Exhibit "D"

This is Exhibit "D" 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

THIS ACKNOWLEDGEMENT AND CONFIRMATION AGREEMENT dated as of the 30th day of June, 2009.

BETWEEN:

THE BANK OF NOVA SCOTIA, a Canadian chartered bank,

(hereinafter referred to as the "**Bank**")

OF THE FIRST PART

- and -

ATCON HOLDINGS INC.

(hereinafter referred to as the "**Borrower**")

OF THE SECOND PART;

- and -

ATCON GROUP INC., ATCON PLYWOOD INC., ATCON CONSTRUCTION INC., ENVIREM TECHNOLOGIES INC., TRAC INDUSTRIES LTD., ATCON VENEER PRODUCTS INC., ATCON MANAGEMENT SERVICES INC., ATCON CIVIL LTD., ASPEN ENVIRONMENTAL INC., ATCON PROPERTY HOLDINGS INC., DYCON CONSTRUCTION LTD., ATCON LOGISTICS INC., and ATCON INDUSTRIAL SERVICES INC.

(hereinafter collectively referred to as the "**Guarantors**")

OF THE THIRD PART;

WHEREAS:

1. The Bank has previously extended credit to the Borrower, and has extended or will extend additional credit to the Borrower pursuant to a credit agreement dated as of June 30, 2009, as the same may be amended, restated or replaced from time to time (the "**2009 Credit Agreement**");

2. Atcon Plywood Inc., Atcon Construction Inc., Envirem Technologies Inc., Trac Industries Ltd., Atcon Veneer Products Inc., Atcon Management Services Inc., Atcon Property Holdings Inc., and Atcon Industrial Services Inc. (the "**Bank Guarantors**") have previously guaranteed the obligations of the Borrower to the Bank by corporate guarantees in the Bank's standard form (the "**Guarantees**");

3. The Borrower and the Bank Guarantors have previously granted the Bank security over their real and personal property to secure obligations to the Bank (the "**Existing Bank Security**"), including without limitation the security described in Schedule "B";

4. The Borrower and the Guarantors are hereinafter sometimes collectively referred to as the "**Companies**";

5. The Borrower is indebted to MG Stratum Fund III, Limited Partnership and Roynat Capital Inc. (collectively, the "**Subordinate Lenders**") as of June 22, 2009 in the aggregate amount of $21,273,506.16 as shown in Schedule "C" plus accrued interest (the "**Subordinate Debt**") pursuant to credit agreements dated as of June 4, 2006 as amended (the "**2006 Credit Agreements**"), which Subordinate Debt has been guaranteed by the Guarantors;

6. The Bank has taken or will take from the Subordinate Lenders an assignment of the 2006 Credit Agreements, the Subordinate Debt, and all security originally granted to secure the Subordinate Debt by the Borrower and Guarantors in favour of the Subordinate Lenders (the "**Subordinate Security**"), including without limitation the security described in Schedule "A", which Subordinate Security the parties agree shall secure the Term Loan Facility B under the 2009 Credit Agreement; and

7. The parties have entered into this agreement to acknowledge and confirm that the Existing Bank Security is good and valid security for all present and future obligations of the Companies to the Bank including, without limitation, the obligations owing pursuant to the 2009 Credit Agreement, and that the Subordinate Security is good and valid security for the obligations owing pursuant to the 2006 Credit Agreements as assigned to the Bank, as each of the 2009 Credit Agreement and the 2006 Credit Agreements may be amended, modified, restated or replaced from time to time;

THE PARTIES AGREE as follows:

1. The Guarantors acknowledge and confirm that the obligations secured by the Guarantees include the obligations of the Borrower to the Bank pursuant to the 2009 Credit Agreement.

2. The Companies acknowledge and confirm that they stand possessed of all their property subject to the Existing Bank Security and the Subordinate Security (collectively the "**Security**"), that the Existing Bank Security is good and valid security for all present and future obligations of the Companies to the Bank including, without limitation, the obligations owing pursuant to the 2009 Credit Agreement, and that the Subordinate Security is good and valid security for the obligations owing pursuant to the 2006 Credit Agreements as assigned to the Bank, as each of the 2009 Credit Agreement and the 2006 Credit Agreements may be amended, modified, restated or replaced from time to time.

3. For greater certainty, the Borrower, Atcon Group Inc., Atcon Construction Inc., and Atcon Management Services Inc. hereby confirm that the Powers of Attorney to transfer shares described in Schedule "A" attached hereto as delivered by the Subordinate Lenders to the Bank are good and valid powers of attorney and may be used by the Bank in enforcing its rights and realizing on the Subordinate Security.

4. Twenty Million Dollars ($20,000,000.00) of the Subordinate Debt shall be refinanced by the advance of the Term Loan Facility B pursuant to Article 6 of the 2009 Credit Agreement, and any balance of the Subordinate Debt shall, at the same time, be refinanced by an advance under the Operating Facility of the 2009 Credit Agreement. Thereafter, the Borrower's and Guarantors' payment and other obligations in respect of the restructured Subordinate Debt shall be governed by the 2009 Credit Agreement, which 2009 Credit Agreement shall supersede and replace the 2006 Credit Agreements in all respects, to the intent that the 2006 Credit Agreements shall be deemed restated, amended, and replaced by the 2009 Credit Agreement.

5. The provisions of the Subordinate Security with respect to notice are deleted in their entirety and replaced with the following:

Any notice of communication in respect of this Agreement may be given in any manner set forth below to the Borrower or a Guarantor at:

Atcon Holdings Inc.
626 Newcastle Blvd.
Miramichi, NB E1V 2L3
Attention: Robert Tozer
Facsimile No. (506) 622-8398

and to the Bank at:

The Bank of Nova Scotia
4th Floor, 1709 Hollis Street
PO Box 70
Halifax, NS B3J 2M1
Attention: Deputy Director, Credit Solutions
Facsimile No. (902) 425-8100

and shall be deemed effective as indicated:

(a) if in writing and delivered in person or by courier, on the date it is delivered;

(b) if sent by fax transmission, on the day that it is sent; or

(c) if sent by certified or registered mail (air mail if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; unless the date of that delivery or receipt, as applicable, is not a Business Day or that notice is delivered or received, as applicable, after the close of the Branch of Account's normal banking hours on a Business Day, in which case that notice shall be deemed given and effective on the first following day that is a Business Day. The Bank may rely on any such notice or communication purporting to be from the Borrower or a Guarantor so long as the Bank believed in good faith that it was given by an officer/representative of the Borrower or the Guarantor. Either the Borrower or the Bank may by notice to the other change the address or facsimile number at which notices or communications are given to it.

6. Except as amended by this document, the Security shall be and continue to be in full force and effect, unamended, and the Companies confirm the Security in all other respects.

7. Each of the Companies will do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions), and things as the Bank may reasonably request for the purpose of giving effect to this agreement.

8. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement, and the parties agree that facsimile or PDF signatures shall be deemed original signatures and that this agreement may be validly executed by electronically transmitted signatures.

9. This agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein. The parties agree that any action under or for the enforcement of this agreement may be brought in the courts of New Brunswick, and the parties attorn to the exclusive jurisdiction of those courts.

10. This agreement shall extend and enure to the benefit of and be binding upon the parties, their successors and assigns.

[The remainder of this page is intentionally left blank.]

EXECUTED effective upon the day and year noted on the first page of this Agreement.

THE BANK OF NOVA SCOTIA

By:______________________________
Name: Patti Davis
Title: Deputy Director, Credit Solutions

By:______________________________
Name: Brian Pike
Title: Senior Manager, Credit Solutions

ATCON HOLDINGS INC.

By:______________________________
Name:
Title:

ATCON GROUP INC.
By:______________________________
Name:
Title:

ATCON PLYWOOD INC.

By:______________________________
Name:
Title:

ATCON CONSTRUCTION INC.

By:______________________________
Name:
Title:

ENVIREM TECHNOLOGIES INC.
By:______________________________
Name:
Title:

TRAC INDUSTRIES LTD.
By:______________________________
Name:
Title:

ATCON VENEER PRODUCTS INC.

By:______________________________
Name:
Title:

ATCON MANAGEMENT SERVICES INC.

By:______________________________
Name:
Title:

ATCON CIVIL LTD.

By:______________________________
Name:
Title:

ASPEN ENVIRONMENTAL INC.

By:______________________________
Name:
Title:

ATCON PROPERTY HOLDINGS INC.

By:______________________________
Name:
Title:

DYCON CONSTRUCTION LTD.

By:______________________________
Name:
Title:

EXECUTED effective upon the day and year noted on the first page of this Agreement.

THE BANK OF NOVA SCOTIA

By:______________________
Name:
Title:

By:______________________
Name:
Title:

ATCON HOLDINGS INC.

By:______________________
Name: Robert Tozer
Title: President

ATCON GROUP INC.
By:______________________
Name: Robert Tozer
Title: President

ATCON PLYWOOD INC.

By:______________________
Name: Robert Tozer
Title: President

ATCON CONSTRUCTION INC.

By:______________________
Name: Robert Tozer
Title: President

ENVIREM TECHNOLOGIES INC.
By:______________________
Name: Robert Tozer
Title: President

TRAC INDUSTRIES LTD.
By:______________________
Name: Robert Tozer
Title: President

ATCON VENEER PRODUCTS INC.

By:______________________
Name: Robert Tozer
Title: President

ATCON MANAGEMENT SERVICES INC.

By:______________________
Name: Robert Tozer
Title: President

ATCON CIVIL LTD.

By:______________________
Name: Robert Tozer
Title: President

ASPEN ENVIRONMENTAL INC.

By:______________________
Name: Robert Tozer
Title: President

ATCON PROPERTY HOLDINGS INC.

By:______________________
Name: Robert Tozer
Title: President

DYCON CONSTRUCTION LTD.

By:______________________
Name: Robert Tozer
Title: President

ATCON LOGISTICS INC.

By: ____________________
Name: Robert Tozer
Title: President

ATCON INDUSTRIAL SERVICES INC.

By: ____________________
Name: Robert Tozer
Title: President

*01588/0081/1067161v7

SCHEDULE "A"

SUBORDINATE SECURITY

1. Credit Agreement made as of April 4, 2006 between Atcon Holdings Inc. as Borrower, Atcon Plywood Inc., Atcon Construction Inc., Envirem Technologies Inc., Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation), Trac Industries Ltd., Atcon Veneer Products Inc., Atcon Management Services Inc., Atcon Civil Ltd., Aspen Environmental Inc., Atcon Property Holdings Inc., Dycon Construction Ltd., and Atcon Logistics Inc. as "Obligors" as defined in the credit agreement, and MG Stratum Fund III, Limited Partnership ("MG") as Lender, as amended by Amending Agreement made as of November 7, 2006.

2. Credit Agreement made as of April 4, 2006 between Atcon Holdings Inc. as Borrower, Atcon Plywood Inc., Atcon Construction Inc., Envirem Technologies Inc., Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation), Trac Industries Ltd., Atcon Veneer Products Inc., Atcon Management Services Inc., Atcon Civil Ltd., Aspen Environmental Inc., Atcon Property Holdings Inc., Dycon Construction Ltd., and Atcon Logistics Inc. as "Obligors" as defined in the credit agreement, and Roynat Capital Inc. ("Roynat") as Lender, as amended by Amending Agreement dated as of November 7, 2006.

3. Postponement and Priority Agreement dated as of April 6, 2006 between MG, Roynat, Atcon Group Inc., Atcon Holdings Inc., Atcon Plywood Inc., Atcon Construction Inc. and Envirem Technologies Inc., Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation), Trac Industries Ltd., Atcon Veneer Products Inc., Atcon Management Services Inc., Atcon Civil Ltd., Aspen Environmental Inc., Atcon Structures Inc., Atcon Property Holdings Inc., Dycon Construction Ltd., Atcon Logistics Inc. and National Bank of Canada.

4. Acknowledgement and Postponement Agreement made as of April 6, 2006 between GE Canada Equipment Financing GP/Financement D'équipement GE Canada, S.E.N.C., MG and Roynat.

5. Acknowledgment and Postponement Agreement dated April 5, 2006 by Bank of Montreal in favour of MG and Roynat.

6. Acknowledgment and Postponement Agreement dated April 4, 2006 by Roynat Inc. in favour of MG and Roynat.

7. Acknowledgement and Postponement Agreement dated April 4, 2006 by Her Majesty the Queen in Right of the Province of New Brunswick, as represented by the Minister of Business New Brunswick in favour of MG and Roynat.

8. Acknowledgment and Postponement Agreement dated as of April 4, 2006 between Caterpillar Financial Services Limited, MG and Roynat.

9. Guarantee in respect of the obligations of Atcon Holdings Inc. in favour of MG by Atcon Group Inc., Atcon Plywood Inc., Atcon Construction Inc., Envirem Technologies Inc., Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation), Trac Industries Ltd., Atcon Management Services Inc., Atcon Civil Ltd., Aspen Environmental Inc., Atcon Property Holdings Inc., Dycon Construction Ltd., and Atcon Logistics Inc.

10. Guarantee dated as of April 4, 2006 in respect of the debts and obligations of Atcon Holdings Inc. in favour of MG and Roynat by Atcon Group Inc., Atcon Plywood Inc., Atcon Construction Inc., Envirem Technologies Inc., Arvin Machine Works Inc.(now known as Atcon Construction Inc. by virtue of amalgamation), Trac Industries Ltd., Atcon Management Services Inc., Atcon Civil Ltd., Aspen Environmental Inc., Atcon Property Holdings Inc., Dycon Construction Ltd., and Atcon Logistics Inc.

11. General Security and Moveable Hypothec Agreement dated as of April 4, 2006 between Atcon Holdings Inc., Atcon Group Inc., Atcon Plywood Inc., Atcon Construction Inc., Envirem Technologies Inc., Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation), Trac Industries Ltd., Atcon Veneer Products Inc., Atcon Management Services Inc., Atcon Civil Ltd., Aspen Environmental Inc., Atcon Property Holdings Inc., Dycon Construction Ltd. and Atcon Logistics Inc. in favour of MG.

12. General Security and Moveable Hypothec Agreement dated as of April 4, 2006 between Atcon Holdings Inc., Atcon Group Inc., Atcon Plywood Inc., Atcon Construction Inc., Envirem Technologies Inc., Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation), Trac Industries Ltd., Atcon Veneer Products Inc., Atcon Management Services Inc., Atcon Civil Ltd., Aspen Environmental Inc., Atcon Property Holdings Inc., Dycon Construction Ltd. and Atcon Logistics Inc. in favour of Roynat.

13. Securities Pledge Agreement dated as of April 4, 2006 between Atcon Group Inc., Atcon Holdings Inc., Atcon Construction Inc., Atcon Management Services Inc. in favour of MG.

14. Securities Pledge Agreement dated as of April 4, 2006 between Atcon Group Inc., Atcon Holdings Inc., Atcon Construction Inc., Atcon Management Services Inc. in favour of Roynat.

15. Power of Attorney to transfer shares (in blank) by Atcon Group Inc. in respect of Atcon Holdings Inc.

16. Power of Attorney to transfer shares (in blank) by Atcon Group Inc. in respect of OPI AB.

17. Power of Attorney to transfer shares (in blank) by Atcon Group Inc. in respect of Aspen Environmental Inc. (formerly known as 504040 NB Ltd.).

18. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Atcon Plywood Inc. (Certificate No. 15).

19. Power of Attorney to transfer shares (in blank) by Atcon Group Inc. in respect of Atcon Plywood Inc. (Certificate No. 16).

20. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Atcon Construction Inc.

21. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Envirem Technologies Inc.

22. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Arvin Machine Works Inc. (now known as Atcon Construction Inc.).

23. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Trac Industries Ltd.

24. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Atcon Veneer Products Inc.

25. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Atcon Management Services Inc.

26. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Atcon Civil Ltd.

27. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Atcon Property Holdings Inc.

28. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Dycon Construction Ltd.

29. Power of Attorney to transfer shares (in blank) by Atcon Holdings Inc. in respect of Atcon Logistecs Inc.

30. Power of Attorney to transfer shares (in blank) by Atcon Construction Inc. in respect of Brun-Way Construction Inc.

31. Power of Attorney to transfer shares (in blank) by Atcon Constuction Inc. in respect of Brun-Way Highways Operations Inc.

32. Power of Attorney to transfer shares (in blank) by Atcon Management Services Inc. (formerly Nelson Forest Products Inc.) in respect of Atcon Plywood Inc. (formerly 050818 NB Ltd.).

33. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Atcon Group Inc. in favour of MG and in respect of PID 40477259.

34. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Atcon Construction Inc. in favour of MG in respect of PIDs 40186561, 40181455, 40175069, 40179152, 40277774, 70245741, 10208858, 40450785 and 40179715.

35. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Envirem Technologies Inc. in favour of MG in respect of PIDs 40450389, 1483031, 40030413, 40450355, 75165480, 75246660, 75165209, 40406282, 40164311 and 15086259.

36. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Trac Industries Ltd. in favour of MG in respect of PID 40179798.

37. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Atcon Plywood Inc. in favour of MG in respect of PIDs 40221566, 40286700, 40221541, 40286692, 40221525, 40466021, 40218000, 40221384 and 40374282.

38. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation) in favour of MG in respect of PID 40206989.

39. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Atcon Management Services Inc. in favour of MG in respect of PIDs 40441917, 40204778, 40304487, 40304529, 40219941 and 40466039.

40. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Atcon Property Holdings Inc. in favour of MG in respect of PIDs 40095887 and 40165656.

41. Debenture and Pledge Agreement of Debenture dated April 1, 2006 by Atcon Group Inc. in favour of Roynat and in respect of PID 40477259.

42. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Atcon Construction Inc. in favour of Roynat in respect of PIDs 40186561, 40181455, 40175069, 40179152, 40277774, 70245741, 10208858, 40450785 and 40179715.

43. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Envirem Technologies Inc. in favour of Roynat in respect of PIDs 40450389,

1483031, 40030413, 40450355, 75165480, 75246660, 75165209, 40406282, 40164311 and 15086259.

44. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Trac Industries Ltd. in favour of Roynat in respect of PID 40179798.

45. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Atcon Plywood Inc. in favour of Roynat in respect of PIDs 40221566, 40286700, 40221541, 40286692, 40221525, 40466021, 40218000, 40221384 and 40374282.

46. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation) in favour of Roynat in respect of PID 40206989.

47. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Atcon Management Services Inc. in favour of Roynat in respect of PIDs 40441917, 40204778, 40304487, 40304529, 40219941 and 40466039.

48. Debenture and Pledge Agreement regarding Debenture dated April 1, 2006 by Atcon Property Holdings Inc. in favour of Roynat in respect of PIDs 40095887 and 40165656.

49. Accession Agreement dated as of November 7, 2006 by which Atcon Industrial Services Inc. acceded to the to the MG Credit Agreement, Guarantee, and GSA.

50. Accession Agreement dated as of November 7, 2006 by which Atcon Industrial Services Inc. acceded to the to the Roynat Credit Agreement, Guarantee, and GSA.

51. Irrevocable Direction to Pay by Atcon Construction Inc. to Brun-Way Construction Inc. in favour of MG and Roynat dated April 4, 2006.

52. Irrevocable Direction to Pay by Atcon Construction Inc. to Brun-Way Highway Operations Inc. in favour of MG and Roynat dated April 4, 2006.

Together with the following PPSA registrations made pursuant to the *Personal Property Security Act* (New Brunswick) in the personal property security registry:

Debtor(s)	Secured Party	Collateral/Document Description	Registration Number and Date/Expiry Date
Atcon Construction Inc., Atcon Property Holdings Inc., Atcon Plywood Inc., Atcon Management Services Inc., Dycon Construction Ltd., Atcon Group Inc., Atcon Holdings Inc., Envirem Technologies Inc., Atcon Industrial Services Inc., Atcon Veneer Products Inc., Trac Industries Ltd., Atcon Civil Ltd., Aspen Environmental and Atcon Logistics Inc.	MG Stratum Fund III Limited Partnership	All present and after-acquired personal property, excluding specific equipment.	13346861, filed on 2006-03-28, amended five times, expires 2016-03-28
Atcon Group Inc., Atcon Holdings Inc., Envirem Technologies Inc., Atcon Construction Inc., Atcon Logistics Inc. Atcon Industrial Services Inc., Atcon Property Holdings Inc., Atcon Plywood Inc., Atcon Veneer Products Inc., Atcon Management Services Inc., Trac Industries Ltd., Atcon Civil Ltd., Dycon Construction Ltd., and Aspen Environmental	RoyNat Capital Inc.	All present and after-acquired personal property excluding specified property.	13346960, filed 2006-03-28, amended five times, expires 2016-03-28.

SCHEDULE "B"

EXISTING SCOTIABANK SECURITY

1. General Security Agreement by Atcon Holdings Inc. in favour of The Bank of Nova Scotia dated May 29, 2006.

2. Guarantee by Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation) in respect of the obligations of Atcon Holdings Inc. to The Bank of Nova Scotia dated May 29, 2006.

3. General Security Agreement by Arvin Machine Works Inc. (now known as Atcon Construction Inc. by virtue of amalgamation) dated May 29, 2006 in favour of The Bank of Nova Scotia.

4. General Security Agreement by Atcon Construction Inc. in favour of The Bank of Nova Scotia dated May 29, 2006.

5. Guarantee by Atcon Construction Inc. in respect of the obligations of Atcon Holdings Inc. to The Bank of Nova Scotia dated May 29, 2006.

6. General Security Agreement by Envirem Technologies Inc. in favour of The Bank of Nova Scotia dated May 29, 2006.

7. Guarantee by Envirem Technologies Inc. in respect of the obligations of Atcon Holdings Inc. to The Bank of Nova Scotia dated May 29, 2006.

8. General Security Agreement by Atcon Management Services Inc. in favour of The Bank of Nova Scotia dated May 29, 2006.

9. Guarantee by Atcon Management Services Inc. in respect of the obligations of Atcon Holdings Inc. to The Bank of Nova Scotia dated May 29, 2006.

10. General Security Agreement by Atcon Management Services Inc. dated May 29, 2006 in favour of The Bank of Nova Scotia.

11. Guarantee by Atcon Plywood Inc. in respect of the obligations of Atcon Holdings Inc. to The Bank of Nova Scotia dated May 29, 2006.

12. General Security Agreement by Atcon Plywood Inc. dated May 29, 2006 in favour of The Bank of Nova Scotia.

13. Guarantee by Atcon Management Services Inc. in respect of the obligations of Atcon Holdings Inc. to The Bank of Nova Scotia dated May 29, 2006.

14. General Security Agreement by Atcon Management Services Inc. dated May 29, 2006 in favour of The Bank of Nova Scotia.

15. General Security Agreement by Trac Industries Ltd. in favour of The Bank of Nova Scotia dated May 29, 2006.

16. Guarantee by Trac Industries Ltd. in respect of the obligations of Atcon Holdings Inc. to The Bank of Nova Scotia dated May 29, 2006.

17. General Security Agreement by Atcon Veneer Products Inc. in favour of The Bank of Nova Scotia dated May 29, 2006.

18. Guarantee by Atcon Veneer Products Inc. in respect of the obligations of Atcon Holdings Inc. to The Bank of Nova Scotia dated May 29, 2006.

19. Collateral Mortgage by Atcon Construction Inc. in favour of The Bank of Nova Scotia dated May 23, 2006 in respect of PID 40186561.

20. Collateral Mortgage by Envirem Technologies Inc. in favour of The Bank of Nova Scotia dated May 23, 2006 in respect of PID 1483031.

21. Collateral Mortgage by Atcon Property Holdings Inc. in favour of The Bank of Nova Scotia dated May 23, 2006 in respect of PIDs 40204778, 40304487 and 40304529.

22. Collateral Mortgage by Atcon Property Holdings Inc. in favour of The Bank of Nova Scotia dated May 23, 2006 in respect of PID 20756318.

23. Guarantee dated May 29, 2007 by Atcon Industrial Services Inc. in respect of the obligations of Atcon Holdings Inc. to The Bank of Nova Scotia.

24. General Security Agreement by Atcon Industrial Services Inc. dated May 27, 2007 in favour of The Bank of Nova Scotia.

SCHEDULE "C"

McKENNA GALE
CAPITAL INC.

145 King Street West, Suite 1220
Toronto, Ontario M5H 1J8
Tel: (416) 364-8884
Fax: (416) 364-8444
www.mckennagale.com

June 19, 2009

Katrina Donovan
Atcon Holdings Inc.
626 Newcastle Blvd.
Miramichi, New Brunswick
E1V 2L3

Dear Katrina,

As requested, the prepayment amount for MG Stratum Fund III Limited Partnership's ("MGIII") share of the subordinated loan is as follows:

Facility A2
The amount at June 22, 2009 is $6,702,978.15. The per diem interest is $3,672.86.

Facility B
The amount at June 22, 2009 is $6,601,036.64. The per diem interest is $3,617.01

Funds must be received by MGIII no later than 2pm (EST) on the payout date; otherwise, an additional day's interest will be added.

Please note that all amounts above are subject to final verification by our Controller's Department upon receipt of the funds.

In addition to full repayment of MGIII's portion of the subordinated loan we also ask that Atcon pay for (i) legal fees of counsel to the subordinated lenders and (ii) an outstanding invoice due to McKenna Gale Capital for out of pocket expenses as a condition to assigning our security at closing. Copies of these invoices have been attached along with wiring instructions.

Yours truly,

Jeffrey A. Sujitno
Principal

SUMMARY OF EXPENSES

McCarthy Tetrault legal fees

December 23, 2008 invoice	$ 955.50
January 2009 to closing	$ 9,397.50
Total	$10,353.00

McKenna Gale Capital Inc.

May 13, 2009 invoice	$ 1,234.77

Barristers & Solicitors
Patent & Trade-mark Agents

McCarthy Tétrault

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto Dominion Bank Tower
Toronto ON M5K 1E6
Canada
Telephone: 416 362-1812
Facsimile: 416 868-0673
mccarthy.ca

VIA E-MAIL

McKenna Gale Capital Inc.
145 King Street West
Suite 1220
Toronto, Ontario
M5H 1J8

Invoice Ref.:	(Atcon) 115354-381978
G.S.T. Reg. No:	395088
Q.S.T. Reg. No:	1011234336
Date:	June 18, 2009

Attention: Jeffrey Sujitno, Vice President

McKenna Gale Capital
Reference: Atcon Construction - Amendment

For Professional Services Rendered

Fees:				$ 8,500.00
Disbursements:				$ 450.00
				$ 8,950.00
Goods and Services Tax:	Fees	$ 425.00		
	Disbursements	$ 22.50		$ 447.50
TOTAL DUE ON ABOVE-NOTED MATTER				$ 9,397.50

Terms: Payment upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at a rate of 4.3% per annum on unpaid fees, charges or disbursements.

This invoice may include charges relating to prior periods that were posted to your account after the preparation of previous invoice.

McCarthy Tétrault LLP DOCS #470112 v. 1

Vancouver, Calgary, Toronto, Ottawa, Montréal, Québec and London, England

WIRE TRANSFER INSTRUCTIONS FOR TD CANADA TRUST ACCOUNT ARE AS FOLLOWS:

ACCOUNT NAME: MCCARTHY TÉTRAULT LLP

BANK NAME: TD CANADA TRUST

BANK ADDRESS: 55 KING STREET WEST & BAY STREET, TORONTO, ONTARIO M5K 1A2

TRANSIT NUMBER: 10202

CANADIAN DOLLAR TRUST ACCOUNT NUMBER: 0690-0749457

US DOLLAR TRUST ACCOUNT NUMBER: 0690-7347937

Swift Code: TDOMCATTTOR

INTERMEDIARY BANK INFORMATION: **FOR WIRES FROM THE UNITED STATES WIRING US FUNDS ONLY:**

BANK OF AMERICA, 31 BROAD STREET, NEW YORK, NY 10015 USA

SWIFT #BOFAUS3N
ABA CODE: 026 009 593

IMPORTANT:

When making a direct deposit or wire into the above account please e-mail TOR-ACCREV@mccarthy.ca with payment details indicating Invoice Reference (Atcon Amendment 115354-381978), Client Matter Number (115354-381978) and Lawyer Name (Richard Higa)

Barristers & Solicitors
Patent & Trade-mark Agents

McCarthy Tétrault

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto Dominion Bank Tower
Toronto, Ontario
Canada M5K 1E6
Telephone: 416 362-1812
Facsimile: 416 868-0673
www.mccarthy.ca

McKenna Gale Capital Inc.
145 King Street West
Suite 1220
TORONTO, ON M5H 1J8

Attention: Jeffrey A. Sujitno
Vice President

Invoice N°:	2293367
G.S.T. Reg. N°:	116532839
Q.S.T. Reg. N°:	1011234336
Date:	December 23, 2008

McKenna Gale Capital Inc.
Reference: Atcon Construction - Amendment
115354-381978

To Professional Services Rendered during the period Date: 10/15/08 to 12/15/08				$	910.00
Disbursements:	Non-Taxable	$	0.00		
	Taxable	$	0.00	$	0.00
				$	910.00
Goods & Services Tax:	Fees	$	45.50		
	Disbursements	$	0.00	$	45.50
TOTAL DUE ON ABOVE-NOTED MATTER				$	955.50

McKENNA GALE
CAPITAL INC.

145 King Street West, Suite 1220
Toronto, Ontario M5H 1J8
Tel: 416-364-8884
Fax: 416-364-8444
www.mckennagale.com

May 13, 2009

Atcon Group
626 Newcastle Boulevard
Miramichi, NB E1V 2L3

Attention: Katrina Donovan, VP Finance & Administration

INVOICE

TO: Out of pocket expenses incurred by McKenna Gale Capital Inc. relating to Jeff Sujitmo's attendance at the December 2008 Board Meeting of Atcon Group.

	Cdn$
Airfare	$1,011.28
Car Rental & Parking	$164.69
	Cdn$1,175.97
GST @ 5%	$58.80
	Cdn$1,234.77

GST Number: 885156703

Kindly make payment to
McKenna Gale Capital Inc.
by cheque or wire.
Wiring Instructions attached.

Thank you.

Roynat> CAPITAL

PRIVATE AND CONFIDENTIAL

June 19, 2009

Atcon Holdings Inc.
626 Newcastle Boulevard
Miramichi, New Brunswick
E1V 2L3

Attention: Ms. Katrina Donovan, CA, CBV
VP Finance & Administration

Re: Payout Amounts

Dear Katrina:

As requested the payout amounts for Roynat Capital Inc. 's (Roynat) share of the subordinated debt is as follows:

Account 9041-002 – Facility B
The amount due on June 22, 2009 is $3,960,616.40. The per diem is $2,170.20.

Account 9041-003 – Facility A2
The amount due on June 22, 2009 is $3,997,470.20. The per diem is $2,190.39.

Funds must be received by Roynat no later than 2pm (EST) on the payout date; otherwise an additional day's interest will be due.

The above amounts are subject to final verification upon receipt of the funds.

In addition to full repayment of Roynat's portion of the subordinated loans we also require confirmation of payment of all legal fees of counsel to the subordinated lenders. Our wiring instructions are attached.

Any legal fees will be for your account.

Yours truly,

John R. Maxwell, CA
Director, Atlantic Canada