Deferred Compensation Agreement is attached hereto and made a part hereof as Exhibit "C." A copy of the Promissory Note is attached hereto and made a part hereof as Exhibit "D."

THE BAINBRIDGE FIVE DEMAND
THIRTY PERCENT (30%) OF PEREIRA'S COMPENSATION

39. As explained above, the parties entered the MOU on August 2, 2013. To accommodate the companies' urgent need for an executive director, PEREIRA traveled from his Miami home to Bainbridge, Georgia, and spent significant time there and agreed to begin providing consultancy services before he had even purchased a home in Bainbridge.

40. From approximately August 1 to September 17, 2013, PEREIRA stayed at the guest cottage at Southwind Plantation, a hunting plantation owned by MHG board member, Smith, also known by the Bainbridge Five as "Mr. Big." Southwind Plantation is comprised of

extensive undeveloped property including vast and remote hunting grounds. Smith billed MHG for PEREIRA's lodging. During part of that period, PEREIRA's wife, Rachael, and his adult son, Charles, stayed there with him. While at Southwind Plantation, on September 3, 2013, continuing the process of relocating his family from Florida to Bainbridge, PEREIRA put down a deposit for the purchase of a house in Bainbridge.

41. On approximately September 9, 2013, while PEREIRA was still residing at Smith's plantation, Smith invited PEREIRA for an evening drive through the hunting plantation. Smith picked up PEREIRA and drove him around the grounds. Initially, the two made small talk and discussed business. But at one point, Smith stopped the car just outside the hunting grounds.

42. While sitting in the car, Smith turned to PEREIRA and explained that PEREIRA would be agreeing to pay the Bainbridge Five twenty five percent (25%) of his remuneration package, and another five percent (5%) to Sonny Redmond, who had introduced PEREIRA to the two companies. PEREIRA expressed his surprise since this had not been previously discussed and PEREIRA would be the one doing all of the work. Smith responded that MHG belonged to the Bainbridge Five and this was the way that business was conducted in Bainbridge.

43. PEREIRA initially resisted and complained this was highly unusual and not a normal way of doing business, he even offered to give Redmond five percent (5%) of his first month's salary in recognition of the introduction that Redmond had fostered. Smith made clear that the expectation was not negotiable and PEREIRA was expected to surrender thirty percent (30%) of every dollar paid to PEREIRA, and thirty percent (30%) of PEREIRA's stock.

44. When PEREIRA responded that the request was not a realistic request, Smith stated that if PEREIRA wanted to have an easy time here, he should agree. Smith further said that PEREIRA would not want to create any unnecessary problems, and that Bainbridge is a

small town where they could all live happily. Finally, Smith gestured to the hunting grounds and said, "See those woods over there, well in the South, we take people out there that don't understand our way and behave good." PEREIRA understood Smith, on behalf of the Bainbridge Five and MHG, to be threatening PEREIRA physically and financially if PEREIRA did not agree to his demand. Based on his choice of language, Smith clearly intended to convey such a threat. Incredibly, Smith later reiterated the same threat about taking people out to the woods who didn't behave to PEREIRA's wife and separately to his son.

45. In response to PEREIRA's questions about how to document the arrangement (which to PEREIRA seemed improper, as well as onerous), Smith indicated that the MHG professionals, Dowdy & Whittaker, LLC, John Dowdy CPA, Womble Carlyle Sandridge & Rice, LLP, Eric Glidewell Esq., Hoffman & Associates, LLC, Michael Hoffman Esq. and Joseph Nagel Esq., were familiar with this type of transaction and would document the deal on behalf of the company.

46. PEREIRA already had a binding MOU, had made a down payment on a home in Bainbridge, and had otherwise relocated his and his family's affairs to relocate to the small town. He was committed to the engagement and had no reasonable alternative. Believing that Counter-Defendants were threatening him physically and financially, PEREIRA acquiesced to the demand for thirty percent (30%) of his compensation and stock out of duress.

THE THIRTY PERCENT (30%) INTEREST IS DOCUMENTED

47. Smith brought PEREIRA to Hoffman and Associates, LLC ("Hoffman") to start documenting the deal. Initial discussions were had with Hoffman, who indicated he would be interfacing with Womble Carlyle Sandridge & Rice, LLP (Eric Glidewell Esq.) to document the transaction. Michael Hoffman was clear that his firm represented MHG, and Eric Glidewell

would serve as "corporate counsel." However, PEREIRA was informed that for this transaction, Eric Glidewell would be acting as MHG counsel and Hoffman would be acting as transactional counsel, simultaneously representing PEREIRA, the Bainbridge Five (through Smith) and MHG. PEREIRA also understood later that Hoffman also worked for Smith.

48. PEREIRA was told that the financial portion of the transaction would be handled by Dowdy & Whittaker, LLC and John Dowdy CPA, who also represented MHG, and who also did work for the Bainbridge Five.

49. Hoffman explained to PEREIRA that his payments would be directed to Hoffman's trust account, which would then, along with Dowdy & Whittaker, LLC, ensure PEREIRA received his seventy percent (70%). In the week following September 9, Joseph Nagel of Hoffman indicated he would be forming a new company, in which PEREIRA would have a 70% interest and Smith (on behalf of the Bainbridge Five) would have a 30% interest. On September 12, 2013, the name Alton Bio, LLC was agreed and the company was created on September 17, 2013. The Alton Bio, LLC operating agreement was thereafter drafted, but was made effective retroactively, to capture all previous payments made to PEREIRA.

50. Copies of the relevant "Alton Bio" documents are attached hereto and made a part hereof as Exhibit "E."

51. Having dispensed with the uncomfortable formalities, but having been assured by MHG's attorneys that all was legal and compliant, PEREIRA went to work.

PEREIRA OVERCOMES ADVERSITY AND BRINGS GREAT SUCCESS TO MHG

52. Once he started working in earnest, it became clear to PEREIRA that MHG was far worse off than had been represented to him by the Bainbridge Five.

53. It rapidly became clear to PEREIRA that the MHG BOD had no idea of the real

state of the company and in fact, provided PEREIRA with tremendous misinformation. This included the status of key customers, the status of internal controls in the company, accounting systems, logistics, ordering, the cost of plant build out, etc.

54. Due to the misinformation received PEREIRA, who was only supposed to be working two (2) weeks per month under the terms of this contract, was forced to work full time up to eighty (80) hours a week.

55. Amongst the issues discovered by PEREIRA, once he started working were/are:

a. The company books and records indicate that Dowdy and Whittaker had their clients invest into MHG (approximately $20,000,000) without any SEC filings. The firm had their clients sign "accredited investor" forms, knowing very well that many of the investors were not qualified.

b. The Dowdy and Whittaker deals were "insider" deals as John Dowdy was Chairman, CPA, accountant and CFO of MHG at the time, and was also a key fundraiser for MHG, using their portfolio of tax clients.

c. The New Market Tax Credits, which appear to be a very strict grant from the U.S. Government, were being abused, as monies designated for one company were being transferred to another company through falsified invoices.

d. The company books and records were wholly deficient, there being no board minutes for five (5) years; this led to improper "created" financial positions being used to obtain loans, investment and new business.

e. Various deals and transactions were completed in derogation of disclosure requirements related to issuing stock, granting stock to the BOD without a board vote or shareholder approval, transfer of the New Market Tax Credit money, improperly

documenting the use of $17,000,000 in loans guaranteed by the U.S.D.A., and a multitude of other deals amongst the directors.

f. There was never an approved budget because the company has never been able to prepare formal accounts, since no formal structure, departments or department heads were established until PEREIRA was able to complete the merger in June 2014; thereafter restructuring from within.

g. Misrepresenting to the U.S.D.A. and on the New Market Tax Credits, the company's performance and its asset contribution for matching funds.

h. Improper deals called "Renew Resin," which were done between Greg Calhoun, Smith and the First National Bank Decatur (FNBD) (which included members of the Bainbridge Five on its BOD). It entailed them signing a note and collecting cash payments and stock. No Board minutes or approval was ever found for these transactions.

i. The company and its representatives made false representations to Fortune 500 companies about the capacity of the company production and its ability to price the product competitively.

j. The company had falsified information to Solo/Dart in an attempt to get a full $7,000,000 investment from Solo/Dart.

k. There was a big "grand opening" where the company, with the knowledge of the Directors, falsified the company production and actually had boxes with the company name on it lined up as if there was product to be delivered, and had a conveyor belt showing fake product going to nowhere behind a curtain.

l. The BOD coerced and forced Daniel Carraway and Blake Lindsey to give up more

than ninety percent (90%) of their stock, claiming, otherwise the company would go bankrupt. This behavior continued during PEREIRA's term at the company where Directors, lead by John Dowdy, Greg Calhoun and Smith, wanted to find a way to take the balance of shares held by Daniel Carraway and Blake Lindsey.

m. The company had falsified test results on the degradation of the product.

n. Nepotism was used in lieu of hiring qualified personnel on many occasions, and there was resistance to hiring any "outsiders" to perform duties.

o. Greg Calhoun benefited from dealings with the company by selling canola to the company without proper disclosure.

p. The Bainbridge Five benefitted by selling the company Ford vehicles for employees, providing pest control services, selling hotel rooms to visitors at a higher price than the local hotel and selling food without proper disclosure.

q. Dowdy and Whittaker benefitted by selling accounting, payroll services and auditing services to the company, without proper disclosure.

r. The First National Bank of Decatur created an investment instrument by having each individual investor provide a personal loan and then bundling the loans together into a $10,000,000 debt without proper disclosure.

s. The company used improper Private Placement Memorandums without proper filing and disclosure, which also improperly reduced the company share value.

t. Select groups of investors were given additional stock "free" to reduce their average investment. This is done with no regard for the original investors and their rights.

u. The BOD paid themselves commission in company stock for any money raised.

PEREIRA BRINGS SUCCESS AND VALUE TO MHG;

THE BOARD PRAISES PEREIRA AND GIVES HIM A RAISE

56. Despite all of the above noted issues, PEREIRA devoted his best efforts to bring success and value to MHG.

57. PEREIRA went to work and although his contract required him to work only two (2) weeks per month, he never once did that. In fact, on Christmas day he was in the plant, and PEREIRA did not take any vacation for two (2) years, while working an average of eighty (80) hours per week. His tenure was constantly plagued with interference from the BOD and having to comply with wishes of the Directors about who to hire, and not being allowed to fire anybody related to the Directors.

58. Despite the restrictions, PEREIRA pursued and successfully merged all the entities and removed $110,000,000 of shareholder liability (created initially by John Dowdy and others, establishing eight (8) classes of stock with promised returns ranging from three times (3x) to thirty six times (36x)); he got rid of the eight (8) classes of preferred stock. The merger involved the complex consolidation and reissuance of multiple classes of stock. PEREIRA was instrumental in accomplishing this task to help effectuate the merger.

59. PEREIRA rebranded the company as MHG, while giving it global presence.

60. Clearly delighted with the results that PEREIRA had produced thus far, on April 25, 2014, MHG entered a renewed and amended three-year agreement with Alton for PEREIRA's services (the "Consulting Agreement") in which MHG agreed to **increase** PEREIRA's compensation. A copy of the Consulting Agreement attached hereto and made a part hereof as Exhibit "F."

61. Under the Consulting Agreement, PEREIRA agreed to provide his services for

two weeks per month, working toward the company's turnaround plan. In exchange, Alton was entitled to receive $50,000 per month for consulting services for the three-year term (up from $35,000). In addition, as before, MHG again agreed to pay Alton royalties of up to 4% through April 2019, regardless of whether the licensee was introduced by Alton, and 5% of all capital infusions to the company through January 2017, regardless of whether the investors were introduced by Alton.

62. PEREIRA continued to boost MHG's performance and on February 24, 2015, a special board meeting was held in which board member John Dowdy moved the board to hold a vote of confidence in favor of PEREIRA. The vote passed unanimously (with PEREIRA abstaining) and the board began discussing extending PEREIRA's contract yet again.

63. As objective confirmation of PEREIRA's success, in around June 2015, an outside company, Intrexon, made a bid to purchase the once-near-bankrupt MHG for $118,800,000. (Note, that PEREIRA's 20% interest in the company had been valued at $6,600,000 in 2013, equating to a $33,000,000 valuation of the company. Thus, under PEREIRA's leadership, the company value had increased by nearly 400% in approximately two (2) years.)

64. MHG grew from a state of virtual insolvency in July 2013, to an initial offer by Intrexon in July 2015 for a $148,000,000 enterprise buyout, including capital injection within a two (2) year period.

65. During this period the company grew from an $11,000,000 loss in 2012 to a $5,000,000 loss through Q3 of with a projected path to $40,000,000 in revenues in 2016 and net income of $3,000,000.

66. PEREIRA made numerous other contributions to MHG, including without

limitation:

a. Spoke to shareholders to avert a shareholder class action lawsuit headed by Wayne Bodie. Wayne Bodie ultimately invested $1,000,000 based on PEREIRA's employment with company.

b. Spoke to USDA and First National Bank Decatur and Chuck Stafford of United National Bank to build confidence in a new strategic plan moving forward in order to avert loan default actions.

c. Addressed several bad contracts and potential lawsuits such as CRI and Green Energy Fund. Settled CRI.

d. Re-focused the company objective from building out a 120-million-pound facility with no commercial contracts to pursuing the completion of key customer product developments.

e. Established a new policy of all clients paying for any research for new product research.

f. Designed and implemented the new Research and Development client incubation model for generating sales and gaining customer commitments to product development.

g. Signed on new clients: Genpak $1,200,000, Polymer Group, $1,500,000, SCJ $150,000, Halliburton and RJ Reynolds. Several more companies were in the pipeline including LEGO and Ferrero.

h. Redefined the company product value proposition with Ramon Llorens.

i. Engaged McCall engineering to prepare proper design and pricing for the facility build out.

j. Identified that the original cost projections for facility build out were very wrong and not supported by McCall engineering report. Original projections by Michael Smith (a company officer) were $12,000,000 for entire facility; after engineering report would cost close to $75,000,000.

k. Shut down non-profitable European operations.

l. Renamed company and redesigned logo and corporate branding and message, positioning MHG as leading biopolymer company worldwide.

m. Rebuilt/modified company strategy more than eight (8) times, as more information became available over the two (2) years, materially affecting the company strategy.

n. Carefully managed the devious and potentially destructive exit by the former Board, of the founder and CEO, Daniel Carraway.

o. Brought on Dr. Noda (the inventor of PHA) formally as Chief Audit Officer.

p. Reduced the sample cycle time to customers and improved sample control and implemented proper documentation through the assistance of Dr. Noda.

q. Created new departments, accountability and new reporting structure.

r. Established KPI's in each department.

s. Established budgets for each department.

t. Designed a strategy to leverage the overbuild of $40,000,000 in infrastructure and equipment in order to create revenues.

u. Built out new labs for more efficient research and development at the MHG facility.

v. Implemented purchase order system and proper interim accounting system.

w. Saved Henkel contract cancellation.

x. Promoted establishing a proper logistics and inventory system with LIFO or FIFO

depending on product life.

y. Moved company to start pursuing contractual agreements rather than monthly purchase orders in order to establish base line cash flows.

z. Rebuilt relationships with Solo/Dart so that MHG could move projects to completion of thermoform lid for Starbucks and cutlery.

aa. Pursued marine biodegradability status, and promoted it worldwide in order to differentiate MHG from the rest of the bioplastic companies.

bb. Brought in several major investment banking firms interested in IPO, namely, 1. Jefferies – Robert Bayer, Managing Director, 2. Piper Jaffray – Tom Halverson, Managing Director, 3. Stifel – Robert Kaplan, Managing Director, 4. Lindsay Goldberg – Russel Treidman, Senior Partner, 5. Stephens Bank- Tom Mauchaud, Managing Director, 6. Roth Capital – Ted Roth, President, 7. Robinson Humphrey – David Ruff, Managing Director.

cc. Partnered with Tate and Lyle to ramp production to produce in excess of 20,000 pounds of PHA in 2014 and get confirmation of proof of scalability.

dd. Implemented quality control and sample shipment control and accountability with Dr. Noda.

ee. Implemented documentation of 1. Trade secrets, 2. Fermentation process, and 3. Protocol and procedures in labs with Dr. Noda.

ff. Moved the company from minimal production of PHA such as 1 pound to 5,000 pounds and the largest PHA production worldwide.

gg. Invited to speak at the United Nations Unctad roundtable for sustainability in Geneva.

hh. Expanded relations with UGA and solidified the commitment between UGA and

MHG, with a grant to UGA Dr. Jenna Jambeck and our reciprocal provision of lab expansion to facilitate analytical research.

ii. Repositioned MHG with new website, new marketing material, new branding and new value proposition.

jj. Restructured all departmental reporting, previously non-existent: Weekly sales report, smart sheet updates on any project daily, weekly operations report, pilot plant production reports, sample production, turnover and progress reports.

kk. Leveraged the overbuilt infrastructure to utilize idle capital equipment, such as extruders, to produce "tolling" revenues with Tate and Lyle.

ll. Established a "tolling" department to focus on the sales and marketing of the revenue vertical;

mm. Designed seven revenue streams to change the traditional biotech model dependent on the one "diamond", namely PHA, Increase Extrusion Coating Sales, Increase Aqueous Coating Sales, Henkel Hot melt adhesive sales, PHA sample sales, Research and Development contract sales and Tolling.

CERTAIN INSIDE BOARD MEMBERS TURN AGAINST PEREIRA

67. Around August of 2015, a sudden and rapid sea change occurred in the BOD's attitude toward PEREIRA. This change can likely be explained by three related events.

68. First, in approximately July 2015, at Smith's urging, Stuart Pratt ("Pratt") joined the BOD as a new director with no previous connection to MHG. Almost instantly, Pratt began talking about becoming chairman of the board—a position held by PEREIRA. It now appears that Pratt was, at minimum, extremely loyal to the Bainbridge Five, and worse, potentially looking for opportunities to oust PEREIRA in favor of his own control of the company. Indeed,

Pratt hand-selected the CEO who has now replaced PEREIRA.

69. Second, on August 21, 2015, PEREIRA attended a regular meeting with the company's "chiefs." The chief financial officer, Jad Dowdy's (the son of board member John Dowdy, who had previously moved the board for the vote of confidence on PEREIRA) performance had frequently fallen below PEREIRA's expectations and this was a difficult relationship given Dowdy's father's role on the BOD. Differences between Jad Dowdy and PEREIRA came to a head at the chiefs meeting and Jad Dowdy hot-headedly threatened PEREIRA, "either you resign or I will."

70. As a result of his outburst and other performance problems, two (2) days later, based on the guidance and recommendation of Eric Glidewell, Esq., on August 23, 2015 PEREIRA placed Jad Dowdy on administrative leave by way of an email drafted by MHG's counsel, Eric Glidewell. This led to a showdown between PEREIRA and Jad Dowdy's father, John Dowdy, and Pratt. To make clear that PEREIRA knew who was in charge, on August 26, 2015, Pratt circulated an email suggesting a change could be made in PEREIRA's title from CEO to CFO.

71. This is particularly remarkable since only (6) six days earlier, Pratt had sent PEREIRA an email contemplating what shape PEREIRA's renewed contract would take, and assuring PEREIRA that the contract would "give you the confidence that you can go run the company, protect your investment and the shareholders' investment, and allow the board to act in their fiduciary capacity without frustrating you while we get this project done."

72. Third, on August 31, 2015, PEREIRA indicated to the Bainbridge Five that he was no longer going to honor the thirty percent (30%) extortion deal and was going to bring it before the Board. A mere four days later, on September 4, 2015, the Board place PEREIRA on

administrative leave, ostensibly due to concerns about inaccuracies on his CV and several related trumped-up complaints.

73. Note, the Board did not identify the agreement with Smith as a ground for the decision, nor did they claim they were unaware of same, and took no action against Smith. This is another example of the protection of "insiders" by the Bainbridge Five and MHG.

74. The decision to place PEREIRA on administrative leave, and ultimately to terminate him, was clear retribution for PEREIRA's refusal to "play along" with the inside directors' attempt to keep their friends and family in place in the company and to profit at the expense of the company's bottom line.

75. Outside board member Steve Economos strongly disagreed with the decision to place PEREIRA on leave, stating in an email to Pratt: "**Say what you want about Paul but he is the one who turned the company around with the same team that could not get the job done for 10 years. If Paul goes then we are left with the same group that could not get the job done.**"

76. After the fact, on September 15, 2016, the board retained attorney John Monroe, purportedly to conduct an investigation of allegations against PEREIRA. Less than a month later, on October 13, 2015, Monroe issued a 9-page "investigative" report that supposedly documents PEREIRA's misconduct. Monroe issued an amended report a week later.

77. Three (3) days after Monroe issued the initial report, on October 16, 2015, MHG attempted to threaten PEREIRA into settling for pennies. Pratt threatened PEREIRA that he needed to settle because MGH could release the Report, irreparably harming PEREIRA's reputation. Pratt stated (in a recorded phone call), "no matter what comes out of this thing, you don't need the rumors because of a report, whether false or true."

78. On November 3, 2016, the board voted to terminate PEREIRA, with Steve Economos abstaining. Even though PEREIRA's counsel had promised a full response to the allegations contained in the Report, the board refused to wait for a complete response before terminating PEREIRA, demonstrating its lack of any real interest in the merits of the termination decision.

79. MHG threatened to circulate the Report, potentially outside the company, thus damaging PEREIRA's reputation and career, even while acknowledging that MHG did not care "whether [the Report was] false or true."

SUBSEQUENT TO PEREIRA'S TERMINATION

80. Subsequent to his termination, the Board indicated it would not honor PEREIRA's stock, would not pay him any monies he was owed, and thereafter, the underlying lawsuit was filed.

81. Further, despite PEREIRA being in actual possession of his stock, MHG has inconceivably called shareholder meetings, board meetings and carried on as if it were "business as usual;" this despite the fact that failing to disclose PEREIRA's stock ownership and this claim, is tantamount to fraud.

82. Counter-Plaintiffs have been forced to hire undersigned counsel and have agreed to pay a reasonable fee for the legal services rendered.

COUNT I – BREACH OF CONTRACT

83. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 82 as if fully set forth herein.

84. Each of Exhibits "A through D and F," is a written contract between Counter-Plaintiffs and the Counter-Defendants.

85. Counter-Defendants breached the contract by:

a. Failing to make all payments due under the contracts;

b. Failing to properly issue the stock due under the contracts;

c. Failing to take all other actions provided for under the contracts;

d. Improperly attempting to terminate the contracts; and,

e. Improperly attempting to rescind the contracts.

86. Counter-Defendants have been damaged by the actions of Counter-Defendants in an amount in excess of $75,000.00.

WHEREFORE, Counter-Defendants demand judgment against Counter-Defendants for damages in excess of $15,000.00, together with attorney fees where provided for in the contracts, costs and interest, and such other, further, and different relief, as the Court may deem just, proper and equitable under the circumstances.

COUNT II – SECURITIES FRAUD – ALL COUNTER-DEFENDANTS
BREACH OF FLA. STAT., CHAPTER 517
BREACH OF GA. STAT., §10-5-1, *et seq.*

87. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 86 as if fully set forth herein.

88. This is an action by Counter-Plaintiffs against all Counter-Defendants under the Florida Securities and Investor Protection Act, §517.011, *et seq*. or alternatively under the Georgia Uniform Securities Act of 2008, §10-5-1, *et seq*.

89. Counter-Defendants, collectively did sell or offer to sell securities to Counter-Plaintiffs. The securities were the shares ultimately embodied in the stock of MHG.

90. Certain representations as to nature of the shares, the timing of issuance of the shares, and the status of the predecessor companies to MHG, were made to Counter-Plaintiffs in

conjunction with the offer to sell or the sale of securities.

91. Ultimately, Counter-Plaintiffs did not receive what they were offered, Counter-Plaintiffs have lost monies and now MHG stock has experienced a massive devaluation.

92. With specificity, all Counter-Defendants made representations (or verified the representations of the other Counter-Defendants) to Counter-Plaintiffs, (or omitted material facts from their representations), which include, but are not limited to, those set forth in the paragraphs above.

93. Counter-Plaintiffs relied upon the representations of Counter-Defendants and entered into the subject contracts and employment relationship and relocated to Georgia.

94. The actions of Counter-Defendants are in violation of Florida Statutes, §517.301 and/or Georgia Statutes, §10-5-50.

95. Counter-Plaintiffs are entitled to damages and relief as provided for in Florida Statutes §517.211 and §517.312, for any and all damages directly or indirectly related to Counter-Defendants' violation of Florida Statutes, §517.301 and/ or as provided for in Georgia Statutes §10-5-58, for any and all damages directly or indirectly related to Counter-Defendants' violation of Georgia Statutes, §10-5-50.

96. Counter-Plaintiffs are entitled to reasonable attorneys' fees for which Counter-Defendants are liable pursuant to Florida Statutes, §517.211(6) and/or Georgia Statutes §10-5-58.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendants, jointly and severally, for damages in excess of $75,000.00, in accordance with Florida Statutes §517.211 and §517.312, and/or Georgia Statutes §10-5-58, together with costs, interest, attorney's fees and such other, further, and different relief as the Court may deem just, proper

and equitable under the circumstances.

COUNT III – FRAUDULENT MISREPRESENTATION – ALL COUNTER-DEFENDANTS

97. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 96 as if fully set forth herein.

98. Counter-Plaintiffs sue Counter-Defendants for damages in excess of $75,000.00, exclusive of costs and interest, for fraudulent misrepresentation.

99. Counter-Defendants intentionally made false statements to Counter-Plaintiffs as set forth above, or intentionally omitted relevant facts from their statements regarding the deal between the parties, the securities sales and the status of the companies.

100. Counter-Defendants made representations to Counter-Plaintiffs (or omitted material facts from their representations), which include, but are not limited to those set forth in the paragraphs above.

101. Counter-Defendants knew or should have known that their statements were false when they made them or knowingly omitted to tell the truth when they should have done so.

102. Counter-Defendants made the statements or omissions intending that Counter-Plaintiffs would rely on the false statements or omissions.

103. Counter-Plaintiffs did rely upon the statements or omissions Counter-Defendants and have been damaged thereby.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendants, jointly and severally, for damages in excess of $75,000.00, together with costs and interest, and such other, further, and different relief, as the Court may deem just, proper and equitable under the circumstances. Further, Counter-Plaintiffs reserve the right to amend to assert punitive damages upon a proper showing to the Court.

COUNT IV – NEGLIGENT MISREPRESENTATION – ALL COUNTER-DEFENDANTS

104. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 103 as if fully set forth herein.

105. Counter-Plaintiffs sue Counter-Defendants for damages in excess of $75,000.00, exclusive of costs and interest, for negligent misrepresentation.

106. Counter-Defendants, made statements to Counter-Plaintiffs as set forth above, or intentionally omitted relevant facts from their statements regarding the deal between the parties, the securities sales and the status of the companies, which statements Counter-Defendants may have believed were true at the time, but which statements were in fact false.

107. Counter-Defendants made representations to Counter-Plaintiffs (or omitted material facts from their representations), which include, but are not limited to those set forth in the paragraphs above.

108. Counter-Defendants were negligent in making their statements because they should have known they were false when they made them.

109. Counter-Defendants made the statements or omissions intending that Counter-Plaintiffs would rely on the false statements or omissions.

110. Counter-Plaintiffs did rely upon the statements or omissions of Counter-Defendants and have been damaged thereby.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendants, jointly and severally, for damages in excess of $75,000.00, together with costs and interest, and such other, further, and different relief, as the Court may deem just, proper and equitable under the circumstances.

COUNT V – CONVERSION – ALL COUNTER-DEFENDANTS

111. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 110 as if fully set forth herein.

112. Counter-Plaintiffs sue Counter-Defendants for damages in excess of $75,000.00, exclusive of costs and interest, for conversion.

113. In accordance with the facts as set forth above, Counter-Defendants converted the stock belonging to Counter-Plaintiffs to their own use. It is unclear to Counter-Plaintiffs, which Counter-Defendant actually wound up with the stock.

114. Counter-Plaintiffs were accordingly damaged.

WHEREFORE, Counter-Plaintiffs demands judgment against Counter-Defendants, jointly and severally, for damages in excess of $75,000.00, together with costs and interest, and such other, further, and different relief, as the Court may deem just, proper and equitable under the circumstances.

COUNT VI – UNJUST ENRICHMENT– ALL DEFENDANTS

115. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 114 as if fully set forth herein.

116. Counter-Plaintiffs conferred a benefit on Counter-Defendants in the form of the services of Counter-Plaintiffs, increased value of MHG and other actions as set forth above.

117. Counter-Defendants accepted and retained the benefits conferred by Counter-Plaintiffs.

118. The circumstances are such that it would be inequitable for Counter-Defendants to retain benefit without paying fair value for it.

WHEREFORE, Counter-Plaintiffs demands judgment against Counter-Defendants, jointly and severally, for damages in excess of $75,000.00, together with costs and interest, and such other, further, and different relief, as the Court may deem just, proper and equitable under the circumstances.

COUNT VII - CONTRACT IMPLIED IN FACT – ALL DEFENDANTS

119. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 118 as if fully set forth herein.

120. Counter-Plaintiffs performed for Counter-Defendants the services of Counter-Plaintiffs, bringing increased value of MHG and other actions as set forth above.

121. Counter-Plaintiffs performed the services at the request of Counter-Defendants, with Counter-Defendants' knowledge.

122. Under circumstances Counter-Defendants understood and intended that compensation was to be paid.

WHEREFORE, Counter-Plaintiffs demands judgment against Counter-Defendants, jointly and severally, for damages in excess of $75,000.00, together with costs and interest, and such other, further, and different relief, as the Court may deem just, proper and equitable under the circumstances.

COUNT VIII – DECLARATORY RELIEF - ALL DEFENDANTS

123. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 122 as if fully set forth herein.

124. This is an action for declaratory relief by Counter-Plaintiffs.

125. This is a statutory action pursuant to 28 U.S.C.A. § 2201:

§ 2201. Creation of remedy

> (a) In a case of actual controversy within its jurisdiction, except with respect to Federal taxes other than actions brought under section 7428 of the Internal Revenue Code of 1986, a proceeding under section 505 or 1146 of title 11, or in any civil action involving an antidumping or countervailing duty proceeding regarding a class or kind of merchandise of a free trade area country (as defined in section 516A(f)(10) of the Tariff Act of 1930), as determined by the administering authority, any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.
>
> (b) For limitations on actions brought with respect to drug patents see section 505 or 512 of the Federal Food, Drug, and Cosmetic Act, or section 351 of the Public Health Service Act.

126. In a declaratory judgment action, the Court can fashion any reasonable remedy pursuant to 28 U.S.C.A. § 2202:

> § 2201. Creation of remedy
>
> Further necessary or proper relief based on a declaratory judgment or decree may be granted, after reasonable notice and hearing, against any adverse party whose rights have been determined by such judgment.

127. Counter-Plaintiffs believe that they are entitled to all of the remuneration and stock as provided for in the various agreements, attached hereto and made a part hereof as Exhibits "A through D and F."

128. Counter-Plaintiffs have diligently performed any obligations they may have had under the various agreements.

129. Counter-Defendants have proceeded as if the subject agreements never existed.

130. Counter-Plaintiffs are in doubt of their rights under the subject agreements.

131. Counter-Plaintiffs are entitled to a declaration of their rights under the subject agreements.

132. Counter-Plaintiffs are additionally entitled to a declaration of their rights under Exhibit E, that any stock or compensation thereunder, which would up in the possession, custody or control of Counter-Defendants, must be returned to Counter-Plaintiffs.

WHEREFORE, Counter-Plaintiffs demands judgment against Counter-Defendants, jointly and severally, for a declaration:

A. That Exhibits "A through D and F" are valid and in full force and effect;

B. That Counter-Plaintiffs have fully performed all of their obligations under Exhibits "A through D and F;"

C. That Counter-Defendants have breached their obligations under Exhibits "A through D and F;"

D. That Counter-Plaintiffs are entitled to all compensation due to Counter-Plaintiffs pursuant to Exhibits "A through D and F;"

E. That Counter-Defendants shall pay all compensation due to Counter-Plaintiffs pursuant to Exhibits "A through D and F;"

F. That Counter-Plaintiffs are entitled to all stock in the undiluted amount of twenty percent (20%) of MHG, due to Counter-Plaintiffs pursuant to Exhibits "A through D and F;"

G. That Counter-Defendants shall issue all stock in the undiluted amount of twenty percent (20%) of MHG, due to Counter-Plaintiffs pursuant to Exhibits "A through D and F;"

H. That any and all compensation or stock in the possession Counter-Defendants, related to Exhibit E, shall be delivered to Counter-Plaintiffs;

I. That Counter-Defendants are liable for costs, interest and attorneys' fees; and,

J. For such other, further, and different relief as the Court may deem just, proper and equitable under the circumstances.

COUNT IX – RELIEF UNDER THE ALL WRITS ACT - ALL DEFENDANTS

133. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 132 as if fully set forth herein.

134. For any Count, and not as independent relief, the Court can issue a writ accordingly, 28 U.S.C.A. § 1651:

> § 1651. Writs
>
> (a) The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.
>
> (b) An alternative writ or rule nisi may be issued by a justice or judge of a court, which has jurisdiction.

135. Counter-Plaintiffs seek an appropriate writ, causing Counter-Defendants to comply with any relief as ordered by this Court.

WHEREFORE, Counter-Plaintiffs demands the issuance of such writs as may be appropriate, and such other, further, and different relief, as the Court may deem just, proper and equitable under the circumstances.

COUNT X - CLAIM FOR CIVIL CONSPIRACY - ALL DEFENDANTS

136. Counter-Plaintiffs repeat, reiterate and reallege the allegations set forth in paragraphs 1 through 135 as if fully set forth herein.

137. Counter-Plaintiffs sue all Counter-Defendants for Civil Conspiracy.

138. Based upon the facts set forth herein, Counter-Plaintiffs allege there was an agreement between the Counter-Defendants to essentially obtain the services and stock from Counter-Plaintiffs and thereafter enter into agreements with each other to the detriment and

exclusion of Counter-Plaintiffs.

139. As set forth above, there occurred at least one (1), if not several overt acts in pursuance of the conspiracy by the Counter-Defendants.

140. Counter-Plaintiffs have been damaged as a result of the acts done under the conspiracy

WHEREFORE, Counter-Plaintiffs demand judgment against all Counter-Defendants finding a civil conspiracy, causing all Counter-Defendants to be jointly and severally liable for all damages under this Counterclaim, and for such other, further, and different relief, as the Court may deem just, proper and equitable under the circumstances.

DEMAND FOR TRIAL BY JURY

141. Counter-Plaintiffs demand trial by jury on all issues so triable.

Respectfully submitted, this 12th day of October, 2016.

By: __/s/__Frank Smith_____
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Frank.smith@fmslawyer.com

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served electronically via the Court's ECF system to:

Patricia G. Griffith
Leanne C. Mehrman
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271 17th Street, N.W., Suite 1900
Atlanta, Georgia 30363

Dana M. Susman
Jonathan M. Sabin
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This 12th day of October, 2016.

By: /s/ Frank Smith
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ATTORNEYS FOR DEFENDANTS

EXHIBIT A

ALTON GROUP – DANIMER/Meredian MOU

This Memorandum of Understanding (MOU) outlines

the intent of an agreement among THE ALTON GROUP, LLC, a Florida limited liability company ("Alton"), DANIMER SCIENTIFIC, L.L.C., a Georgia Limited Liability Company ("DaniMer"), and MEREDIAN, INC., a Georgia Corporation ("Meredian") (DaniMer and Meredian collectively, the "Companies"), and is entered into and effective as of August 2, 2013 (the "Effective Date").

The Companies are affiliated, are having financial difficulty, and face the prospect of insolvency. To address these challenges, the Companies' boards have initiated a round of equity financing prior to the effective date of this MOU (the "Board Financing Round") and intend to implement a turnaround plan.

Paul Pereira ("Pereira") will be appointed as Executive Director of both Companies with direct reporting responsibility to the Board of Directors of both Companies to implement a turnaround plan that involves: (i) restructuring and reorganizing the Companies (ii) pursuing additional licensing opportunities for Companies' technology, and (iii) raising of additional capital to complete the construction of a Meredian production facility with a production capacity of at least 30 million pounds of PHA resin annually (the "Meredian Facility") as well as the completion of items (i) and (ii) above. Pereira is the principal Member of Alton. Alton will act as a consultant with regard to each element in the turnaround plan and will contribute a minimum of two weeks per month of Paul Pereira's time to accomplish the turnaround plan.

Alton will receive restricted shares in both DaniMer and Meredian equal to 20 percent of the total shares of each entity outstanding after the completion of the Board Financing Round (the "Equity Grant"). If DaniMer and Meredian restructure, reorganize, merge or otherwise combine into one entity, as is contemplated by the Companies and Alton, the Equity Grant shall be exchanged for an equity interest in the successor entity using an exchange ratio that will maintain Alton's equity ownership in the business at the same level as it was immediately before such restructuring, reorganization or merger. Any references to the Equity Grant hereunder shall also refer to any equity interest issued to Alton in the successor entity in exchange for the Equity Grant as the result of such restructuring, reorganization or merger.

The Companies may need to obtain third party consents to undertake the Equity Grant as contemplated, and the Companies will use their best efforts to obtain any needed third party consents.

It is the intent of Alton and the Companies to secure all capital needed to complete the turnaround plan including completion of the Meredian Facility by issuing shares in both DaniMer and Meredian equal to not more than 40 percent of the total shares of each entity outstanding immediately after the completion of the Board Financing Round (the "Turnaround Equity Limit"), including the Equity Grant. Any and all capital needed to accomplish the turnaround plan, is expected to require the issuance of no more than 20 percent of shares outstanding in each of DaniMer and Meredian after the completion of the Board Financing

Round to third party investors beyond the Equity Grant. It is understood by Alton and the Companies that Alton may be required to give up a portion of its Equity Grant to satisfy a transaction with an external investor so as to not exceed the Turnaround Equity Limit. Alton will return to the Companies any portion of the Equity Grant that is required to ensure the Turnaround Equity Limit is not exceeded.

Alton agrees to a 12 month objective for raising sufficient capital to implement the turnaround plan. If sufficient capital for the turnaround plan has not been raised within 12 months of the date of this Agreement, for reasons other than (i) the Companies' delay for causes outside the reasonable control of Alton or Pereira or (ii) external regulatory or non regulatory delays outside the reasonable control of Alton or Pereira, then 75% of the Equity Grant shall be cancelled and returned to each of the Companies or to the successor . In the event of this occurrence, the remaining equity ownership of Alton in the Companies or the successor to the Companies would not exceed 5 percent of the total equity of the Companies or the successor.

During the Term of this Agreement, the Companies shall pay Alton Group, Inc., a Belize International Business Company, an aggregate fee of $35,000 per month for turnaround consultancy services.

Companies will pay Alton five percent (5%), of any capital infusions, whether debt or equity, received by the Companies during the period of Alton's engagement by the Companies. This commission shall apply to all capital infusions regardless of whether the investors making such infusions were introduced to Companies through Alton. Alton will not be paid commission on capital infusions for which actions were underway prior to engagement of Alton including capital that has been committed to in the Board Financing Round as of the date of this MOU. The Companies will pay Alton 2.5 percent of any funds raised via a New Market Tax Credit Transaction during the period of Alton's engagement by the Companies.

The Companies will pay Alton four percent (4%) of net royalties received from any licensing agreements executed with any third party during the three year period commencing on the effective date of this MOU for a period of the first five years from the date of the licensing agreement, three percent (3%) for the same licensing agreements for the subsequent five year period and two percent (2%) for the same license agreements for the remainder of the license agreement. The above fees shall be charged on net royalties received from any and all licensing agreements entered into by the Companies or their successor(s) during the Term of this Agreement regardless of whether the licensee was introduced to Companies by Alton. No such fees shall be paid to Alton on licensing agreements entered into by the Companies or their successor(s) after the termination of the three year period commencing on the effective date of this MOU.

The initial term of this Agreement shall be twelve months beginning on the effective date. The Companies, or any successor entity, and Alton may renew this Agreement for successive periods by mutual agreement. Successive periods can be any length of time mutually agreed. Together, the initial term and successive terms, if any, are, for purposes of this MOU, referred to as the "Term".

The Companies have the right to terminate this Agreement upon 90 days written notice and cancel 75 percent of the Equity Grant if any of the following objectives are not met within the stipulated timeframe for reason other than (i) companies' delay for causes outside the reasonable control of Alton or Pereira or (ii) external regulatory or non regulatory delays outside the reasonable control of Alton or Pereira.

1. Within the first 180 days of the Effective Date, Companies must be paid or have signed commitments for additional equity or debt infusions of at least Five Million US Dollars ($5,000,000.00), the terms of which must be approved by the Companies' Board, in addition to funds raised in the Board Financing Round and ½ of New Market Tax Credit Transaction net proceeds.

2. Within the first 180 days of the Effective Date, DaniMer and Meredian must have been reorganized, restructured, merged or otherwise combined in a manner approved by the Companies Board so as to result in a single surviving entity; or a holding company owning a 100% equity interest in the Companies.

3. Within the first 12 months of the Effective Date, the Companies or any successor entity must have raised sufficient capital to fund completion of the Meredian Facility.

The Companies will reimburse Alton for reasonable expenses with an agreed upon maximum incurred for local accommodation and transport expenses for Paul Pereira and for two return air travel tickets from Company's headquarters (or nearest airport) to Miami, Florida per month. In all cases, such expenses will be reimbursed only upon presentation of appropriate documentation to substantiate such expenses pursuant to the Companies' guidelines governing reimbursement of expenses. The Companies' Financial committees may also approve other expenses requested, so long as the request is received in advance of the expenditure.

Alton and Paul Pereira agree to execute and be bound by the terms and conditions of a non-compete agreement that also provides for non-disclosure of trade secrets and other confidential information, and non-circumvention of any business of the Companies.

Alton is not a broker-dealer and does not hold itself out as such. To the extent Alton is paid for capital infusions of the Company, it is for consultations regarding implementation of the various elements of the Companies' turnaround plan. To the extent Alton may deal with third party investors, it will be solely to introduce the potential investor to Companies. Alton shall not negotiate on behalf of Companies or any successor entity, offer any specifics regarding investments in Companies or any successor entity or offer any investment advice to third party investors.

This MOU is a statement of the present intentions of the parties and shall be superceded by a contract to be signed within 30 days of the effective date of this MOU but after completion of ongoing background checks. The terms of any contract signed by the parties shall be in full compliance with all applicable state and federal laws and regulations. This MOU shall expire at 5:00 PM US Eastern time on September 15, 2013, if not executed by the parties by such date.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first above written.

DANIMER SCIENTIFIC, L.L.C.

By: _____
Name: Daniel Callaway
Title: CEO

MEREDIAN BIOPLASTICS, INC.

By: _____
Name: Daniel Callaway
Title: CEO

THE ALTON GROUP, LLC

By: _____
Name: Paul Pereira
Title: Principle

EXHIBIT B

Subscription and Stock Purchase Agreement

This STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into on March 1, 2014, by and between MEREDIAN, INC. ("Meredian"), and DANIMER SCIENTIFIC, L.L.C. ("DaniMer"), (together, Meredian and DaniMer may be referred to herein as the "Sellers") and ALTON BIO, LLC ("Purchaser") (Sellers and Purchaser may be referred to herein as the "parties" to this Agreement).

Recitals

WHEREAS, on or about February 19, 2014, Meredian's shareholders and DaniMer's members approved a reorganization and merger transaction (the "Merger") whereby a successor entity will be formed with all of the assets and liabilities of both Meredian and DaniMer pending approval from Sellers' lenders;

WHEREAS, Sellers desires to sell, and Purchaser desires to subscribe to 20% of the issued and outstanding shares of Meredian and DaniMer or, in the event the planned Merger is consummated, the Sellers' successor entity(ies) in the Merger;

THEREFORE, in consideration of those Recitals, the mutual promises, covenants and conditions set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article I Purchase and Sale of Stock

1. Sale of Purchased Shares

Subject to the terms and conditions set forth in this Agreement, Sellers agree to issue, assign, transfer, sell, convey and deliver to Purchaser and Purchaser hereby subscribes for and accepts a 20% equity interest in Meredian and a 20% equity interest in DaniMer or any successor entity(ies), including the successor entity of the anticipated Merger (the "Purchased Equity Interests") as of March 1, 2014 ("the Purchase Effective Date") subject to the non-dilution provisions of Section 3, below.

In consideration of the shares, Purchaser shall pay to Sellers, or any successor entity, Six Million, Six Hundred Thousand and 00/100 Dollars ($6,600,000.00) (the "Purchase Price"), which the parties agree is the fair market value of the Purchased Equity Interests as of the Purchase Effective Date.

2. Title to Stock

Except as otherwise expressly provided herein, the Equity Interest shall be transferred to Purchaser by issuance of shares of Meredian and units of DaniMer or shares or units of any successor entity, including the successor entity of the anticipated Merger, within six (6) months of the Purchase Effective Date, free and clear of all liens, liabilities, claims, security interests, mortgages, pledges, agreements, obligations, restrictions, or other encumbrances of any nature whatsoever, whether absolute, legal, equitable, accrued, contingent or otherwise. Sellers, or any successor entity, shall present share and unit certificate(s) evidencing the Equity Interests in Meredian and DaniMer or their successor entity(ies) with all necessary endorsements within 6 months of the execution of this Agreement.

3. Anti-Dilution

The Sellers hereby agree with Purchaser that to the extent the Sellers or any successor entity of Sellers issue any equity securities prior to the earlier of (i) the date the Sellers or their successor entity(ies) raise an aggregate of at least $25,000,000 in additional capital, in one or more transactions, on or after the effective date of the Merger if and when it is consummated or, if not consummated, then the effective date of this Agreement and (ii) the date immediately prior to the date that shares or units of Meredian or DaniMer, or the shares or units of any successor entity are listed for trading on a national, regional or other principal stock exchange or are quoted on an automated quotation system (including the OTC Bulletin Board) (such newly issued equity securities, "Dilutive Securities") the Sellers or their successor entity(ies) shall also issue, without any further consideration to or from the Purchaser, such number of shares or units of Meredian, DaniMer, or their successor entity(ies) (a "Gross-Up") as shall be necessary so that following such Gross-Up issuance the Non-Dilutive Shares or units plus all Gross-Up issuances then issued to the Purchaser shall represent (as precisely as possible to the nearest whole share) the same percentage of the issued and outstanding capital stock of Meredian and DaniMer or their successor entity(ies) immediately following the issuance of the Dilutive Securities as the Non-Dilutive Shares, together with all Gross-Up issuances issued prior to the most recent Gross-Up issuance, represented prior to the issuance of Dilutive Securities giving rise to the most recent Gross-Up Issuance.

4. Payment Terms

The purchase price shall be payable by a delivery of a promissory note in the principal amount of the Purchase Price, executed by Purchaser and delivered to Sellers simultaneously herewith, substantially in the form attached hereto as Exhibit A. The promissory note shall bear simple interest at the rate of .28% per year. Interest shall be payable annually and the principal balance shall be payable in one (1) installment on March 1, 2018.

5. Merger Savings Clause

It In the event of consummation of the anticipated Merger, Sellers shall take all actions necessary to ensure that the provisions of this Agreement are carried in full force and effect and that Purchaser is granted its full 20% Equity Interest in any successor entity that results from a Merger of Meredian and DaniMer.

6. Nontransferability

Purchaser's rights under this Agreement may not be transferred. More particularly (but without limiting the generality of the foregoing), the right to purchase any Purchased Equity Interests under this Agreement may not be assigned, transferred, pledged, or hypothecated in any way, shall not be assignable by operation of law, and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation, or other disposition contrary to the provisions hereof, and the levy of any execution, attachment, or similar process, will be null and void and without effect.

Article II Representations

1. Corporation's Representations

Sellers hereby represent and warrant to Purchaser with respect to the shares and units being sold by them that:

a. Sellers have the power and authority to enter into this Agreement and to perform its terms.

b. The transfer of the Purchased Equity Interests pursuant to the terms of this Agreement will be free and clear of any and all debts, security interests, liens and encumbrances of whatsoever kind or nature, except as otherwise expressly provided herein, and does not violate any restrictions imposed by any such debts, security interests, liens and encumbrances.

c. Certificate(s) representing the Purchased Equity Interests will be delivered to the Secretaries of each of the Sellers or their successor entity(ies), properly endorsed within 6 months of the Purchase Effective date in accordance with the terms of this Agreement.

d. Neither the execution and the delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will conflict with, result in a breach of, constitute a default under, or require any notice or consent (except for that which has already been given or obtained) under any agreement, contract, instrument, or other arrangement to which either Seller is a party and to which any of Meredian's shares or DaniMer's units are subject.

e. This Agreement is a valid and binding obligation of each Seller, enforceable against each Seller in accordance with its terms subject to (i) applicable bankruptcy, insolvency, moratorium and similar laws which may affect a party's rights and remedies and (ii) general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or is in equity).

2. <u>Purchaser's Representations</u>

Purchaser hereby represents and warrants to Sellers that:

a. Purchaser has the power and authority to enter into this Agreement and to perform its terms.

b. Purchaser has had the opportunity to retain independent legal and financial counsel with respect to the execution and performance of this Agreement.

c. Neither the execution and the delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will conflict with, result in a breach of, constitute a default under, or require any notice or consent (except for that which has already been given or obtained) under any agreement, contract, instrument, or other arrangement to which Purchaser is a party.

d. This Agreement is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms subject to (i) applicable bankruptcy, insolvency, moratorium and similar laws which may affect a party's rights and remedies and (ii) general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or is in equity).

e. The Purchased Equity Interests will be held for investment and are not being acquired with intent to resell or distribute.

f. Purchaser is a company registered in Florida.

g. Purchaser understands and agrees that:

i. The shares and/or units evidencing the Purchased Equity Interests have not been registered under the Securities Act of 1933 or any state securities laws. Purchaser hereby represents, warrants and certifies that it is an "accredited investor" under the rules promulgated under the Act and has the ability to bear the risks of an investment in Meredian and DaniMer, or their successor entity(ies), that it was solicited to invest in the Meredian and DaniMer or their successor entity(ies) privately and did not become aware of, or obtain information regarding, the offering of shares in Meredian, DaniMer or their successor entity(ies) as a result of:

Any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio;

Any seminar or meeting attended by the Purchaser or other potential investors; or

Any other form of general solicitation or general advertising;

ii. Purchaser bears the economic risk of any investment in and loss of value of the Purchased Equity Interests for an indefinite period of time because the shares or units evidencing the Purchased Equity Interests have not been registered under the Securities Act of 1933 or any state securities laws, and, therefore, cannot be sold unless they are subsequently registered or unless exemptions from such registration requirements are available;

iii. Purchaser cannot and will not transfer all or any portion of the Purchased Equity Interests acquired pursuant to this Agreement in the absence of an effective registration relating to the Purchased Shares under the Securities Act of 1933, as amended, or evidence satisfactory to the Corporation that such registration under said Act is not required in connection with such transfer, including at Corporation's option, an opinion of Purchaser's counsel to the Corporation to that effect; and

iv. Prior to executing this Agreement, Purchaser has made an investigation of Meredian and DaniMer and their businesses and has had made available to it all information with respect to Meredian and DaniMer and their businesses and the Merger that it needs to make an informed decision to execute this Agreement. Purchaser has had to its satisfaction the opportunity to examine the records of each Seller, to ask questions of the management of each Seller and to judge the profitability of Meredian and DaniMer's businesses and the Merger transaction. Purchaser considers itself to possess the

experience and sophistication as an investor necessary to adequately evaluate the merits and risks of obligating herself to acquire shares of stock in DaniMer and Meredian or their successor entity(ies). .

Purchaser acknowledges that it has knowledge and experience in financial and business matters, in general, and this investment in particular, to be capable of evaluating the risks and merits of an investment in Meredian, DaniMer and their successor entity(ies). Purchaser recognizes the speculative nature and risk of loss associated with this investment and that Purchaser may suffer complete loss of their investments. Purchaser has an overall commitment to investments which are not readily marketable and which are not disproportionate to the Purchaser's net worth, and the Purchaser's investment in Meredian, DaniMer or their successor entity(ies) will not cause such overall commitment to become excessive. The investment in the Sellers constitutes an investment which is suitable and consistent with the Purchaser's investment programs and which enables the Purchaser to bear the risks of this investment. Purchaser represents that it has adequate resources to provide for its current needs and contingencies and have no need for liquidity in this investment;

v. Purchaser is aware that no federal or state regulatory agency has made any finding or determination as to the fairness of the Meredian's shares or DaniMer's units as an investment nor any recommendation or endorsement of the purchase of Meredian's shares or DaniMer's units or shares or units of their successor entity(ies) as an investment.

vi. Purchaser acknowledges that investment in the Sellers is a speculative investment involving a high degree of risk of loss and that there will not be now, nor may there ever be, a public market for this investment. Accordingly, it may be difficult or impossible to liquidate this investment in case of an emergency.

vii. Purchaser confirms that, prior to making their investment decision, Meredian and DaniMer have given Purchaser and their advisors the opportunity to examine all documents, including Meredian's Articles of Incorporation and Bylaws and DaniMer's Articles of Organization and Operating Agreement and to ask questions of and receive answers from Meredian and DaniMer.

viii. Purchaser represents and warrants that its investment in the Sellers is being acquired solely for its own account, for investment purposes only, and not with a view to, or for the resale, distribution, subdivision or fractionalization thereof; that Purchaser has no agreement or other arrangement, formal or informal, with any person to sell, transfer, pledge or subject to any lien any part of their investment in the Sellers or which would guaranty the

Purchaser any profit or protect the Purchaser against any loss with respect to this investment.

Purchaser understands that they must bear the economic risk of this investment for an indefinite period of time because the shares and units have not been registered under the Act, or any other applicable state's securities laws, and therefore cannot be resold or otherwise transferred unless subsequently registered under the Act, or any other applicable state's securities laws, which the Sellers are not obligated to do, or unless an exemption from such registration is available.

Article III General Matters

1. Indemnification

Each party agrees unconditionally to indemnify the other party from and against any and all damages and liabilities, including without limitation litigation and arbitration expenses, costs and reasonable attorneys' fees, that such party may sustain by reason of any breach of this Agreement by the other party.

2. Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it may not be changed orally but only by a written agreement signed by all of the parties to this Agreement. This Agreement supersedes any prior understanding of the Parties with respect to the granting of a 20% equity interest in Meredian and DaniMer (or their successor Entity) to Purchaser, including Section 2 of that certain Agreement between Sellers and Purchaser dated effective August ___, 2013, but only to the extent of the subject matter contained herein.

3. Law to Govern

This Agreement and all matters and issues collateral thereto shall be construed according to the laws of Georgia.

4. Specific Performance

Should any dispute arise regarding the rights and obligations of the parties to this Agreement, the parties agree that they will be irreparably harmed. Therefore, the parties agree that this Agreement, except as otherwise provided by law, may be specifically enforced and such conduct may be enjoined. The remedies provided by this Paragraph shall be in addition to, and not exclusive of, any other remedies which the parties to this Agreement may have.

5. Arbitration

Any controversy or claim arising out of or relating to this Agreement, or its breach shall be settled by binding arbitration by the American Arbitration Association (the "AAA") and will be referred to a panel of one neutral arbiter for final determination pursuant to the Commercial Rules (the "Rules") of the American Arbitration Association (the "AAA"). Judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction. Such arbitration will be administered by the AAA and held in Atlanta, Georgia. Any such arbitration will be initiated by a written request for arbitration delivered by one party to the other and to the AAA.

The arbiter will be an attorney. The arbiter will be selected in accordance with the Rules then in effect.

The final decision of the arbiter will be binding on the parties and enforceable in any court of law having jurisdiction thereof. The cost of arbitration shall be shared equally between the parties.

6. Attorneys' Fees

If any party shall commence any action or proceeding, including submission to arbitration, against another party in order to enforce the provisions hereof, or to recover damages resulting from the alleged breach of any of the provisions hereof, the prevailing party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including without limitation reasonable attorneys' fees.

7. Survival

The parties agree that the covenants, representations, warranties and agreements contained herein shall survive the execution of this Agreement and the closing of the transaction contemplated hereby.

8. Waiver of Breach

The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

9. Agreement Binding

When signed by all of the parties, except as otherwise provided herein this Agreement shall be binding upon the parties, their legal representatives, heirs, successors and assigns.

10. Construction

This Agreement is a product of the negotiation of all of the parties. This Agreement shall not be construed in favor of, or against, any party hereto.

11. Severability

If any provision of this Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Agreement legal and enforceable and then if necessary, second, severed from the remainder of the Agreement to allow the remainder of the Agreement to remain in full force and effect.

12. Captions

All captions, titles, headings and divisions hereof are for purposes of convenience and reference only, and shall not be construed to limit or affect the interpretation of this Agreement.

13. Counterparts – Facsimile Signatures

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. A facsimile copy of a signature on this Agreement shall be acceptable as and deemed an original signature.

14. Further Assurances

Each party shall execute and deliver or cause to be executed and delivered to the other such further instruments and shall take such other action as the other may reasonably require to help effectuate the contemplated transactions.

15. Hoffman & Associates' Role

The Parties agree that Hoffman & Associates, Attorneys-at-Law, L.L.C. ("Hoffman") is representing the Parties on a purely transactional basis. Hoffman has not been asked to provide guidance on any aspect of this transaction other than to document the business agreement between the Parties. Should a dispute between the Parties arise based on the terms of this Agreement, the Parties agree that Hoffman will not represent any party's interests against any other party and that each party should hire independent counsel in such a situation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below to be effective as of March 1, 2014.

SELLERS:

MEREDIAN, INC

S. Blake Lindsey
President, Meredian, Inc

3/1/14
Date of Execution

DANIMER SCIENTIFIC, L.L.C.

S. Blake Lindsey
President, DaniMer Scientific, L.L.C.

3/1/14
Date of Execution

PURCHASER:

ALTON BIO, LLC

PAUL PEREIRA
Manager, Alton Bio, LLC

3/1/14
Date of Execution

EXHIBIT C

Meredian Holdings Group, Inc.
Nonqualified Deferred Compensation Agreement

1. Purpose

This Nonqualified Deferred Compensation Agreement (the "Agreement") is intended to advance the interests of Meredian Holdings Group, Inc., a Georgia corporation (hereinafter the "Payor") by providing an unfunded, nonqualified deferred compensation benefit to Alton Bio, LLC, a Florida limited liability company, (the "Participant") that will serve as an additional incentive for the Participant and Participant's Principal, Paul Pereira, to promote the success of the Payor, increase the Payor's value and encourage such Participant to maintain its consulting with the Payor on a long-term basis.

2. Effective Date

This Agreement shall become operative and in effect on June 15, 2014 ("Effective Date").

3. Duration

This Agreement shall be terminated as provided in Section 18.

4. Benefit Award

The Payor hereby awards Participant a benefit award ("Benefit Award") in the aggregate amount of $6,618,480.00, on the dates and in the amounts described in Section 6, below.

5. Vesting

All Benefit Awards granted under the terms of this Plan and a Participant's Participation Agreement are 100% vested on June 15, 2018.

A. Termination of Employment by Payor. Notwithstanding the vesting provisions of this Section 5, all credits of Benefit Awards to a Participant's Deferral Account shall become fully vested if Paul Pereira's employment as a consultant for Payor (whether such employment is direct, or indirect through Participant or any other entity controlled by Participant) is terminated by Payor for any reason whatsoever.

B. Termination of Employment by Paul Pereira. Except as otherwise provided herein, all credits of Benefit Awards to Participant's Deferral Account not vested in Participant before Paul Pereira's termination of his employment as a Consultant for (whether such employment is direct, or indirect through Participant or any other entity controlled by Participant) will be completely forfeited by Participant and stricken from Participant's Deferral Account and will not be distributed, credited, or allocated in any other way to the benefit of any remaining Participants. These nonvested credits revert to the Payor.

6. Payment of Benefits

Except as otherwise provided herein, Payor shall make payment of vested Benefit Awards according to the dates and amounts described as follows:

One payment of $6,618,480.00 on June 15, 2018

7. Acceleration of Vesting and Payments Upon Change of Control

Payor shall give 30 days written notice to Participant of any Change of Control.

Notwithstanding the vesting provisions identified in Section 5, all Benefit Awards shall become fully vested upon notice of a Change of Control. Notwithstanding the payment of benefits provisions identified in Section 6, the Payor shall pay to the Participant an amount equal to the full Benefit Award less any amounts previously paid to Participant under this Agreement in one lump sum on or before the date of a Change of Control. Any payment to the Participant will be subject to applicable withholding tax, if any, and other taxes that may be required with respect to amounts payable by the Payor to the Participant. This payment shall be deemed full payment under this Agreement.

As used in this Plan, *Change of Control* means either a change in ownership of the Payor or a change in ownership of a substantial portion of the Payor's assets where:

the acquiring party, whether an individual or a group, acquires Common Stock or membership units of the Payor that, together with any Common Stock already held by the acquiring party, constitute more than 50% of the Common Stock, or Membership Units of the Payor; and

the acquiring party did not own more than 50% of the Common Stock or membership units, as the case may be, prior to the acquisition of the Common Stock or membership units.

A change in ownership of a Payor occurs on the date that the acquiring party acquires stock of the Payor, together with any stock, units, or equity interests already held by the acquiring party, constitutes more than 50% of the Class A Voting Stock or 50% of the voting membership units of the Payor, as applicable.

A change in ownership of a substantial portion of the Payor's assets occurs on the date that any one person, or more than one person acting as a group, acquires (when combined with acquisitions during the 12-month period ending on the date of the most recent acquisition by such person or group) assets from the Payor that have a total gross Fair Market Value equal to or more than 40% of the total gross Fair Market Value of all of the assets of either of the Payor immediately prior to the acquisition or acquisitions, other than in the ordinary course of the Payor's business.

Notwithstanding the foregoing, there is no Change of Control event when, at or immediately after the transfer, the Class A Voting Stock, membership units or assets are transferred to an entity that is controlled by one or more of the owners of the Payor. Further, a transfer of assets by the Payor is not treated as a change in ownership of a substantial portion of the Payor's assets if the assets are transferred to:

an owner of thePayor who was an owner immediately before the asset transfer in exchange for or with respect to the owner's equity interest in the Payor;

an entity, 50% or more of the voting power of which is owned, directly or indirectly, by the Payor;

a person, or more than one person acting as a group, that directly or indirectly owns 50% or more of the voting power of all the outstanding securities of the Payor; or

an entity, at least 50% of the voting power of which is owned, directly or indirectly, by a person or group described in this Subsection.

A *Change in Control* shall also include any Initial Public Offering ("IPO") of a Payor's shares or units. IPO means the consummation of a public offering for shares of a Payor's stock or units pursuant to a registration statement filed with the Securities and Exchange Commission on Form S-1, or some similar form.

8. Acceleration of Vesting and Payments Upon Death

Notwithstanding the vesting provisions of Section 5, all Benefit Award shall become fully vested upon the death of Paul Pereira. Notwithstanding the payment of benefits provisions of Section 6, Payor shall, within 90 days of Paul Pereira's date of death pay Participant an amount equal to full Benefit Award less any amounts previously paid to Participant under this Agreement. Any payment to the Participant will be subject to applicable withholding tax, if any, and other taxes that may be required with respect to amounts payable by the Payor to the Participant. This payment shall be deemed full payment under this Agreement.

9. Special Ledger

The Benefit Award to Participant shall be credited to an account ("Deferral Account") that the Payor maintains in a special ledger for Participant as part of its general bookkeeping records for the purpose of recording and tracking Benefit Awards. The separate Deferral Accounts shall be for record keeping purposes only and shall not be construed to mean that such account has been funded in any way, or that any specific asset or monies have been segregated or otherwise set aside for the Participant or the payment of the Payor's obligations to Participant under this plan.

10. Funding

The Payor may, but need not, invest and reinvest an amount of money less than or equal to the balance of all Deferral Accounts in any assets that may be selected by the Administrative Committee in its sole discretion. In the exercise of the foregoing discretionary investment powers, the Administrative Committee may engage investment counsel and, if it so desires, may delegate to such counsel full or limited authority to select the assets in which the funds are to be invested. Any increase or decrease in any investment selected by the Administrative Committee or such investment counsel shall be reflected by appropriate increases or decreases to the amounts credited to the Deferral Accounts. Any and all funds that may be invested by the Payor shall be appropriately identified for purposes of calculating said increases and decreases. In the event any funds represented by credits to the Deferral Accounts are invested in life insurance or an interest in life insurance, only the cash values attributable to any such life insurance policy or interest therein, not any death benefit, will be credited to such Deferral Account. As provided more fully in Section 14, title to and beneficial ownership of any and all such assets, whether cash or investments, shall at all times remain in the Payor and Participant shall not have any interest whatsoever in such assets of the Payor. Credits to the Deferral Account shall be reduced to reflect any commission, surrender charge or other cost that may be imposed on the Payor with respect to any investment, reinvestment, sale, exchange or transfer of any funds invested pursuant to this Section.

11. Administration

The Board of Directors of the Payor shall serve as the Named Fiduciary ("Named Fiduciary") of this Agreement. The Board of Directors shall be fully justified in relying or acting in good faith upon any report made by the independent public accountants of the Payor and upon any other information furnished in connection with this Agreement. In no event shall any person who is or shall have been a member of the Board of Directors (or any officer or employee to whom duties are delegated in accordance with this Agreement) be liable for any determination made or other action taken or any omission to act in reliance upon any such report or information, or for any action taken, including the furnishing of information, or failure to act, if in good faith.

12. Claims Review

This Section contains a claim review procedure to provide a method by which Participant or his Beneficiary (collectively the "Claimant") has a reasonable opportunity to appeal a denial of claim for benefits hereunder to the Named Fiduciary of this Agreement for a full and fair review.

(a) The Claimant or its duly authorized representative:

(1) may request a review upon written application to the Named Fiduciary;

(2) may review pertinent company documents and other papers which affect the claim; and

(3) may submit issues and comments in writing.

A Claimant (or its duly authorized representative) shall request a review by filing a written application for review with the Named Fiduciary at any time within sixty (60) days after receipt by the Claimant of written notice of the denial of its claim.

(b) A decision on review of a denied claim shall be made in the following manner:

(1) The decision on review shall be made by the Named Fiduciary who may, in their discretion, hold a hearing on the denied claim. Such decision shall be made promptly, and not later than sixty (60) days after receipt of the request for review, unless special circumstances (such as the need to hold a hearing) require an extension of time for processing. In such case, the Named Fiduciary shall notify the Claimant in writing that there will be a delay and explain the reason for the delay. A decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of the request for review; and

(2) The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the Claimant with

specific references to this Agreement or policy provisions upon which the decision is based. If the decision on review has not been received by the Claimant within the time frame referred to in subsection (1) above, the claim shall be deemed denied on review.

(c) The Named Fiduciary has the authority to manage the operation and administration of this Agreement. The Named Fiduciary may retain advisors and allocate fiduciary responsibilities to the extent permitted by the Employee Retirement Income Security Act of 1974, as amended from time to time.

13. Limitation of Rights

Nothing contained in this Agreement may be construed to:

(a) Limit in any way the right of Payor to terminate Participant's consulting relationship with the Payor, with or without cause, at any time;

(b) Be evidence of any employment or other agreement or understanding, express or implied, that Payor continue to contract with Participant in any particular position or at any particular rate of remuneration; or

(c) As more completely discussed in Section 14, give Participant a right or interest in any fund or specific asset of the Payor.

14. Source of Payments

All benefits under the Agreement shall be provided out of the general assets of the Payor at the time such benefits are to be paid to the Participant. The Participant's Deferral Account is strictly a device for measuring the amount that the Payor promises to pay pursuant to the Agreement. That account and any cash or assets represented by credits to it are not set aside for Participant or for the purpose of paying any benefits due under the Agreement. Participant, his Beneficiary, and any other person or persons having or claiming a right to payments hereunder or to any proprietary rights under the Agreement shall rely solely on the unsecured promise of the Payor set forth herein, and nothing in this Agreement shall be construed to give Participant, his estate or Beneficiary, or any other person or persons any right, title, ownership or claim in or to Participant's Deferral Account or to any property of any kind whatsoever owned by the Payor or in which it may have any right, title or ownership now or in the future, including, but not limited to, any asset, fund, reserve, account or insurance or annuity contract that the Payor may purchase or establish for the purpose of enabling it to carry out its promise to Participant. Participant shall have the right to enforce his claim against the Payor in the same manner as any other unsecured creditor. Moreover, nothing contained in this Agreement and no action taken pursuant to the provisions of the Agreement shall require the Payor to fund any credits made to a Deferral Account, create or be construed to create a trust of any kind, or create a fiduciary relationship between the Payor and the Participant, his Beneficiary or any other person.

15. Nonalienation of Benefits

Any benefits granted or any other right or benefit under this Agreement shall not be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the person entitled to such benefits. If Participant should become bankrupt or attempt to anticipate, alienate, sell, assign, pledge, encumber or charge any right or benefit hereunder, then such right or benefit shall, in the discretion of the Board of Directors, cease and terminate, and in such event, the Payor may hold or apply the same or any part thereof, for the benefit of the Participant or Beneficiary, his spouse, children, or other dependents, or any of them, in such manner and in such proportion as the Board of Directors may deem proper.

16. Incapacity of Participant or Beneficiary

If the Board of Directors shall find that any person to whom any payment is payable under this Agreement is unable to care for his affairs because of illness or injury or because he is a minor, any payment due (unless a prior claim therefore shall have been made by a duly appointed guardian or other legal representative) may be paid to the spouse, a child, a parent, or a sibling, or any other person or entity deemed by the Board of Directors to have incurred expense for such person otherwise entitled to payment, in accordance with the applicable provisions of the Agreement. Any such payment shall be a complete discharge of the liabilities of the Payor under this Agreement

17. Compliance with Law

The operation and implementation of this Agreement and the obligation of the Payor to make payment of benefits hereunder shall be subject to all applicable laws, rules, and regulations and to such approvals by any government agencies as may be deemed necessary or appropriate by the Board of Directors. It is intended by the parties that this Agreement complies with the provisions of the Internal Revenue Code, as amended, and Regulations promulgated thereunder and the Employee Retirement Income Security Act of 1974, as in effect at the time of the execution of this Agreement, in order to constitute an unfunded, nonqualified deferred compensation arrangement for the benefit of a highly compensated employee or independent contractor. If, at a later date, the laws of the United States or of Georgia are construed in such a way as to make this Agreement void or in opposition to the above intent, then this Agreement will be given effect in such a manner as will best carry out the original purposes and intentions of the parties.

18. Set Off

Payor may, in its sole discretion, set off all or any portion of amounts they owe to Participant under this Agreement against any amounts due and owing from Participant to Payor. Any amounts so set off shall be deemed to have been paid and set off as of the date on which the Payor notifies Participant in writing of the set off amount.

19. Intended Tax Treatment

The Payor does not represent or warrant that any particular federal, state, or local income, payroll, Social Security, personal property, estate or other tax consequence will result from this Agreement. Nevertheless, for purposes of construing the Agreement, it is the

Payor's intent that the Agreement will have the tax consequences discussed below. The Agreement is intended to be an unfunded, nonqualified deferred compensation plan. It is intended that any benefits payable to Participant under this Agreement shall not be deemed compensation and shall not be included in the Participant's taxable income under federal or state law until such payment(s) is/are actually received by the Participant or his Beneficiary. It is further intended that for the purposes of Social Security coverage (in accordance with Section 3121(v)(2) of the Internal Revenue Code, as amended), all benefits shall nonetheless be deemed compensation at the time Section 3121 (v)(2) or the regulations promulgated thereunder require or allow such benefits to be treated as compensation. To the extent required by the laws in effect from time-to-time, the Payor may withhold from the regular compensation paid to the Participant as an independent contractor of the Payor or from the benefits paid to Participant hereunder, whatever taxes are required to be withheld on such benefits for federal, state or local government purposes, if any.

20. Other Benefit Plans

Participant's benefits under this Agreement shall not be deemed to be earnings, base salary or compensation for the purpose of calculating the amount of the Participant's benefits or contributions under a pension plan or retirement plan (qualified under Section 401(a) of the Internal Revenue Code, as amended), the amount of life insurance under a life insurance plan supplied by the Payor, the basis for establishing disability payments under a disability plan or the basis or amount for any other benefit plan supplied by the Payor where the benefits are based upon an employee or contractor's compensation except to the extent specifically provided in such plan. No amount distributed to Participant under this Agreement shall be deemed to be earnings, base salary or a part of Participant's total compensation with respect to Participant's entitlement to benefits under any employee or contractor benefit plan established by the Payor for its employees or contractors unless otherwise specifically provided in this Agreement or the Participant's Participation Agreement.

21. Amendment or Termination of Agreement

This Agreement may be amended or terminated by the mutual written consent of the Participant and the Payor.

22. Not an Employment Contract

This Agreement shall not be construed so as to create a contract of employment between Participant and the Payor, nor do they restrict the right of Payor to terminate the consulting relationship with Participant or Participant's right to terminate the consulting relationship with Payor. Participant and the Payor are free to enter into separate contracts governing the terms of Participant's consulting relationship with Payor if reduced to writing and signed by both the Payor and Participant.

23. Captions

All captions, titles, headings and divisions hereof are for purposes of convenience and reference only, and shall not be construed to limit or affect the interpretation of this Agreement.

24. Binding Effect

This Agreement shall be binding upon and inure to the benefit of Payor, Participant and their permitted successors, assigns, heirs, executors, administrators and legal representatives.

25. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of Georgia.

26. Severability

If any provision of this Agreement becomes or is found to be illegal, unenforceable, void, or voidable, then such clause or provision must first be modified to the extent to make this Agreement legal and enforceable and then, if necessary, second, severed from the remainder of this Agreement to allow the remainder of this Agreement to remain in full force and effect.

27. Compliance with 409A

Notwithstanding anything in the Agreement to the contrary, (i) this Agreement may be amended by the Board of Directors at any time, retroactively if required, to the extent required to conform the Agreement to Section 409A of the Internal Revenue Code, and (ii) no provision of the Agreement shall be followed to the extent that following such provision would result in a violation of Section 409A of the Internal Revenue Code.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date hereto.

Participant:

PAUL PEREIRA
Manager, Alton Bio, LLC

Payor:

Meredian Holdings Group, Inc.,
A Georgia Corporation

By: _____
Print Name: S. Blake Lindsey
Title: President

EXHIBIT D

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as "Payor"), promises to pay to the order of MEREDIAN, INC., a Georgia Corporation ("Meredian") and DaniMer Scientific, L.L.C., a Georgia limited liability company ("DaniMer"), acting jointly, (hereinafter referred to together as "Holders" or separately as a "Holder"), the principal sum of Six Million, Six Hundred Thousand and 00/100 Dollars ($6,600,000, with simple interest thereon at Zero and 28/100 percent (.28%) per year. Interest shall be payable annually and the principal balance shall be payable in one (1) installment on March 1, 2018. Payments of principal and interest will be made at Holders' address, or at such other place as Holders may designate.

This Promissory Note is issued pursuant to that certain Amendment to the Alton Bio-DaniMer Scientific Contract Agreement pursuant to that certain Subscription and Stock Purchase Agreement by and between Payor and Holders dated on or about the Effective Date hereof.

1. Payor shall have the right to prepay the principal amount outstanding in whole or in part at any time without penalty. Payor hereby waives all presentment, demand, protest, notice of dishonor, non-payment, demand and protest.

2. In the event any payment required herein is not paid within 180 days of the due date, Payor shall pay an extra late charge of ten percent (10%) of the late amount, for the purpose of defraying the expense of following up and handling the delinquent payment.

3. If Payor fails to pay when due any amount payable hereunder, which failure continues uncured for a period of 180 days after the receipt of written notice, Payor shall be in default hereunder. In the event of a default, at the option of Holders, the total unpaid balance hereof, including the entire principal amount outstanding, and all accrued interest and late charges thereon may be declared, and thereupon immediately shall become due and payable, and Holders may avail themselves of any and all remedies of a creditor under the Uniform Commercial Code and other applicable law.

4. Holders shall give Payor 30 days written notice of any Change of Control. In the event of a Change of Control, Holders may declare this Note due and payable on or before the date of the Change of Control or IPO.

As used in this Note, *Change of Control* means either a change in ownership of either of the Holders or a change in ownership of a substantial portion of either of the Holders' assets where:

> the acquiring party, whether an individual or a group, acquires Common Stock or membership units of the Holder that, together with any Common Stock already held by the acquiring party, constitute more than 50% of the Common Stock or membership units of the Holder; and
>
> the acquiring party did not own more than 50% of the Common Stock or membership units prior to the acquisition of the Common Stock or membership units.

A change in ownership of a Holder occurs on the date that the acquiring party acquires stock or membership units of either of the Holders that, together with any stock already held by the acquiring party, constitutes more than 50% of the Class A Voting Stock or voting Membership units, as the case may be, of either Holder.

A change in ownership of a substantial portion of the Holder's assets occurs on the date that any one person, or more than one person acting as a group, acquires (when combined with acquisitions during the 12-month period ending on the date of the most recent acquisition by such person or group) assets from the Holder that have a total gross Fair Market Value equal to or more than 40% of the total gross Fair Market Value of all of the assets of the Holder immediately prior to the acquisition or acquisitions, other than in the ordinary course of the Holder's business.

Notwithstanding the foregoing, there is no Change of Control event when, at or immediately after the transfer, the Class A Voting Stock, voting Membership Interests or assets of Holders are transferred to an entity that is controlled by one or more of the owners of either Holder. Further, a transfer of assets by the Holder is not treated as a change in ownership of a substantial portion of the Holder's assets if the assets are transferred to:

> an owner of the Holder who was an owner immediately before the asset transfer in exchange for or with respect to the owner's equity interest in the Holder;
>
> an entity, 50% or more of the voting power of which is owned, directly or indirectly, by the Holder;
>
> a person, or more than one person acting as a group, that directly or indirectly owns 50% or more of the voting power of all the outstanding securities of the Holder; or
>
> an entity, at least 50% of the voting power of which is owned, directly or indirectly, by a person or group described in this Subsection.

A *Change in Control* shall also include any Initial Public Offering ("IPO") of Holder shares. IPO means the consummation of a public offering for shares of Holder stock pursuant to a registration statement filed with the Securities and Exchange Commission on Form S-1, or some similar form.

On February 19, 2014, shareholders of Meredian and members of DaniMer approved a proposed Merger of the two businesses subject to approval by their lenders. Notwithstanding anything contained herein to the contrary, Change of Control does not include a reorganization, restructuring or merger of Meredian and DaniMer whereby their businesses are combined or merged into one entity.

5. In the event of the death of Paul Pereira, the Manager of Payor, Holder may declare this note due and payable within 90 day of Paul Pereira's date of death. Pereira's Personal Representative, shall, within 90 days of his date of death, pay all amounts due under this Note to the order of Holder.

6. Payor shall pay all costs of collection including, but not limited to, reasonable attorneys' fees in an amount not to exceed fifteen (15%) percent of all principal and interest owing hereunder, if collected by or through an attorney at law.

7. This instrument shall be governed by and interpreted in accordance with the laws of the State of Florida.

8. Holder may, in addition to any other rights and remedies that may be available to it, set off all or any portion of amounts Holder owes to Payor against any amounts otherewise due and owing from Payor to Holder under this Promissory Note . Any amounts so set off shall be deemed to have been paid and set offas of the date on which written notice of such set off is given to Payor.

9. Payor as used herein shall include the undersigned, and all endorsers, guarantors and sureties of the Note, and shall also include the heirs, legal representatives, successors and assigns of the Payor, all of whom shall be jointly and severally liable hereunder. Words herein importing the masculine shall include females, and words importing persons shall include bodies corporate, and the singular shall include the plural, and vice-versa. The rights of Holder hereunder shall inure to the benefit of his heirs, legal representatives, successors and assigns.

10. Except for any notice required under applicable law to be given in another manner, (a) any notice to Payor provided for in this Note shall be given in writing, by mailing such notice by certified mail addressed to Payor at the address shown below or at such other address as Payor may designate by notice to Holder as provided herein, and (b) any notice to Holder shall be given by certified mail to Holder's address stated herein or to such other address as Holder may designate by notice to Payor as provided herein. Any notice provided for in this Note shall be deemed to have been given to Payor or Holder when given in the manner designated herein. Notice given as herein above provided shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail.

(a) To Holder: Meredian, Inc. and
DaniMer Scientific, L.L.C.
1301 Colquitt Highway
Bainbridge, GA 39817

(b) To Payor: Alton Bio, LLC
1301 Colquitt Highway
Bainbridge, GA 39817

11. The waiver of a breach of any provision, term or condition of this Note shall not operate or be construed as a waiver of any subsequent breach, and the acceptance of a past due payment shall not be construed as a waiver of Holder's rights to require strict compliance with all terms and conditions herein.

12. This Note may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

13. Time is of the essence of this Note.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below to be effective as of March 1, 2014.

PAYOR:

Alton Bio, LLC

Stephanie Coker
Witness

By: _____ (SEAL)
PAUL PEREIRA, Manager

HOLDER:

Meredian, Inc.

Stephanie Coker
Witness

By: _____ (SEAL)
S. Blake Lindsey, President

Danimer Scientific, LLC

Stephanie Coker
Witness

By: _____ (SEAL)
S. Blake Lindsey, President

EXHIBIT E

Electronic Articles of Organization For Florida Limited Liability Company

L13000131057
FILED 8:00 AM
September 17, 2013
Sec. Of State
thampton

Article I

The name of the Limited Liability Company is:

ALTON BIO, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

216 BLACK JACK ROAD
BAINBRIDGE, GA. US 39817

The mailing address of the Limited Liability Company is:

216 BLACK JACK ROAD
BAINBRIDGE, GA. US 39817

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

JOSEPH SUNDAY
1215 BRECKENRIDGE RUN
TALLAHASSEE, FL. 32311

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JOSEPH SUNDAY

Signature of member or an authorized representative of a member

Electronic Signature: JOSEPH B. NAGEL

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

ALTON BIO, LLC

Filing Information

Document Number	L13000131057
FEI/EIN Number	NONE
Date Filed	09/17/2013
State	FL
Status	ACTIVE

Principal Address

216 BLACK JACK ROAD
BAINBRIDGE, GA 39817

Mailing Address

216 BLACK JACK ROAD
BAINBRIDGE, GA 39817

Registered Agent Name & Address

SUNDAY, JOSEPH
1215 BRECKENRIDGE RUN
TALLAHASSEE, FL 32311

Manager/Member Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

09/17/2013 -- Florida Limited Liability View image in PDF format

STATEMENT
OF
SOLE ORGANIZER
OF
ALTON BIO, LLC
* * * * *

The Articles of Organization of this limited liability company having been filed in the office of the Secretary of State, the undersigned, being the sole organizer named in said Articles, does hereby state that the following actions were taken on this day for the purpose of organizing this limited liability company:

1. I, Joseph B. Nagel, acting as agent for Paul Periera and Timothy L. Smith, formed ALTON BIO, LLC, a Florida Limited Liability Company, on September 17, 2013;

2. The following persons are hereby appointed as Managers of ALTON BIO, L.L.C. until the Operating Agreement is adopted by the Members of the Company:

PAUL PEREIRA
RACHAEL PEREIRA
TIMOTHY L. SMITH

Each Manager of ALTON BIO, LLC is authorized to set up bank accounts on behalf of the limited liability company and take all

Dated this 19 day of September, 2013.

Joseph B. Nagel, Sole Organizer

SWORN TO AND SUBSCRIBED before me by Joseph B. Nagel this the 19 day of September, 2013.

NOTARY PUBLIC IN AND FOR
Forsyth, COUNTY, GEORGIA

[SEAL]
PATRICIA A KENNEDY
NOTARY PUBLIC
FORSYTH COUNTY, GEORGIA
MY COMMISSION EXPIRES
JUNE 5, 2014

REDEMPTION AND DISTRIBUTION AGREEMENT

This Agreement (the "Agreement") by and between ALTON BIO, LLC, a Florida limited liability company ("Alton Bio"), Timothy L. Smith ("Tim Smith"), ALTON BIO IV, LLC, a Georgia Limited Liability ("Alton Bio IV LLC"), and ALTON BIO IV TRUST u/t/a dated January 1, 2014 ("Alton Bio IV Trust") is being executed on this December 9th, 2014 with an effective date of December 31, 2014 (the "Effective Date").

RECITALS

WHEREAS, the Alton Bio IV Trust currently owns a thirty percent (30%) Membership Interest in Alton Bio;

WHEREAS, the Alton Bio IV Trust desires to redeem it's 30% Membership Interest in Alton Bio in return for a distribution of shares of Meredian Holdings, Inc. to Alton Bio IV, LLC, a Georgia limited liability company wholly owned by Alton Bio IV Trust, subject to the terms and conditions contained herein;

WHEREAS, Alton Bio desires to redeem Alton Bio IV Trust's 30% Membership Interest in return for a distribution of One Hundred Twenty Four Thousand Nine Hundred Ninety Two (124,992) shares of common stock in Meredian Holdings, Inc., subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the promises and of mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Redemption of Interest. The Alton Bio IV Trust does hereby assign and transfer to Alton Bio and Alton Bio does hereby receive and redeem from Alton Bio IV Trust a Thirty Percent (30.00%) Membership Interest (the "Interest") in Alton Bio. Alton Bio shall remove Alton Bio IV Trust's name from the ownership records of Alton Bio.

2. Distribution. Alton Bio shall, within ten business days of the Effective Date hereof, distribute to Alton Bio IV, LLC One Hundred Twenty Four Thousand Nine Hundred Ninety Two (124,992) shares of common stock in Meredian Holdings, Inc.

3. Warranty of Title. Alton Bio IV Trust hereby warrants and represents that he has good and valid marketable title to the Interest and the full legal power and authority to transfer and assign it to Alton Bio and Alton Bio will have good and valid marketable title to the Interest, free and clear of all liens, claims and encumbrances.

4. Manager Resignation. Tim Smith hereby resigns as Manager of Alton Bio.

5. Contract transfer. Alton Bio hereby agrees to transfer or cause to be transferred or paid to Alton Bio IV, LLC 30% of any Commissions and/or royalty earnings earned by Alton Bio pursuant to the agreement dated 23rd September, 2013 by and between Alton Bio and Meredian Holdings, Inc., as successor in interest to DaniMer Scientific, LLC and Meredian

Holdings, Inc. (the "Alton-Meredian Agreement"). This section of the Agreement is intended to preserve all of Alton Bio IV Trust's rights to it's share of present and future compensation earned under the Alton-Meredian Agreement.

6. Termination; Amendment. This Agreement may be terminated or amended only by written consent signed by both Paul Pereira and Tim Smith;.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Restrictive Covenants and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated by this Agreement.

(b) Amendments. This Agreement may be amended only in writing executed by the parties hereto.

(c) Partial Invalidity. If any provision of this Agreement shall for any reason be held invalid or unenforceable by any court, governmental agency or arbitrator, of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein. If any Restrictive Covenant under Section 1 of this Agreement is found to be unenforceable, a court may equitably reform the provision to make it enforceable.

(d) Recitals; Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

(e) Gender and Number. Unless the context otherwise requires, whenever used in this Agreement the singular shall include the plural, the plural shall include the singular, and masculine gender shall include the neuter or feminine gender and vice versa.

(f) Computation of Time. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or a legal holiday, the date for such determination or action shall be extended to the first business day immediately thereafter.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts shall together constitute one and the same instrument. The Agreement shall not be effective unless and until executed by all parties hereto.

(h) Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of Florida.

8. Hoffman & Associates' Role. The parties agree that Hoffman & Associates, Attorneys-at-Law, L.L.C. ("Hoffman") is representing the Parties on a purely transactional basis. Hoffman has not been asked to provide guidance on any aspect of this transaction other than to document the business agreement between the Parties. Should a dispute between the Parties arise based on the terms of this Agreement, the Parties agree that Hoffman will not represent any party's interests against any other party and that each party should hire independent counsel in such a situation. Please initial below indicating each party has read this paragraph.

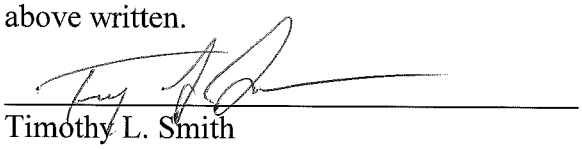
Initial

For Alton Bio _____

For Alton Bio IV _____

For Tim Smith T.L.S.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



Timothy L. Smith

ALTON BIO, LLC

By: 

Paul Pereira, Manager

ALTON BIO IV, LLC

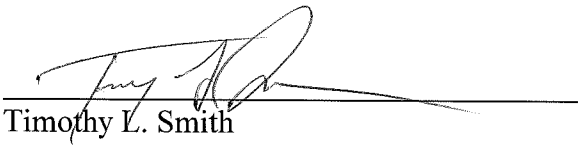
By: 

Paul Pereira, Manager

ALTON BIO IV Trust u/t/a dated January 1, 2014

By: 

Paul Pereira, Trustee



Timothy L. Smith

EXHIBIT F

ALTON CONSULTING GROUP – DANIMER SCIENTIFIC CONTRACT

This Agreement (the "Agreement") by and between ALTON CONSULTING GROUP, LLC, a Florida limited liability company ("Alton") and MEREDIAN HOLDINGS GROUP, INC., a Georgia Corporation ("Meredian"), is being executed on this 25th April, 2014 with an effective date of January 1, 2014 (the "Effective Date").

1. Scope. Paul Pereira ("Pereira") is the principal Member of Alton. Pereira, acting through Alton, will act in the capacity of Executive Chairman to Meredian in turning its business around and shall work a minimum of two weeks per month of Pereira's time to complete the turnaround plan (the "Turnaround Plan"), which includes (i) the restructuring and reorganizing of the Company (much of which has been completed), (ii) pursuing additional licensing opportunities for Company's technology, and (iii) raising of additional capital to complete the construction of Meredian production facility with a production capacity of at least 30 million pounds of PHA resign annually (the "New Facility"). Alton will act as a consultant regarding each element in the turnaround plan

2. Monthly Payment to Alton. During the Term of this Agreement, Meredian shall pay Alton $50,000 gross per month for turnaround consultancy services and Alton will be responsible for their taxes.

3. Term. The initial term of this Agreement shall be three years beginning on the effective date. Meredian, or any successor entity, shall have the option to renew this Agreement for successive periods by mutual agreement. Successive periods can be any length of time mutually agreed. Together, the initial term and successive terms, if any, are, for purposes of this Agreement, referred to as the "Term".

4. Royalties. Meredian will pay Alton for any agreements signed within five years from the date of execution of 25th April 2014 the following: four percent (4%) of net royalties received from any licensing agreements executed with any third party during the five-year period commencing on April 25, 2014 for a period of the first five years from the date of the licensing agreement, three percent (3%) for the same licensing agreements for the subsequent five-year period and two percent (2%) for the same license agreements for the remainder of the license agreement or up to ten years. The above fees shall be charged on net royalties received from any and all licensing agreements entered into by Meredian or its successor(s) during the Term of this Agreement regardless of whether the licensee was introduced to Meredian by Alton.

5. Capital Infusions. Meredian shall pay Alton five percent (5%) of any capital infusions, whether debt or equity, received by the Meredian during the period of Alton's engagement by Meredian up to $100MM of any type of financial instrument utilized. This fee shall apply to all capital infusions or financial instruments regardless of whether the investors making such infusions were introduced to Meredian through Alton.

6. Early Termination. This Agreement may be terminated before the ending of the Term by Meredian giving 90 days notice in writing and paying out the remainder of the Term only without cause.

(i) Mutual Agreement. This Agreement may be terminated at any time by the mutual written agreement of Meredian and Alton.

(ii) By Meredian With Cause. Meredian may terminate this Agreement at any time for Cause upon written notice to Alton, which notice shall specify the reason for termination. For purposes of this Subsection 4(ii), "Cause" shall include, but shall not be limited to the following: Pereira's fraud, substantial and continuous nonperformance of assigned duties, failure to comply with any reasonable material written policy of Meredian, continuous performance of duties at a level significantly below the performance level expected from an contractor in a similar position and at a similar compensation level within Meredian's industry, unlawful activities involving moral turpitude for which Pereira is indicted or convicted or pleads guilty or a material continuing breach of this Agreement by Alton.

(iii) By Alton With Good Reason. This Agreement may be terminated by Alton at any time for Good Reason upon written notice to Meredian, which notice shall specify the reason for termination. For purposes of this Subsection 4(iii), "Good Reason" shall be limited to the following: (i) Pereira's title is changed such that Pereira's title has significantly diminished stature; (ii) Pereira's duties are materially altered such that they are materially diminished; (iii) Pereira is directed to act in an illegal or unethical manner; or (iv) Pereira's reporting structure is changed without Pereira's consent.

7. Expenses. Meredian shall reimburse Alton for the following upon presentation of appropriate documentation to substantiate such expenses pursuant to the Companies' guidelines governing reimbursement of expenses:

(i) reasonable expenses with an agreed upon maximum incurred for local accommodation and transport expenses for Paul Pereira and for two return air travel tickets from Company's headquarters (or nearest airport) to Miami, Florida per month;

(ii) other expenses approved in advance by the Companies' Financial committees.

(iii) Alton will be eligible to participate in the Company's standard benefits programs, including employee stock options, health insurance, 401k plans, holidays and sick leave, subject to all provisions of the plan documents governing those programs.

8. Non-Compete; Confidentiality. Alton and Pereira agree to execute and be bound by the terms and conditions of the Non-Compete Agreement; Protection of Confidential Information, a copy of which is attached hereto incorporated herein by reference.

9. Miscellaneous.

(a) Finder Agreement. Alton is not a broker-dealer and does not hold itself out as such. To the extent Alton is paid for capital infusions of the Company, it is for consultations regarding implementation of the various elements of the Companies' turnaround plan. To the extent Alton may deal with third party investors, it will be solely to introduce the

potential investor to Companies. Alton shall not negotiate on behalf of Companies or any successor entity, offer any specifics regarding investments in Companies or any successor entity or offer any investment advice to third party investors.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Restrictive Covenants and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated by this Agreement.

(b) Amendments. This Agreement may be amended only in writing executed by the parties hereto.

(c) Assignment. This Agreement may be assigned by Companies to any successor of the Companies. Alton may not assign this Agreement without the consent of the Companies or the successor thereof.

(d) Partial Invalidity. If any provision of this Agreement shall for any reason be held invalid or unenforceable by any court, governmental agency or arbitrator, of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein. If any Restrictive Covenant under Section 1 of this Agreement is found to be unenforceable, a court may equitably reform the provision to make it enforceable.

(e) Recitals; Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

(f) Survival. Upon expiration or termination of this Agreement, the obligations of the parties to each other shall come to an end, except that the compensatory provisions of this Agreement shall stay in effect until all amounts owed thereunder are paid, and the provisions of the Non-Compete Agreement; Protection of Confidential Information described in Section 11 shall survive pursuant to the terms thereof.

(g) Gender and Number. Unless the context otherwise requires, whenever used in this Agreement the singular shall include the plural, the plural shall include the singular, and masculine gender shall include the neuter or feminine gender and vice versa.

(h) Computation of Time. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or a legal holiday, the date for such determination or action shall be extended to the first business day immediately thereafter.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts shall together

constitute one and the same instrument. The Agreement shall not be effective unless and until executed by all parties hereto.

(j) Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of Georgia. The parties hereto agree that the state or federal courts in Decatur County, Georgia shall have personal jurisdiction over them with respect to all matters arising from or with respect to this Agreement. Such courts shall be the exclusive forum for the resolution of any matter or controversy arising from or with respect to this Agreement.

12. Hoffman & Associates' Role. The Parties agree that Hoffman & Associates, Attorneys-at-Law, L.L.C. ("Hoffman") is representing the Parties on a purely transactional basis. Hoffman has not been asked to provide guidance on any aspect of this transaction other than to document the business agreement between the Parties. Should a dispute between the Parties arise based on the terms of this Agreement, the Parties agree that Hoffman will not represent any party's interests against any other party and that each party should hire independent counsel in such a situation. Please initial below indicating each party has read this paragraph

Initial

For Danimer

For Meredian

For Alton

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MEREDIAN HOLDINGS GROUP, INC.

By: John A. Dowdy Jr.
Name: John A Dowdy Jr.
Title: Director

ALTON CONSULTING GROUP, LLC
By:
Name: PAUL PEREIRA
Title: CEO