Exhibit "C"

This is Exhibit "C" referred to in the Affidavit of
Rocco Fabiano, sworn before me at the
City of Toronto, Province of Ontario
this 25 day of February, 2010.

Notary Public in and for the Province of Ontario

Form 56

DEBENTURE

Land Titles Act, S.N.B. 1981, c.L-1.1, s.26.1
Standard Forms of Conveyances Act, S.N.B. 1980, c.S-12.2, s.2

Parcel Identifier:	40477259
Corporation:	**ATCON GROUP INC.** c/o Atcon Group 626 Newcastle Blvd. Miramichi, New Brunswick E1V 2L3
Place of Incorporation:	New Brunswick
Lender[1]:	MG STRATUM FUND III, LIMITED PARTNERSHIP c/o Cox Hanson O'Reilly Matheson PO Box 310 Suite 400, 371 Queen Street Fredericton, NB E3B 4Y9
Principal Sum:	**$15,000,000.00**
Interest Rate:	A nominal annual rate of Twenty-Five (25)%
How Interest Calculated:	Interest shall be calculated on the daily balance of the Principal Sum and payable monthly, both before and after default and judgment, with interest on overdue interest at the rate indicated above.
Place of Payment:	at the address indicated above or such other place as the lender may designate in writing.
Covenants and Conditions Set Out in the *Debentures Regulation - Standard Forms of Conveyances Act* Included:	1001, 1002.1, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, and 1013.
Optional Debenture Covenants Included:	NONE
Other Covenants and Conditions Included:	See Schedule "C"

For value received, the corporation promises to pay on demand to or to the order of the lender the principal sum and interest as specified.

As security for the payment of all money payable hereunder and the performance of the covenants and conditions herein contained, the corporation grants, mortgages and charges, as applicable, to and in favour of the lender:

(a) as and by way of a fixed and specific mortgage and charge the specified parcels registered under the *Land Titles Act* ;

~~(b) as and by way of a fixed and specific mortgage and charge all lands and premises now or hereafter owned or acquired by the corporation;~~

~~(c) as and by way of a fixed and specific mortgage and charge the personal property described in Schedule "E";~~

~~(d) as and by way of a fixed and specific mortgage and charge all equipment, machinery, vehicles and other tangible personal property now or hereafter owned or acquired by the corporation;~~

~~(e) as and by way of a floating charge all its undertaking, both present and future, not herein otherwise specifically charged;~~

~~(f) in accordance with Schedule "F".~~

This debenture contains the covenants and conditions as specified.

Date: April 1, 2006

IN WITNESS WHEREOF the corporations have executed this debenture.

ATCON GROUP INC.

Per:____________________

Robert W. Tozer - President

SCHEDULE C

1. The lender is the person entitled to receive the money payable hereunder and to give a discharge hereof.

2. No consent or waiver by the lender shall be effective unless made in writing and signed by an authorized officer of the lender.

3. Any receiver appointed hereunder shall have the power to borrow or raise money on all or any part of the charged property in priority to this debenture or otherwise for such purposes as may be approved by the lender, and shall be vested with such other discretions and powers as are granted in the instrument of appointment and any supplement thereto.

4. The obligations of the corporations executing this debenture are joint and several.

5. All terms, conditions, representations and warranties set out in the Credit Agreement (the "Credit Agreement") dated as of April 4, 2008 and made between the corporation executing this debenture, Atcon Holdings Inc., as borrower, and others, on the one part, and the lender, as the same may be supplemented, restated or replaced from time to time, are incorporated herein and are binding on all parties, and their successors and assigns, to the same extent end effect as if set out herein. In the event of any conflict the terms, conditions, representations and warranties, as the case may be, of the Credit Agreement shall prevail.

6. Any default under the terms of the Credit Agreement or in any certificate, document or security provided to the lender in connection therewith shall constitute a default hereunder.

7. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent:	Robert W. Tozer 626 Newcastle Blvd. Miramichi, NB E1V 2L3
Office Held by Deponent:	President
Corporation:	ATCON GROUP INC.
Place of Execution:	Miramichi, NB
Date of Execution:	April _1_, 2006

I, Robert W. Tozer, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;

2. That the attached instrument was executed by me as the officer duly authorized to execute the instrument on behalf of the corporation;

3. That the seal of the corporation was affixed to the instrument by order of the Board of Directors of the corporation;

4. That the instrument was executed at the place and on the date specified above;

5. That the ownership of a share of the corporation does not entitle the owner thereof to occupy the parcel described in the attached instrument as a marital home.

SWORN TO at Miramichi, NB,
on April _1_, 2006
before me:

Commissioner of Oaths,
Being a Solicitor

Robert W. Tozer

Form 57

APPLICATION TO REGISTER DEBENTURE

Land Titles Act, S.N.B. 1981, c.L-1.1, s.26.1

Parcel Identifier:	40477259
Lender:	MG STRATUM FUND III, LIMITED PARTNERSHIP c/o Cox Hanson O'Reilly Matheson PO Box 310 Suite 400, 371 Queen Street Fredericton, NB E3B 4Y9
Agent of Lender:	Walter D. Vail PO Box 310 Suite 400, 371 Queen Street Fredericton, NB E3B 4Y9
Solicitor for Lender:	Walter D. Vail PO Box 310 Suite 400, 371 Queen Street Fredericton, NB E3B 4Y9
Corporation:	ATCON GROUP INC.

The lender applies (through its specified agent) to have the attached debenture registered against the specified corporation, the registered owner of the specified parcel.

Date: April ____, 2006

Lender or Agent: ________________________________
Walter D. Vail

ACKNOWLEDGEMENT

The undersigned, as President of each of the corporations listed below, acknowledges receipt of a copy of the expanded version of the covenants and conditions set forth in Schedule B to the debentures from the listed corporations in favour of MG STRATUM FUND III, LIMITED PARTNERSHIP.

Dated: April 1, 2006

Robert W. Tozer ~~in his capacity~~ as
as President of each ~~of the following~~
listed corporations:

ATCON GROUP INC., ATCON PLYWOOD INC., ATCON CONSTRUCTION INC., ENVIREM TECHNOLOGIES INC., ARVIN MACHINE WORKS INC., TRAC INDUSTRIES LTD., ATCON VENEER PRODUCTS INC., ATCON MANAGEMENT SERVICES INC. and ATCON PROPERTY HOLDINGS INC.

ACKNOWLEDGEMENT

The undersigned, as President of each of the corporations listed below, acknowledges receipt of a copy of the expanded version of the covenants and conditions set forth in Schedule B to the debentures from the listed corporations in favour of MG STRATUM FUND III, LIMITED PARTNERSHIP.

Dated: April 7, 2006

Robert W. Tozer ~~in his capacity~~ as
as President of each ~~of the following~~
listed corporations:

ATCON GROUP INC., ATCON PLYWOOD INC., ATCON CONSTRUCTION INC., ENVIREM TECHNOLOGIES INC., ARVIN MACHINE WORKS INC., TRAC INDUSTRIES LTD., ATCON VENEER PRODUCTS INC., ATCON MANAGEMENT SERVICES INC. and ATCON PROPERTY HOLDINGS INC.

The numbered covenants set forth in Schedule B to your debenture in favour of Roynat Capital Inc. have, by law, the expanded meaning as set forth in the following corresponding numbered paragraphs:

1001.

Until the security becomes enforceable, the corporation may dispose of or deal with the subject matter of the floating charge in the ordinary course of its business and for the purpose of carrying on the business provided that the corporation will not, without the prior written consent of the lender, create, assume or have outstanding, except to the lender, any mortgage, charge or other encumbrance on any part of the charged property ranking or purporting to rank or capable of being enforced in priority to or pari passu with the security hereunder, other than any mortgage, lien or other encumbrance upon property, created or assumed to secure all or any part of the funds required for the purchase of such property or any extension or renewal or replacement thereof upon the same property if the principal amount of the indebtedness secured thereby is not increased, or any

1002.1

The principal, interest and any other money hereby secured shall become immediately payable and the security hereby constituted shall become enforceable in each and every one of the events following:

(a) if the corporation makes default in the payment of principal when it becomes due and payable,

(b) if the corporation makes default in the payment of interest when it becomes due and payable,

(c) if the corporation becomes insolvent or bankrupt or subject to the provisions of the Winding-up Act or the Bankruptcy Act, or goes into liquidation, either voluntary or under an order of a court of competent jurisdiction, or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency,

(d) if an encumbrancer takes possession of any part of the property of the corporation, or if any process of execution is levied or enforced upon or against any part of the property of the corporation, provided that such process is not in good faith disputed by the corporation and in that event provided further that non-payment shall not in any way impair the security hereunder,

(e) if the corporation fails to pay taxes, rates, charges, rents payable on leasehold property or other charges of a like nature, whether governmental or otherwise, assessed or payable in respect of any property of the corporation (if the property is essential to efficient operation), provided that such charge is not in good faith disputed by the corporation,

(f) if the corporation fails to observe and perform any of the covenants in any lease, licence, concession or agreement whereby any property or right of the corporation (if such property or right is essential to efficient operation) may become liable to forfeiture,

(g) if the corporation defaults in observing or performing any other covenant or condition of this debenture on its part to be observed or performed,

(h) if the corporation ceases or threatens to cease to carry on its business or if the corporation commits or threatens to commit any act of bankruptcy,

(i) if the corporation defaults in the payment of any indebtedness or liability to the lender, whether secured hereunder or not, when it becomes due and payable.

1003.

The lender may waive any default by the corporation in the observance or performance of any covenant or condition required to be observed or performed by the corporation under the terms of this debenture, provided always that no act or omission of the lender shall extend to or be taken in any manner whatsoever to affect any subsequent default.

1004.

When the security becomes enforceable, the lender has the following remedies:

(a) entry into possession,
(b) proceedings in any court of competent jurisdiction for the appointment of a receiver (which term includes a receiver and manager) of all or any part of the charged property,
(c) proceedings in any court of competent jurisdiction for sale of all or any part of the charged property,
(d) filing of proofs of claim and other documents to establish its claims in any proceeding relative to the corporation,
(e) appointment by instrument in writing of a receiver of all or any part of the charged property and removal or replacement from time to time of any such receiver, or
(f) any other remedy or proceeding authorized or permitted hereby or by law or equity.
Such remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the lender however created.

1005.

Any receiver appointed by instrument in writing has power to:
(a) take possession of, collect and get in all or any part of the charged property and, for that purpose, to take proceedings in the name of the corporation or otherwise,
(b) carry on or concur in carrying on all or any part of the business of the corporation,
(c) to make any arrangement or compromise, and
(d) sell or concur in selling all or any part of the charged property without notice and in such manner as may seem advisable to the receiver, and to effect such sale by conveying in the name and on behalf of the corporation or otherwise.

1006.

The receiver shall for all purposes be deemed to be the agent of the corporation and not of the lender, and the corporation shall be solely responsible for his acts or defaults and for his remuneration.

1007.

All money from time to time received by the receiver shall be applied as follows:
(a) in discharge of all costs, charges and expenses of or incidental to the exercise of any of the powers of the receiver,
(b) in keeping in good standing all charges and liens on the charged property having priority over this debenture,
(c) in payment of the remuneration and disbursements of the receiver,
(d) in payment to the lender of the money payable hereunder, and
(e) lastly, in payment to the corporation of the balance, if any.

1008.

The corporation agrees to pay to the lender forthwith on demand all costs, charges and expenses, including all legal fees (on a solicitor and client basis), incurred by the lender in connection with the recovery or enforcement of payment of any money owing hereunder whether by realization or otherwise; all such sums shall be secured hereby and shall be added to the principal hereof and bear interest at the rate herein stipulated until paid.

1009.

This debenture is a negotiable instrument and all rights created hereunder are exercisable by any holder hereof.

1010.

Any notice to the corporation may be given by mailing it to the corporation at the address hereinbefore set out, and any notice so mailed shall be deemed to have been received by the corporation on the next business day following that on which it was so mailed.

1011.

This debenture may be deposited or pledged by the corporation as collateral security for its indebtedness and liabilities and, when redelivered to the corporation or its nominees, shall be forthwith cancelled; but this debenture shall not be deemed to have been redeemed by reason of the account of the corporation having ceased to be in debit while this debenture was so deposited or pledged and no payment shall reduce the amount owing under this debenture unless specifically appropriated to and noted on this debenture at the time of payment.

1012.

The corporation and the lender mutually covenant and agree that, this debenture having been executed in both English and French, where a conflict exists between the English version and the French version of any provision hereof, the meaning and legal effect of the English version shall prevail.

1013.

The corporation covenants with the lender that the corporation shall pay to the lender the principal sum and interest as hereinbefore set out and all other money payable hereunder; on all arrears of principal, interest and any other sums due to the lender, interest shall be payable at the times and at the interest rate stated, before as well as after maturity, until paid.