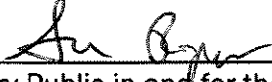


Exhibit “A”

This is Exhibit "A" referred to in the Affidavit of
Rocco Fabiano, sworn before me at the
City of Toronto, Province of Ontario
this 24 day of February, 2010.



Notary Public in and for the Province of Ontario

The Bank of Nova Scotia
Executive Offices, Scotia Plaza
44 King Street West
Toronto, Ontario
Canada M5H 1H1



FEB 23 2010

February 22, 2010

Atcon Holdings Inc.
626 Newcastle Blvd.
Miramichi, NB E1V 2L3

Attention: Robert Tozer

Dear Sirs:

We refer to the letter from The Bank of Nova Scotia (the "Bank") dated February 2, 2010 concerning certain Events of Default under the forbearance agreement dated as of September 22, 2009 (the "Forbearance Agreement") made between you, the Bank, the Guarantors named therein and Her Majesty the Queen in Right of the Province of New Brunswick, as represented by the Minister of Business New Brunswick. We also refer to the credit agreement dated as of June 30, 2009 made between you, the Bank and the guarantors named therein as amended by a First Amendment to Credit Agreement dated as of October 31, 2009 (collectively the "Credit Agreement").

Capitalized terms not otherwise defined herein have the same meaning as set out in the Forbearance Agreement.

As stated in the February 2, 2010 letter, the Bank had been prepared to refrain from demanding payment and enforcing its security on a day by day basis. By signing and returning the letter, you and each Guarantor acknowledged the existence of Events of Default which have not been remedied.

Pursuant to the terms of the Forbearance Agreement and the Credit Agreement, the Bank hereby demands payment forthwith of the following indebtedness owed by you to the Bank, which was advanced pursuant to the Credit Agreement:

Particulars	Outstanding Principal as at February 19, 2010
Operating Facility	\$28,531,394.62
Term Loan Facility A	\$ 554,023.93

*01588/0082/1134384v3

Term Loan Facility B	\$20,000,000.00
Term Loan Facility C	\$20,000,000.00
Term Loan Facility D	\$10,000,000.00
Term Loan Facility E	\$6,688,282.02
Visa Facility	\$85,114.94
Total	\$85,858,815.51

Interest accrues on these amounts at the rates specified in the Credit Agreement from January 22, 2010 until paid.

Reference is also made to the Project Letter of Credit Facility continued pursuant to the terms of Article 9 of the Credit Agreement. That Standby Letter of Credit in the principal amount of \$13,362,845.00 was issued pursuant to the terms of an application and agreement dated May 27, 2008 (the "Letter of Credit Agreement"). An Event of Default as defined under the Letter of Credit Agreement has occurred, namely your failure and that of certain Corporate Guarantors to pay debts as they become due. In addition, the non-payment of any amount owing by you to the Bank when due becomes an Event of Default.

Pursuant to the terms of the Letter of Credit Agreement, the Bank advises that the amount of the contingent liability under the standby Letter of Credit is now due and payable and accordingly, demand is hereby made for a further sum of \$13,362,845.00. Payment of this amount in addition to the amounts referred to above is to be paid forthwith.

If payment in full is not received by the Bank as set out above, the Bank will take appropriate action to recover the amounts owing, including the enforcement of its security. Enclosed is a Notice of Intention to Enforce Security which is given to you pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* of Canada.

Yours truly,

The Bank of Nova Scotia

Per: 
Rocco Fabiano
Assistant General Manager

Enc.

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Holdings Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2006
 - b) General Security Agreement dated April 4, 2006, and assigned to The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated April 4, 2006, and assigned to The Bank of Nova Scotia as of June 30, 2009
 - d) Securities Pledge Agreement dated April 4, 2006, and assigned to The Bank of Nova Scotia as of June 30, 2009
 - e) Securities Pledge Agreement dated April 4, 2006, and assigned to The Bank of Nova Scotia as of June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

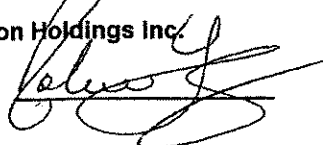
Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Holdings Inc.

Per: 

*01588/0082/1116245v4

The Bank of Nova Scotia
Executive Offices, Scotia Plaza
44 King Street West
Toronto, Ontario
Canada M5H 1H1



February 22, 2010

The Guarantors Listed in Schedule "A"

Dear Sirs:

Re: Demand For Payment

Demand has been made on Atcon Holdings Inc. (the "Borrower") for payment in full of the Borrower's obligations to The Bank of Nova Scotia (the "Bank"). A copy of the Bank's demand (the "Borrower's Demand for Payment") is enclosed for your reference, together with a copy of the Notice of Intention to Enforce Security also given to the Borrower.

Each of you executed guarantees for the obligations of the Borrower to the Bank. The guarantees are secured by the security referred to in the attached Notices of Intention to Enforce Security.

We hereby demand payment from you under the terms of the said guarantees the amount of \$99,221,660.51 together with interest as set out in the Borrower's Demand for Payment. If payment in full is not received by the Bank forthwith, the Bank will take appropriate action to recover the amounts owing, including the enforcement of its security.

Enclosed are individual Notices of Intention to Enforce Security addressed to each of you which is given to you pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* of Canada.

Yours truly,

The Bank of Nova Scotia

Per: 
Rocco Fabiano
Assistant General Manager

Enc.

SCHEDULE "A"

Atcon Group Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Plywood Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Management Services Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Envirem Technologies Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Industrial Services Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Construction Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Veneer Products Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Property Holdings Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Trac Industries Ltd.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Quebec Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Industrial Services Quebec Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Logistics Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Structures Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Atcon Civil Ltd.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Dycon Construction Ltd.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

Aspen Environmental Inc.
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Robert Tozer
Facsimile: (506) 622-8398

The Bank of Nova Scotia
Executive Offices, Scotia Plaza
44 King Street West
Toronto, Ontario
Canada M5H 1H1



February 22, 2010

Atcon Holdings Inc.
626 Newcastle Blvd.
Miramichi, NB E1V 2L3

Attention: Robert Tozer

Dear Sirs:

We refer to the letter from The Bank of Nova Scotia (the "Bank") dated February 2, 2010 concerning certain Events of Default under the forbearance agreement dated as of September 22, 2009 (the "Forbearance Agreement") made between you, the Bank, the Guarantors named therein and Her Majesty the Queen in Right of the Province of New Brunswick, as represented by the Minister of Business New Brunswick. We also refer to the credit agreement dated as of June 30, 2009 made between you, the Bank and the guarantors named therein as amended by a First Amendment to Credit Agreement dated as of October 31, 2009 (collectively the "Credit Agreement").

Capitalized terms not otherwise defined herein have the same meaning as set out in the Forbearance Agreement.

As stated in the February 2, 2010 letter, the Bank had been prepared to refrain from demanding payment and enforcing its security on a day by day basis. By signing and returning the letter, you and each Guarantor acknowledged the existence of Events of Default which have not been remedied.

Pursuant to the terms of the Forbearance Agreement and the Credit Agreement, the Bank hereby demands payment forthwith of the following indebtedness owed by you to the Bank, which was advanced pursuant to the Credit Agreement:

Particulars	Outstanding Principal as at February 19, 2010
Operating Facility	\$28,531,394.62
Term Loan Facility A	\$ 554,023.93

*01588/0082/1134384v3

Term Loan Facility B	\$20,000,000.00
Term Loan Facility C	\$20,000,000.00
Term Loan Facility D	\$10,000,000.00
Term Loan Facility E	\$6,688,282.02
Visa Facility	\$85,114.94
Total	\$85,858,815.51

Interest accrues on these amounts at the rates specified in the Credit Agreement from January 22, 2010 until paid.

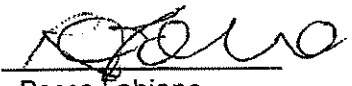
Reference is also made to the Project Letter of Credit Facility continued pursuant to the terms of Article 9 of the Credit Agreement. That Standby Letter of Credit in the principal amount of \$13,362,845.00 was issued pursuant to the terms of an application and agreement dated May 27, 2008 (the "Letter of Credit Agreement"). An Event of Default as defined under the Letter of Credit Agreement has occurred, namely your failure and that of certain Corporate Guarantors to pay debts as they become due. In addition, the non-payment of any amount owing by you to the Bank when due becomes an Event of Default.

Pursuant to the terms of the Letter of Credit Agreement, the Bank advises that the amount of the contingent liability under the standby Letter of Credit is now due and payable and accordingly, demand is hereby made for a further sum of \$13,362,845.00. Payment of this amount in addition to the amounts referred to above is to be paid forthwith.

If payment in full is not received by the Bank as set out above, the Bank will take appropriate action to recover the amounts owing, including the enforcement of its security. Enclosed is a Notice of Intention to Enforce Security which is given to you pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* of Canada.

Yours truly,

The Bank of Nova Scotia

Per: 
Rocco Fabiano
Assistant General Manager

Enc.

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Holdings Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2006
 - b) General Security Agreement dated April 4, 2006, and assigned to The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated April 4, 2006, and assigned to The Bank of Nova Scotia as of June 30, 2009
 - d) Securities Pledge Agreement dated April 4, 2006, and assigned to The Bank of Nova Scotia as of June 30, 2009
 - e) Securities Pledge Agreement dated April 4, 2006, and assigned to The Bank of Nova Scotia as of June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Holdings Inc.

Per: 

*01588/0082/1116245v4

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Group Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - b) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - c) Securities Pledge Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - d) Securities Pledge Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - e) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PID 40477259
 - f) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PID 40477259
 - g) General Security Agreement dated June 30, 2009
 - h) Securities Pledge Agreement dated October 30, 2009 in respect of shares in OPI AB
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

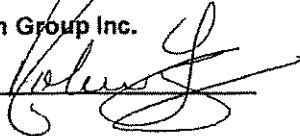
Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Group Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Construction Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2006
- b) General Security Agreement dated May 29, 2006 by Arvin Machine Works Inc. (now Atcon Construction Inc. by reason of amalgamation)
- c) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
- d) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
- e) Securities Pledge Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
- f) Securities Pledge Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
- g) Debenture dated April 1, 2006 and Pledge Agreement of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40186561, 40181455, 40175069, 40179152, 40277774, 70245741, 10208858, 40450785, and 40179715
- h) Debenture dated April 1, 2006 and Pledge Agreement of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40186561, 40181455, 40175069, 40179152, 40277774, 70245741, 10208858, 40450785, and 40179715
- i) Debenture dated April 1, 2006 and Pledge Agreement of Debenture dated April 1, 2006 by Arvin Machine Works Inc. (now Atcon Construction Inc. by reason of amalgamation) assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PID 40206989
- j) Debenture dated April 1, 2006 and Pledge Agreement of Debenture dated April 1, 2006

*01588/0082/1116552v3

by Arvin Machine Works Inc. (now Atcon Construction Inc. by reason of amalgamation)
assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PID
40206989

- k) Collateral Mortgage in respect to PID 40186561 dated May 23, 2006
 - l) Collateral Mortgage dated June 30, 2009 in respect of PIDs 40450785 and 40489577
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

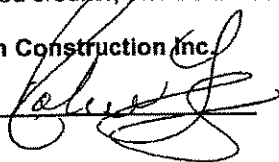
Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Construction Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Plywood Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2006 as of June 30, 2009
 - b) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - d) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40221566, 40286700, 40221541, 40286692, 40221525, and 40374282
 - e) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40221566, 40286700, 40221541, 40286692, 40221525, and 40374282
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.

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*01588/0082/1116549v3

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

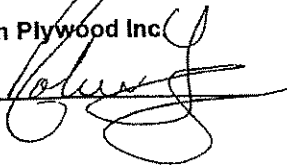
Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Plywood Inc

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Veneer Products Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2006
 - b) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - d) Debenture dated April 1, 2006 and Pledge Agreement dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 75145888, 75229013, 75400978, 75400986, 75240259, and 75162131
 - e) Debenture dated April 1, 2006 and Pledge Agreement dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 75145888, 75229013, 75400978, 75400986, 75240259, and 75162131
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.

Remainder of page intentionally left blank

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 22nd day of February, 2010.

Atcon Veneer Products Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Management Services Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2006
 - b) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - d) Debenture dated April 1, 2006 and Pledge Agreement dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40441917, 40204778, 40304487, 40304529, 40219941, and 40466039
 - e) Debenture dated April 1, 2006 and Pledge Agreement dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40441917, 40204778, 40304487, 40304529, 40219941, and 40466039
 - f) Securities Pledge Agreement dated April 4, 2006 assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - g) Securities Pledge Agreement dated April 4, 2006 assigned in favour of The Bank of Nova Scotia as of June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.

*01588/0082/1116564v3

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Management Services Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Property Holdings Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2006
 - b) General Security Agreement dated April 4, 2006, assigned to The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated April 4, 2006, assigned to The Bank of Nova Scotia as of June 30, 2009
 - d) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned to The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40095887 and 40165656
 - e) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned to The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40095887 and 40165656
 - f) Collateral Mortgage dated May 23, 2006 in respect of PIDs 40204778, 40304487, and 40304529
 - g) Collateral Mortgage dated May 23, 2006 in respect of PIDs 40204778, 40304487, and 40304529
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.

*01588/0082/1116581v3

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Property Holdings Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Envirem Technologies Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2006
 - b) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - d) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40450389, 1483031, 40030413, 40450355, 75165480, 75246660, 75165209, 40406282, 40164311, and 15086259
 - e) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PIDs 40450389, 1483031, 40030413, 40450355, 75165480, 75246660, 75165209, 40406282, 40164311, and 15086259
 - f) Collateral Mortgage in respect to PID 1483031 dated May 23, 2006
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.

*01588/0082/1116555v3

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

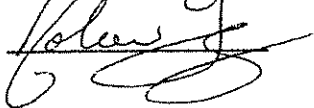
Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Envirem Technologies Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Trac Industries Ltd.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2006
 - b) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - d) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PID 40179798
 - e) Debenture dated April 1, 2006 and Pledge of Debenture dated April 1, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009 in respect of PID 40179798
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

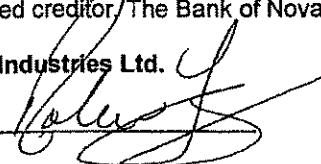
Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Trac Industries Ltd.

Per: 

*01588/0082/1116558v3

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Industrial Services Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated May 29, 2007
 - b) Accession Agreement dated November 7, 2006, by which Atcon Industrial Services Inc. exceeded to a General Security Agreement dated April 4, 2006, assigned to the Bank of Nova Scotia as of June 30, 2009
 - c) Accession Agreement dated November 7, 2006, by which Atcon Industrial Services Inc. exceeded to a General Security Agreement dated April 4, 2006, assigned to the Bank of Nova Scotia as of June 30, 2009
 - d) Collateral Mortgage dated June 30, 2009 in respect of PIDs 40493868 and 40497307
 - e) Collateral Mortgage (Leasehold) dated June 30, 2009 in respect of PID 40489577
 - f) General Security Agreement dated June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.

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4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this ~~22~~ 14 day of February, 2010.

Atcon Industrial Services Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Quebec Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

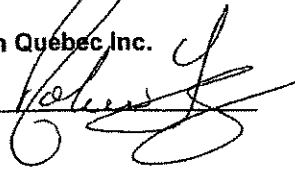
Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Québec Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Industrial Services Quebec Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Industrial Services Quebec Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Civil Ltd.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - b) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

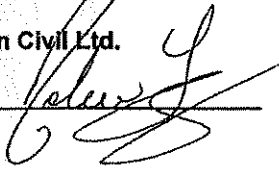
Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Civil Ltd.

Per: 

*01588/0082/1116569v3

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Logistecs Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated April 4, 2006, assigned to The Bank of Nova Scotia as of June 30, 2009
 - b) General Security Agreement dated April 4, 2006, assigned to The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Logistics Inc.

Per: 

*01588/0082/1116586v3

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Dycon Construction Ltd.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated April 4, 2006, assigned to The Bank of Nova Scotia as of June 30, 2009
 - b) General Security Agreement dated April 4, 2006, assigned to The Bank of Nova Scotia as of June 30, 2009
 - c) General Security Agreement dated June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Dycon Construction Ltd.

Per: 

*01588/0082/1116584v3

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Atcon Structures Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 23 day of February, 2010.

Atcon Structures Inc.

Per: 

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Aspen Environmental Inc.

TAKE NOTICE THAT:

1. The Bank of Nova Scotia, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the insolvent person's undertaking, property and assets of whatsoever nature and kind, all as more particularly set out in the security described below.

2. The security that is to be enforced is in the form of:

Various security documents forming a charge over all of the property and assets of the insolvent person, including, without limitation, the following:

- a) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
 - b) General Security Agreement dated April 4, 2006, assigned in favour of The Bank of Nova Scotia as of June 30, 2009
3. The total amount of indebtedness secured by the security is \$99,221,660.51 as at February 19, 2010 plus interest accruing on that sum from January 22, 2010 until paid together with such costs and disbursements as may be proper.
 4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario this 22nd day of February, 2010.

The Bank of Nova Scotia

Per: 

The undersigned consents to the immediate enforcement of the security referred to herein by the secured creditor, The Bank of Nova Scotia. Dated this 22 day of February, 2010.

Aspen Environmental Inc.

Per: 

*01588/0082/1116571v3