APPENDIX "A"

B103015210

Bolagsverket
Swedish Companies Registration Office

CERTIFICATE OF REGISTRATION

Registration number:	556159-8078
Date of registration:	1972-03-06
Company name:	OPI Aktiebolag
Address:	Box 127 548 22 HOVA
Registered office:	Gullspång
Share capital:	SEK 200 000

BOLAGSVERKET SWEDISH COMPANIES REGISTRATION OFFICE

The company is registered as a private limited liability company

BOARD MEMBER, CHAIRMAN OF THE BOARD
550809 Tozer, Robert William, 626 New Castle Blvd. EIV2L3, MIRAMICHI NB, KANADA

BOARD MEMBERS
591002-5096 Carlström, Sven Arne, Flenstad, 547 92 GULLSPÅNG

DEPUTY MEMBERS OF THE BOARD
590725-4832 Bullarbo, Bo Dan Peter, Rappedalsvägen 11 F, 424 68 ANGERED

AUDITORS
580414-6610 Evaldsson, Hans Torbjörn, Lindebergs Grant Thornton AB, Box 504, 701 50 ÖREBRO
560524-1016 Lindholm, Kent Åke, c/o Lindebergs Grant Thornton, Box 2230, 403 14 GÖTEBORG

SIGNATORY POWER
The board of directors is entitled to sign on behalf of the company.

FINANCIAL YEAR
Registered financial year: 0201 - 0131
Latest annual report submitted covers financial period 20080201-20090131

DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES
1991-12-06 OPI Aktiebolag
1972-03-06 Rahms Snickeri & Trävaru Aktiebolag

CONTD.

B103015210

Bolagsverket
Swedish Companies Registration Office

CERTIFICATE OF REGISTRATION

Registration number: 556159-8078

Date of registration: 1972-03-06

Company name: OPI Aktiebolag

SUNDSVALL 2010-03-22
Ex officio

Anna-Karin Östin

BOLAGSVERKET
SWEDISH COMPANIES REGISTRATION OFFICE

B103015210

Bolagsverket
Swedish Companies Registration Office

CERTIFICATE OF REGISTRATION

Registration number: 556217-0349

Date of registration: 1982-05-05

Company name: Vänerply Aktiebolag

Address:

547 81 OTTERBÄCKEN

Registered office: Gullspång

Share capital: SEK 2 000 000

BOLAGSVERKET SWEDISH COMPANIES REGISTRATION OFFICE

The company is registered as a private limited liability company

BOARD MEMBER, CHAIRMAN OF THE BOARD
550809 Tozer, Robert William, 626 Newcastle Blvd. EIV2L3, MIRAMICHI NB, KANADA

BOARD MEMBERS
420620 Graham, Alan Robert, 26 Centennial Ave West, E4W-1X8 Rexton, NEW BRUNSWICK, KANADA
860110-0533 Högberg, Aron Franz Lennart Kardéus, Sörgården 12 Gunnarstorp, 547 92 GULLSPÅNG
Employee representative
640404-5913 Vedin, Keijo Mikael, Notvägen 9, 547 72 OTTERBÄCKEN
Employee representative

DEPUTY MEMBER OF THE BOARD, MANAGING DIRECTOR
510121-5993 Persson, Leo Bonny, Kyrkogatan 27 B, 542 30 MARIESTAD

OTHER PERSONS AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY
591002-5096 Carlström, Sven Arne, Flenstad, 547 92 GULLSPÅNG

AUDITORS
580414-6610 Evaldsson, Hans Torbjörn, Lindebergs Grant Thornton AB, Box 504, 701 50 ÖREBRO
560524-1016 Lindholm, Kent Åke, c/o Lindebergs Grant Thornton, Box 2230, 403 14 GÖTEBORG

SIGNATORY POWER
In addition to the board of directors,
Tozer, Robert William
alone,

or
Carlström, Sven Arne

CONTD.

B103015210

Bolagsverket
Swedish Companies Registration Office

CERTIFICATE OF REGISTRATION

Registration number: 556217-0349

Date of registration: 1982-05-05

Company name: Vänerply Aktiebolag

in combination with
Persson, Leo Bonny

are entitled to sign on behalf of the company.

Furthermore, the Managing Director, in his normal business activities, is also entitled to sign on behalf of the company.

FINANCIAL YEAR
Registered financial year: 0201 - 0131
Latest annual report submitted covers financial period 20080201-20090131

DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES
1982-05-05 Vänerply Aktiebolag

SUNDSVALL 2010-03-22
Ex officio

Anna-Karin Östin

BOLAGSVERKET
COMPANIES REGISTRATION OFFICE

APPENDIX “B”

Court File No. N/M/17/10

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL DISTRICT OF MIRAMICHI

IN THE MATTER OF THE RECEIVERSHIP OF:

ATCON GROUP INC., ATCON HOLDINGS INC., ATCON PROPERTY HOLDINGS INC., ATCON VENEER PRODUCTS INC., ATCON LOGISTICS INC., ATCON CONSTRUCTION INC., ATCON MANAGEMENT SERVICES INC., ATCON CIVIL LTD., DYCON CONSTRUCTION LTD., ATCON STRUCTURES INC. AND ENVIREM TECHNOLOGIES INC.

PURSUANT TO Section 33 of The *Judicature Act,* R.S.N.B. 1973, Ch. J-2, Rule 41, Rules of Court, New Brunswick and Section 243 of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3

BETWEEN:

THE BANK OF NOVA SCOTIA, a Canadian chartered bank with a registered office in the City of Saint John, Province of New Brunswick

APPLICANT

- and –

ATCON GROUP INC., ATCON HOLDINGS INC., ATCON PROPERTY HOLDINGS INC., ATCON VENEER PRODUCTS INC., ATCON LOGISTICS INC., ATCON CONSTRUCTION INC., ATCON MANAGEMENT SERVICES INC., ATCON CIVIL LTD., DYCON CONSTRUCTION LTD., ATCON STRUCTURES INC. AND ENVIREM TECHNOLOGIES INC., all of which are carrying on business in the Province of New Brunswick

RESPONDENTS

TWELFTH REPORT OF THE RECEIVER
(OPI SHARES)
November 17, 2010

INTRODUCTION AND PURPOSE

1. In connection with the applications of The Bank of Nova Scotia (the "**Bank**") pursuant to section 33 of the *Judicature Act* (New Brunswick), Rule 41 of the Rules of Court of New Brunswick, and section 243 of the *Bankruptcy and Insolvency Act* (Canada) that were heard by The Honourable Mr. Justice Riordon of the Court of Queen's Bench of New Brunswick on March 1, 2010 and March 30, 2010, Ernst & Young Inc. ("**EYI**") was respectively appointed as receiver and receiver manager (the "**Receiver**") of the property, assets and undertakings of:

   (a) Atcon Group Inc. ("**Atcon Group**"), Atcon Holdings Inc., Atcon Property Holdings Inc., Atcon Veneer Products Inc. and Atcon Logistics Inc. pursuant to the Receivership Order dated March 2, 2010 (the "**March 2 Order**"); and

   (b) Atcon Construction Inc., Atcon Management Services Inc., Atcon Civil Ltd., Dycon Construction Ltd., Atcon Structures Inc. and Envirem Technologies Inc. (now known as 058545 N.B. Inc.) pursuant to an Order dated March 30, 2010 (the "**March 30 Order**", and the March 30 Order together with the March 2 Order, the "**Receivership Order**").

2. The Receivership Order, among other things:

   (a) authorizes and empowers the Receiver to:

      (i) take possession and control of the Property;

      (ii) receive, preserve and protect the Property, or any parts thereof;

      (iii) market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

      (iv) sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this

Court in respect of any transaction in which the purchase price exceeds $100,000 or the aggregate purchase price of all transactions less than $100,000 exceeds $1,000,000;

(v) exercise any shareholder rights which any of the Respondents may have;

(vi) take any steps reasonably incidental to the exercise of the powers under the Receivership Order;

(b) requires each of the Respondents, all of their current and former directors, officers, legal counsel and shareholders, among others, to forthwith advise the Receiver of the existence of any Property in such Person's possession or control, grant immediate and continued access to the Property to the Receiver, and deliver all such Property to the Receiver upon the Receiver's request; and

(c) requires all Persons to forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business and affairs of any of the Respondents.

3. The purpose of this Twelfth Report is to report to this Honourable Court on matters relating to OPI (as defined below) and Vanerply (as defined below) and request that this Honourable Court grant an Order:

(a) declaring that:

(i) Atcon Group is the owner of all of the issued and outstanding shares of OPI;

(ii) the only physical share certificates received by Atcon Group with respect to OPI were the December 2000 Share Certificates (as defined below), and no share certificates were physically created and issued to or received by Atcon Group or any other person with respect to the November 2003 Share Issuance (as defined below);

(b) directing that Mr. Robert Tozer and all existing and former officers and directors of any of the Respondents and all other persons render such assistance as the Receiver may request in connection with Atcon Group's shareholdings in OPI, the Receiver's efforts in connection with the sale of the OPI shareholdings, and Atcon Group's interests in Vanerply; and

(c) seeking the aid and assistance of the courts and administrative or regulatory tribunals or authorities in Sweden in connection with possession, control and sale of the OPI shareholdings and Atcon Group's interests in Vanerply by the Receiver.

TERMS OF REFERENCE

4. In preparing this Twelfth Report, the Receiver has been provided with, and has relied upon unaudited historical financial statements, other unaudited financial information and projections prepared by the Respondents, the books and records of the Respondents, discussions with the management and employees of the Respondents, and other information from various sources. The Receiver has assumed that the information it has been provided is accurate and complete. The Receiver did not audit, review or otherwise attempt to verify the accuracy or completeness of the information. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to the information presented in this Twelfth Report or relied upon by the Receiver in preparing this Twelfth Report. Further, the nature of the Receiver's work completed in these proceedings will not necessarily disclose errors, misstatements, irregularities or illegal acts, if such exist, on the part of the Respondents, or its officers or employees or in the information.

5. All references to monetary amounts in this Twelfth Report are in Canadian dollars unless otherwise noted.

6. Capitalized terms not defined in this Twelfth Report are as defined in the Receivership Order.

7. Copies of Court materials in these proceedings may be obtained from the Receiver's website established in connection with the Respondents (www.ey.com/ca/atcon).

OPI and VANERPLY

Background

8. As has been previously disclosed to this Honourable Court, the Atcon group of companies includes two (2) Swedish subsidiaries, OPI AB ("**OPI**") and Vanerply AB ("**Vanerply**"). The Receiver has confirmed, based on information its Swedish counsel has obtained from documents and information filed with the Sweden Companies Registration Office, among other sources, that

   (a) OPI is a Swedish corporation that is registered with the Sweden Companies Registration Office with registration number 556159-8078; and

   (b) Vanerply is a Swedish corporation that is registered with the Sweden Companies Registration Office with registration number 556217-0349.

9. With respect to the businesses and operations of OPI and Vanerply, the Receiver understands that OPI operated primarily as a holding company, with its primary asset being the shares of Vanerply.

10. Vanerply is a manufacturer and distributor of plywood, including flooring plywood, roofing plywood and drywall plywood, for the domestic Swedish market as well as the export market.

11. The Receiver's Swedish counsel has reviewed the share register for Vanerply and has confirmed to the Receiver that OPI is the owner of all of the issued and outstanding shares of Vanerply. As a result, the Receiver understands that Vanerply is a wholly-owned direct subsidiary of OPI.

12. Following EYI's appointment as Receiver in these proceedings, the Receiver attempted to locate and take possession of the OPI share register. Notwithstanding the Receiver's efforts and the efforts of its Swedish counsel and the Swedish auditors of OPI, the Receiver has been unable to locate the OPI share register.

13. Based on the information and documentation available to the Receiver, including OPI's 2009/2010 Annual Report for the period ending January 31, 2010, information and assistance provided by certain former employees of the Atcon group of companies, OPI's Swedish auditors, the Receiver's Swedish counsel, and the Bank and its counsel, it appears that there are 2,000 issued and outstanding shares of OPI.

December 2000 Share Certificates

14. The Receiver understands that on December 15, 2000, 504040 N.B. Ltd. acquired all of the issued shares of OPI, which represented 1,000 share certificates numbered 1-1,000 (the "**December 2000 Share Certificates**"). Copies of the December 2000 Share Certificates are attached hereto as **Appendix "A"**.

15. The Receiver understands, based on information obtained from the Service New Brunswick Corporate Affairs Registry Database, that 504040 N.B. Ltd. is a predecessor of Atcon Group by way of amalgamation.[1]

16. The December 2000 Share Certificates were pledged to the Bank as security for the obligations of Atcon Group to the Bank. Attached as **Appendix "B"** are copies of: (i) a securities pledge agreement dated June 30, 2009 in favour of the Bank; (ii) a securities pledge agreement dated April 4, 2006 in favour of MG Stratum Fund III, Limited Partnership ("**MG Stratum**"); (iii) a securities pledge agreement dated April 4, 2006 in favour of Roynat Capital Inc. ("**Roynat**") (collectively, the "**Pledge Agreements**"); and (iv) an assignment of credit agreements, loans and security dated June 30, 2009 whereby MG Stratum and Roynat assigned their respective Pledge Agreements to the Bank.

17. The Receiver understands that it was the intention of the Bank, MG Stratum and Roynat that all of the shares of OPI would be pledged to the Bank, MG Stratum and Roynat, as security for the obligations of Atcon Group and its predecessors and that Atcon Group represented to the Bank, MG Stratum and Roynat that it was the owner of all of the

[1] 504040 N.B. Ltd. (Reference Number 504040) is a corporation that was governed by the New Brunswick *Business Corporations Act* and was incorporated on February 18, 1997. 504040 N.B. Ltd. changed its name to Atcon Group Inc. (Reference Number 504040) effective as of January 31, 2003. On December 3, 2004, Atcon Group Inc. (Reference Number 504040) amalgamated with Eastwood Furniture Inc. to become Atcon Group, a Respondent in these proceedings.

issued and outstanding shares of OPI and that they had pledged all such issued shares to the Bank, MG Stratum and Roynat.

18. The Bank has confirmed to the Receiver that the Bank continues to hold the December 2000 Share Certificates in connection with the Pledge Agreements.

November 2003 Share Issuance

19. The Receiver has been informed that, according to documents filed with the Sweden Companies Registration Office and dated November 3, 2003, certain of which were signed by Mr. Tozer on behalf of OPI and Atcon Group, 1,000 additional shares of OPI were issued to Atcon Group on November 3, 2003 (the "**November 2003 Share Issuance**"). Attached hereto as **Appendix "C"** are copies of a Proposal by the Board to Decide About New Share Issue, Agreement for Set-Off, Extra General Meeting Minutes, Report by the Board, and Subscription List, each dated November 3, 2003 (the "**November 2003 Share Issuance Documents**").

20. According to the November 2003 Share Issuances Documents, the additional 1,000 shares of OPI that were issued to Atcon Group were issued for a subscription price of approximately 10,850,000 Swedish Krona, which, under current exchange rates, represents approximately CDN$1,590,000.

21. The Receiver has reviewed the books and records of Atcon Group and has consulted with former employees of the Respondents, Swedish counsel to the Receiver, the Bank and its counsel, Roynat, the Province of New Brunswick and OPI's auditors, among others. The Receiver reports that there is no evidence that physical share certificates were created and issued to Atcon Group in respect of the November 2003 Share Issuance. Additionally, there is no evidence that Atcon Group has transferred its interest in the 1,000 shares of OPI acquired in connection with the November 2003 Share Issuance.

Corporate Governance Steps

22. At the time of the commencement of these proceedings, the Receiver understood that the board of directors of OPI consisted of two (2) directors, Mr. Tozer and Mr. Arne Carlström. Following its appointment, the Receiver was contacted by Vanerply's

management and OPI and Vanerply's Swedish auditor to discuss the status of Atcon Group, being the ultimate parent company of OPI and Vanerply.

23. During such discussions, Vanerply management and the auditor informed the Receiver that Vanerply's customers and suppliers were aware of the insolvency proceedings relating to Atcon Group and were concerned regarding the potential risks they faced in continuing a relationship with Vanerply in the future. The Receiver was informed that Vanerply had entered into negotiations with log suppliers for supply to be delivered from August to December 2010, and that the negative impact on Vanerply's business could be severe and immediate in the event such suppliers did not supply logs to Vanerply, or could have a negative impact on the business in the future if the costs for such logs were increased, as a result of any concern by the suppliers over the status of Vanerply's ultimate parent, Atcon Group.

24. Based on advice received from Vanerply management and the auditor, and based on the fact that Mr. Tozer did not take certain steps requested by EYI as Monitor in the *Companies' Creditors Arrangement Act* proceedings of certain Atcon companies relating to efforts to stabilize the operations of OPI and Vanerply, that to ensure that OPI and Vanerply had functioning and operating boards of directors that were solely focused on preserving and enhancing the value of the Vanerply business and were separate and apart from Atcon Group and this receivership proceeding, the Receiver concluded that would be preferable for Mr. Tozer to resign from the boards of directors of OPI and Vanerply and as an authorized signatory for both OPI and Vanerply.

25. In a letter dated March 24, 2010 from Borden Ladner Gervais LLP ("**BLG**"), counsel to the Receiver, to Mr. James Mockler, counsel to Mr. Tozer (the "**March 24 Letter**"), BLG informed Mr. Mockler that immediate corporate governance steps for OPI and Vanerply were required to reassure potential purchasers, customers, suppliers and other interested parties of the stability of the Vanerply business, and to prevent any potential erosion of the value of the Vanerply business. The Receiver suggested that Mr. Tozer resign from the boards of directors of OPI and Vanerply and as an authorized signatory

for both OPI and Vanerply, and attached draft resignation documents to the March 24 Letter. Attached hereto as **Appendix "D"** is a copy of the March 24 Letter.

26. As set out in the March 24 Letter, the matter regarding the corporate governance status of OPI and Vanerply was time sensitive. As a result, the Receiver informed Mr. Tozer that, in the event that the Receiver did not receive the executed resignation letters from Mr. Tozer attached thereto by the close of business on March 24, 2010, it would have no other alternative than to seek the removal of Mr. Tozer as director and signing authority for OPI and Vanerply in accordance with the power and authorization provided to the Receiver by this Honourable Court in the Receivership Proceeding pursuant to subparagraph 3(l) of the Receivership Order to exercise any of Atcon Group's shareholder rights.

27. The Receiver did not receive the resignations of Mr. Tozer from the boards of directors of OPI and Vanerply in accordance with the timeline for receipt set out in the March 24 Letter. As a result, on March 25, 2010, general meetings of OPI and Vanerply were convened and during such meetings Mr. Tozer was removed from the boards of directors of OPI and Vanerply.

Potential Sale of OPI and Vanerply

28. The Receiver understands that, beginning in October 2009, the Atcon group of companies under the leadership of Mr. Tozer began to consider and to explore the prospect of the sale of Vanerply through the disposition by Atcon Group of its shareholdings in OPI. In that regards, Grant Thornton Sweden AB ("**Grant Thornton**") was engaged by Atcon Holdings Inc. to undertake a marketing and sales process for the sale of Vanerply as a going concern.

29. Since the commencement of these proceedings relating to Atcon Group, Grant Thornton, along with the directors of OPI and Vanerply, their professional advisors and in consultation with the Receiver, have continued their efforts to find a going concern buyer for the Vanerply business through the sale of the shares of OPI. The Receiver understands that, pursuant to the terms of the Receivership Order, any sale of Atcon

Group's shareholdings of OPI is subject to the approval of this Honourable Court after appropriate notice to all affected persons.

30. The Receiver's ability to make progress with respect to the sale of the shares of OPI and hence the sale of Vanerply as a going concern has been affected by questions with respect to the shareholdings of OPI, which was brought to the Receiver's attention during the course of the Vanerply/OPI due diligence and sale process in June 2010.

Requests for Information

31. As a result of the information contained in the November 2003 Share Issuance Documents, in a letter dated June 29, 2010 to Mr. Mockler, BLG requested, on behalf of the Receiver, that Mr. Tozer confirm, by the close of business on Wednesday June 30, 2010, whether physical OPI common share certificates were created and issued to Atcon Group in connection with the November 2003 Share Issuance, and if so, arrange for the delivery of such share certificates to the Receiver. Attached hereto as **Appendix "E"** is a copy of the letter dated June 29, 2010 (the "**June 29 Letter**").

32. The Receiver's request in the June 29 Letter was made in accordance with paragraphs 4 and 5 of the Receivership Order, which require Mr. Tozer, as a director, officer and shareholder of Atcon Group, to forthwith advise the Receiver of the existence of any:

(a) Property in Mr. Tozer's possession or control, grant immediate and continued access to the Property to the Receiver, and deliver all such Property to the Receiver upon the Receiver's request; and

(b) books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business and affairs of any of the Respondents.

33. On July 5, 2010, BLG had a discussion with Mr. Mockler in connection with OPI. During that discussion, Mr. Mockler indicated that Mr. Tozer would only provide information to the Receiver with respect to Atcon Group's shareholdings in OPI in response to the June 29 Letter if the Receiver confirmed that Mr. Tozer was entitled to

the cash surrender value of a life insurance policy, estimated at approximately $280,000, wherein Mr. Tozer was the insured and Atcon Group was the beneficiary.

34. As set out in the Eleventh Report of the Receiver dated November 17, 2010, the Receiver is of the view that the cash surrender value of the life insurance policy is Property of Atcon Group subject to the Receivership Order and is to be realized by the Receiver for the benefit of Atcon Group's stakeholders. As a result, the Receiver has not acceded to Mr. Tozer's request for payment of the cash surrender value, and as of the date of this Twelfth Report, the Receiver has not been able to confirm whether an additional 1,000 OPI share certificates were physically created and issued to Atcon Group on or after November 3, 2003 in connection with the November 2003 Share Issuance.

35. It is the Receiver's view that Mr. Tozer may have and should have information as to whether an additional 1,000 OPI share certificates were physically created and issued to Atcon Group, as he was the director, officer and shareholder of Atcon Group and director and signing authority of OPI. To date, Mr. Tozer has not provided the information requested by the Receiver in connection with the Property of Atcon Group, notwithstanding the provisions of the Receivership Order.

36. In light of the information available to the Receiver and summarized in this Twelfth Report, the lack of information provided by Mr. Tozer, the importance to the possible sale of OPI and Vanerply for the benefit of the estate, the Receiver respectfully requests the relief described in paragraph 3 of this Twelfth Report to the Court.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 17th day of November, 2010

ERNST & YOUNG INC.
in its capacity as the Court-appointed
Receiver of the Respondents and not in its
personal or corporate capacity

By:

Paul D. Hickey, CA•CIRP
Senior Vice President

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APPENDIX “C”

Court File No. N/M/17/10

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF MIRAMICHI

IN THE MATTER OF THE RECEIVERSHIP OF:

ATCON GROUP INC., ATCON HOLDINGS INC., ATCON PROPERTY HOLDINGS INC., ATCON VENEER PRODUCTS INC., ATCON LOGISTICS INC., ATCON CONSTRUCTION INC., ATCON MANAGEMENT SERVICES INC., ATCON CIVIL LTD., DYCON CONSTRUCTION LTD., ATCON STRUCTURES INC. AND ENVIREM TECHNOLOGIES INC.

PURSUANT TO Section 33 of The *Judicature Act,* R.S.N.B. 1973, Ch. J-2, Rule 41, Rules of Court, New Brunswick and Section 243 of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3

BETWEEN:

THE BANK OF NOVA SCOTIA, a Canadian chartered bank with a registered office in the City of Saint John, Province of New Brunswick

APPLICANT

- and –

ATCON GROUP INC., ATCON HOLDINGS INC., ATCON PROPERTY HOLDINGS INC., ATCON VENEER PRODUCTS INC., ATCON LOGISTICS INC., ATCON CONSTRUCTION INC., ATCON MANAGEMENT SERVICES INC., ATCON CIVIL LTD., DYCON CONSTRUCTION LTD., ATCON STRUCTURES INC. AND ENVIREM TECHNOLOGIES INC., all of which are carrying on business in the Province of New Brunswick

RESPONDENTS

ORDER

THIS MOTION, made by Ernst & Young Inc. in its capacity as Court-appointed receiver and receiver manager of the property, assets and undertakings of the Respondents (the

18 March 2011

"**Receiver**") for an Order, *inter alia*, declaring that Atcon Group Inc. ("**Atcon Group**") is the owner of all issued and outstanding shares of OPI AB, a Swedish corporation ("**OPI**"), was heard this day at 673 King George Highway, Miramichi, New Brunswick.

ON READING the Receiver's Notice of Motion dated November 18, 2010, the Eleventh Report of the Receiver dated November 17, 2010 and all the appendices attached thereto (the "**Eleventh Report**"), the Twelfth Report of the Receiver dated November 17, 2010 and all the appendices attached thereto (the "**Twelfth Report**"), the Supplement to the Eleventh Report of the Receiver and the Twelfth Report of the Receiver dated February 28, 2011 and all the appendices attached thereto (the "**First Supplemental Report**"), the Second Supplement to the Eleventh Report of the Receiver and the Twelfth Report of the Receiver dated March 7, 2011 and all the appendices attached thereto (the "**Second Supplemental Report**"), the Third Supplement to the Eleventh Report of the Receiver and the Twelfth Report of the Receiver dated March 14, 2011 and all the appendices attached thereto (the "**Third Supplemental Report**"), the Supplemental Affidavit of Jane MacEachern sworn March 7, 2011, the Affidavit of Robert W. Tozer sworn March 1, 2011, the Affidavit of Dana Waye sworn February 25, 2011, the Affidavit of James L. Mockler sworn February 25, 2011, the Affidavit of Hal Raper sworn March 1, 2011 and the Affidavit of Joe Daley sworn February 28, 2011, and on hearing the submissions of counsel for the Receiver, Mr. Robert W. Tozer, The Bank of Nova Scotia, the Province of New Brunswick and such other counsel in attendance,

1. **THIS COURT ORDERS** that the time for service of the Receiver's Notice of Motion, the Eleventh Report, the Twelfth Report, the First Supplemental Report, the Second Supplemental Report, the Third Supplemental Report and the Record on Motion shall be and is hereby abridged and validated so that the motion is properly returnable today, and that any further service thereof is hereby dispensed with.

2. **THIS COURT ORDERS AND DECLARES THAT:**

   (a) Atcon Group is the owner of all of the issued and outstanding shares of OPI;

   (b) the only physical share certificates received by Atcon Group with respect to OPI were share certificates numbered 1-1,000 that were acquired by a predecessor of

JWR
18 March 2011

Atcon Group on December 15, 2000, copies of which are attached as Appendix "A" to the Twelfth Report; and

(c) no share certificates were physically created and issued to or received by Atcon Group or any other person with respect to the issuance of 1,000 OPI shares to Atcon Group pursuant to OPI corporate documents dated November 3, 2003, copies of which are attached as Appendix "C" to the Twelfth Report.

3. **THIS COURT ORDERS** that Mr. Robert W. Tozer and all existing and former officers and directors of any of the Respondents and all other persons are hereby directed to render such assistance as the Receiver may request in connection with Atcon Group's shareholdings in OPI, the Receiver's efforts in connection with the sale of the OPI shareholdings, and Atcon Group's interests in Vanerply AB, a Swedish corporation ("**Vanerply**").

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Sweden to give effect to this Order and to assist the Receiver and its agents and representatives in carrying out the terms of this Order. All courts, tribunals, regulatory or administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, an officer of the Court, and its agents and representatives as may be necessary or desirable to give effect to this Order and to assist the Receiver and its agents and representatives in connection with any matters relating to the possession, control and sale of the OPI shareholdings and Atcon Group's interests in Vanerply by the Receiver.

5. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body having jurisdiction in Sweden for the recognition of this Order and for assistance in carrying out the terms of this Order.

18 March 2011

Dated at Miramichi, New Brunswick, this 18th day of March, 2011.

Thomas W. Riordon
Judge of the Court of Queen's Bench of
New Brunswick

::ODMA\PCDOCS\TOR01\4503098\2

APPENDIX "D"

Engagement letter regarding the sale of shares in

Vänerply AB

19 October 2009

Grant Thornton

Grant Thornton Sweden AB
Sveavägen 20
Box 7623
SE-103 94 STOCKHOLM
Tele 08 - 5630 70 00
Fax 08 - 5630 70 04

WWW: www.grantthornton.se
Org.nr. 556356-9382
Styrelsens säte: Stockholm

Stockholm 19 October 2009

Tony Gogan
Grant Thornton LLP
4th Floor, Brunswick House, 44 Chipman Hill
Saint John, NB E2L 2A9

Introduction

Grant Thornton Sweden AB ("Grant Thornton") has been contacted by Tony Gogan at Grant Thornton LLP regarding the consultancy services relating to the planned change in ownership of Vänerply AB. This letter represents our offer for such services.

The Client is Atcon Holdings Inc. ("the Client").

Once accepted by the Client, this proposal constitutes the agreement between the Client and Grant Thornton wherein the rights and obligations of the parties are settled.

Background

Vänerply is Sweden´s largest manufacturer of plywood, and one of the leading producers in Europe. The capacity of the factory in Otterbäcken is 105,000 cubic metres.

Vänerply is a subsidiary company to OPI AB. OPI AB is owned by Atcon Holdings Inc. in Canada, which is an audit client of Grant Thornton LLP. Tony Gogan, Partner at Grant Thornton LLP Specialist Advisory Services has contacted Grant Thornton in Sweden to assist in the transaction and sale of the shares in Vänerply.

Scope of Work

Our scope of work consists of five phases, which will be planned along with the Board of Directors during all parts. Planning consists of information gathering and follow-up.

1. Preliminary sale activities
   An initial meeting, information gathering and a brief anonymous summary presentation of the Company ("Teaser") is distributed to parties deemed of interest by Grant Thornton and the Client.

   Timing
   The time required to complete phase 1 is estimated at 25 consultant hours. The Teaser is expected to be completed in week 45.

2. Written business presentation
   A "revised" Information memorandum ("IM") or a company presentation is written partly based on results of previous work. The information used in the IM is controlled by and based on information provided by Vänerply AB The final IM is approved by the Client. An IM generally covers the following areas:

   Background, including proposed deal structure
   Owners
   Organisation
   Products/services & customers
   Financial status
   Budget and forecasts
   Summary

   Phase 2 includes a proofreading and two review meetings.

   Timing
   The time required to complete phase 2 is estimated to be between 40 to 50 consultant hours. A member of the Grant Thornton team will work together

with the Client to prepare the IM. The Client will provide the basic presentation in accordance with the agreed upon structure. Grant Thornton is expected to complete work on phase 2 by end of week 47.

3. Shortlist
   Grant Thornton and the Client will compile a list of candidates for further contact to determine purchase interest. Grant Thornton will contact parties on the shortlist estimated to number between 4 to 6 companies.

   Timing
   The duration of phase 3 is expected to be two weeks. Phase 3 is expected to be completed by end of week 47.

4. Presentation and sales process
   Candidates who indicate interest will provide written notice including an indicative bid and how such bid is to be financed. Meetings are arranged with potential candidates to obtain a signed letter of intent to purchase.

   Timing
   The duration of phase 4 is difficult to predict, but is estimated to be between one and four months.

5. Implementation
   Grant Thornton will act as an advisor to the Client during negotiations with the counterparty/prospective purchaser. Grant Thornton will assist, as needed, with issues including presentations of financial, structural and corporate issues and will participate in other areas of the negotiations as required.

   Timing
   The duration of phase 5 is estimated to be between one and four months.

The above timing is an estimated and based on a planned closing occurring in January/February. Delays in deliveries from the Client as well as specific market conditions at any phase of the process may delay the planned closing.

Conditions for the assignment

Grant Thornton's offer is based on the following conditions:

1. The Client and Grant Thornton agree to a minimum selling price, the contents of the business presentation and other information to be used in the assignment.

2. Grant Thornton shall have the right to inspect such information concerning the Client relevant to the assignment. Grant Thornton will conduct an independent check with the Client's auditor before the assignment begins. Should any objections be raised during this process, this offer will become void.

3. The Company's management and Board of Directors and other advisers are to devote sufficient time to provide the necessary assistance for Grant Thornton to carry out the assignment and delivery plans in accordance with the agreement.

4. Grant Thornton is not responsible for any consequences of a tax and/or legal review of the assignment unless Grant Thornton is explicitly involved in the consultation on such matters.

5. In connection with the assignment, Grant Thornton may involve outside consultants. If deemed necessary, Grant Thornton will first obtain Client approval before engaging any such outside consultants.

6. The Company is responsible for Grant Thornton's external costs relating to the assignment. Compensation from the Client to third parties shall not reduce the fee paid to Grant Thornton as outlined in the agreement.

7. Grant Thornton reserves the right, without liability, to withdraw from our commitment under this agreement if an event occurs, which according to Grant Thornton's view, is contrary to or differs substantially from the above reported conditions. In such an instance, the Client will compensate Grant Thornton for costs incurred to date relating to the assignment.

8. At the end of each phase, the Client has the right to cancel the agreement if desired, without specified reasons. The Client shall compensate Grant Thornton in accordance with the quotation provided in the agreement. The termination of the agreement shall be in writing.

Advice and information provided by Grant Thornton to the Client is intended for the sole use of by the Client and only in connection with the assignment.

Drafts of the IM will be sent to the Client for a review of its factual content.

Responsibilities

Grant Thornton agrees to carry out the assignment to the best of its abilities. Conclusions and opinions will be based on information received from the Client and from other sources of information listed in the report.

Grant Thornton accepts no responsibility for any loss or damage attributable to errors in the information supplied by the Client or a Client designated source.

Staffing

The assignment will be staffed by the following:

Pär Ekengren, Partner
Jesper Jahnstedt, Senior Manager
Jonas Ahlberg, Associate

Fees

For the implementation of the assignment, we require a fee as outlined below:

1. Preliminary sales activities
   For an initial meeting, information gathering and teaser under phase 1, we require a fee of [redacted] Invoicing will occur upon commencement of the Assignment.

2. Written business presentation
   For phase 2, we require a fee of [redacted] and the Client's assistance in providing the basis for the information memorandum. Invoicing will occur upon commencement of the Assignment.

3. Shortlist
   For phase 3 we require a fee o[redacted] Invoicing will occur at the start of phase 3.

4-5. Presentation and implementation
   For phases 4 and 5, we will bill for services at a rate of betwee[redacted] an[redacted] SEK per hour.

The estimation of the fee is based on a preliminary calculation of hours and need for qualifications. It assumes that the work can start according to the agreed time schedule and that all information is available to us during the whole process.

Travel expenses and out-of-pocket-costs will be charged as incurred. The fee does not include any expenses for external expertise or information. If we should require any such expenses, the approval will be sought from the Client before the measures will result in costs.

If our work should be complicated or extended because of circumstances that are out of our control, we reserve us the right to adjust the fee. Any such adjustment will be notified to the Client without delay. If the Client decides to abort the assignment, Grant Thornton should be compensated for the time and cost spent on the assignment.

Invoices for phase 4 and 5 will be sent monthly, and are due 15 days after the invoice date. In the case of late payment, penalty interest will be charged with the Swedish reference interest [redacted].

Confidentiality

Our work will be performed under professional confidentiality. We undertake to not communicate any information that we have become aware of during this assignment without legal obligation or authorised permission to do so.

The Client agrees that Grant Thornton can use this assignment as a reference with no disclosure of any details expect for the name of the Client and the type of assignment.

Contacts

Grant Thornton's contact person for this assignment is:

Jesper Jahnstedt (jesper.jahnstedt@grantthornton.se), tel. +46 8 5630 70 91

Other

In other respects of this agreement the General Terms of Freestanding Advice from FAR SRS (enclosed) will be applied.

Validity of the engagement letter

This engagement letter is valid for your acceptance until 2009-10-22.

We are looking forward to your written acceptance and a successful and pleasant co-operation.

Yours sincerely

Jesper Jahnstedt

Grant Thornton
Corporate Finance

The undersigned confirms here by that the engagement letter above is consistent with our desire for the assignment scope and execution.

Signature by authorized representative

Robert Tozer
Clarification of signature

Pres.
Titel

Oct 22/09
Date

APPENDIX “E”

AGREEMENT ON THE SALE AND PURCHASE OF BUSINESS

between

Vänerply AB

and

Startplattan 158421 AB, 556851-5026, pending name change to Moelven Vänerply AB

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This Agreement has been made on the date set out below

BETWEEN

Vänerply AB, reg. no. 556217-0349, C/0 Magnus Knape, Advokatfirman Glimstedt, PO Box 2259, 403 14 Göteborg (hereinafter referred to as the "**Seller**"),

AND

Startplattan 158421 AB, 556851-5026, under change of its business name to Moelven Vänerply AB, c/o Moelven Wood AB, PO Box 8006, 650 08 Karlstad, (hereinafter referred to as the "**Purchaser**"),

The Seller and the Purchaser are hereinafter jointly referred to as the "**Parties**" or individually as a "**Party**".

1. Preamble and background

1.1 WHEREAS the Purchaser is a newly established Swedish limited liability company in the Moelven Group, which produces highly-processed wood-based building and interior products sold mainly through builder's merchants;

1.2 WHEREAS the Seller is a Swedish limited liability company, a subsidiary to the Swedish limited liability company OPI AB and a sub-subsidiary to Atcon Group Inc., which was placed under Court receivership proceeding on March 1, 2010, by the Court of Queen's Bench of New Brunswick, Canada, and was assigned into bankruptcy by its court-appointed receiver on April 26, 2010, pursuant to court order;

1.3 WHEREAS the Seller is the owner and the operator of a business of manufacturing and distributing plywood mainly through builder's merchants, hereinafter referred to as the "**Business**";

1.4 WHEREAS the Parties have entered into discussions and negotiations about the contractual terms concerning a potential transfer of the entire Business from the Seller to the Purchaser;

1.5 WHEREAS the Seller is desirous to sell the Business to the Purchaser on the basis of the terms and conditions set forth hereinafter, and the Purchaser is desirous to acquire the Business on the basis of such terms and conditions;

1.6 WHEREAS the Purchaser, supported by certain advisors acting on behalf of the Purchaser, in June, 2010, performed a due diligence for the purchase of the shares in the Seller, and now has performed an additional due diligence on the Business and has been provided information regarding the Business and regarding the management of the Business, and the Purchaser has evaluated the operation of the Business;

1.7 NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties agree as follows:

2. Definitions

2.1 For the purpose of this Agreement, including any and all its exhibits and schedules and/or amendments thereto, the following terms shall have the meaning as defined hereinafter (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Term	Definition or Clause
"Agreement"	This agreement on the sale and purchase of the Business and any and all present and future exhibits and amendments thereto
"Asset"	As defined in Clause 3.3
"Bonus"	As defined in Clause 3.2.j
"Breach"	As defined in Clause 15.2
"Business"	As defined in the Preamble
"Business Days"	Any day on which banks are open for business in Sweden
"Closing"	As defined in Clause 6.1
"Confidential Information"	As defined in Clause 18.2
"Date of Agreement"	The date this agreement is signed by both parties
"Dealers"	As defined in Clause 3.2.c
"Deposit"	As defined in Clause 4.2
"Director"	As defined in Clause 3.2.e
"Employees"	As defined in Clause 3.2.e
"Employment Liabilities"	As defined in Clause 3.2.h
"Escrow Account"	As defined in Clause 4.2
"Escrow Agent"	As defined in Clause 4.2
"Excluded Items"	As defined in Clause 3.4
"Expert"	As defined in Clause 7.2
"Expert's Advice"	As defined in Clause 7.2
"Inventory Days"	As defined in Clause 7.1
"IP Rights"	As defined in Clause 3.2.a

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"Non-Transferring Undertaking"	As defined in Clause 12.2
"Orders"	As defined in Clause 3.2.b
"Parties"	As defined in the Preamble
"Party"	As defined in the Preamble
"Preliminary Stock Value"	As defined in Clause 7.3
"Prepays"	As defined in Clause 3.2.k
"Purchaser"	As defined in the Preamble
"Purchaser's Guarantor"	As defined in Clause 19.1
"Real Estate"	As defined in Clause 3.6
"Receiver"	As defined in Clause 6.1.
"Property Purchase Agreement"	As defined in Clause 3.6
"Seller"	As defined in the Preamble
"Seller's Bank Account"	As defined in Clause 6.2.g
"Stock"	As defined in Clause 3.2.g
"Stock Value"	As defined in Clause 4.1.b
"Stock Protocol"	As defined in Clause 7.1
"Suppliers"	As defined in Clause 3.2.d
"Total Purchase Price"	As defined in Clause 4.1
"Undertakings"	As defined in Clause 3.2.i
"VAT"	As defined in Clause 4.4

3. Sale of Assets

3.1 On the terms and conditions herein contained, the Seller agrees to sell the Business and the Purchaser agrees to purchase and assume liability for the Business.

3.2 The sale and transfer of the Business comprises all products, assets and other rights and obligations pertaining to the Business (including such rights and obligations relating to the employees of the Business), except what is set out in Clause 3.4. This includes, but is not limited to, the following:

a) all the Seller's intellectual rights, registered or unregistered, and know-how used for the manufacturing and sale of the Products, including but not limited to the business name and trademark Vänerply (the name to be transferred in accordance to the provisions set forth herein), (the "**IP-Rights**");

b) backlog of orders and offers as per Closing (the "**Orders**");

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a) cash, cash equivalents, received shareholder contributions and loans, and accounts receivables of the Seller;

b) the Seller's debts, obligations, liabilities or undertakings pertaining to the Business for the period prior to Closing (except for the Employment Liabilities as stated in Clause 3.2 h) and Bonus as stated in Clause 3.2 j):

c) the title to property pertaining to the business which is leased and/or rented by the Seller, including but not limited to six fork trucks, three cars and one copying machine. ;

d) the equipment used in the Business for glue mixing, which is owned by [redacted] and borrowed by the Seller according to an agreement dated in January 2006; and

e) agreements and undertakings listed in Exhibit 3.4.e)

3.5 Should any of the Parties after the Date of Agreement discover that an asset owned by the Seller, which pertains to the Business and is not listed among the Excluded Items, not have been transferred under Clause 3.2 above, such asset shall be transferred to the Purchaser at no additional cost or consideration. For the avoidance of doubt – the only agreements that shall be transferred to the Purchaser are those set out in Close 3.2 i) above.

3.6 The Parties have also agreed that the Purchaser shall purchase the Seller's real estate Gullspång Sanden 2:1 (the "**Real Estate**") according to the attached Property Purchase AgreementProperty Purchase Agreement *[Sw: Köpekontrakt]* (the "**Property Purchase Agreement**"), Exhibit 3.6, to be executed on even date with this Agreement.

4. Purchase Price and payment

4.1 The transfer of the Business is based upon a purchase price for the Business allocated as follows:

a) SEK [redacted] (the "**Fixed Amount**"); plus

b) An amount corresponding to the value of the Stock as per the Closing determined as set forth in Clause 7 below (the "**Stock Value**"); plus

c) An amount corresponding to the Prepays(a list stating the amount shall be delivered to the Purchaser one day prior to Closing), minus

d) An amount corresponding to the Employment Liabilities as per Closing (a list

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stating the amount shall be delivered to the Purchaser one day prior to Closing); minus

e) An amount corresponding to the Bonus as per Closing (a list stating the amount shall be delivered to the Purchaser one day prior to Closing); minus

f) [redacted], corresponding to the unpaid contract price for contracted construction of a new high-voltage transformer;

a) – f), thus the Fixed Amount plus the Stock Value plus the Prepays minus the Employment Liabilities minus the Bonus minus [redacted] are hereinafter together refereed to as the "**Total Purchase Price**".

4.2 The Purchaser shall at the Date of Agreement pay a deposit of [redacted] "**the Deposit**") to an client account at [redacted] ([redacted]) (the "Escrow Agent")(, in the name of the Seller(the "**Escrow Account**"), the purpose of which is to secure the undertakings of the Purchaser during the interim period between signing and closing (as further defined below), and which may be forfeited as further defined herein. The deposit shall at Closing be released and set off against the Total Purchase Price.

4.3 Payment of the Total Purchase Price (minus the Deposit already paid under Clause 4.2) shall be made on Closing contemporaneously with the transfer and assignment of the full title to and interest in the Business from the Seller to the Purchaser.

4.4 The Parties acknowledge that the transactions contemplated under this Agreement shall concern a complete line of business and therefore the Parties assume it will not trigger any liability for the Seller to pay value added tax ("**VAT**") on the Total Purchase Price. To the extent that the transactions contemplated in this Agreement are subject to mandatory VAT, the Purchaser is obliged to pay such VAT in addition to the Total Purchase Price. The VAT is due for payment as soon as the Purchaser has received from the Seller an invoice which complies with the requirements set out by the applicable tax laws.

4.5 All fees and duties, if any, relating to the assignment, registration, licensing or transfer of Assets under this Agreement shall be borne by the Purchaser.

5. Interim between the Date of Agreement and Closing

5.1 During the period from the Date of Agreement and until Closing, the Seller shall inform the Purchaser's representatives prior to all material decisions related to the Business and ensure that the Business activities will be carried out in accordance with previously applied business principles. The Seller shall immediately inform the Purchaser about any circumstance which could make any representation or warranty given by the Seller inaccurate.

5.2 The Seller shall bear the risk of damage to the Machinery and Stock prior to Closing. The Seller shall be obliged to maintain full value insurance for the Machinery and Stock up to and including Closing.

5.3 Should the Machinery and/or the Stock, during the interim between the Date of Agreement and Closing, due to fire or other unforeseeable event be damaged or deteriorated to such extent that the Purchaser's ability to carry on the production previously carried on by the Seller, is adversely affected to more than a minor extent, the Purchaser shall be entitled to rescind this Agreement and neither Party shall have any claim against the other Party. Should such damage or deterioration occurs during the interim between the Date of Agreement and Closing which does not adversely affect the Purchaser's ability to carry on the production as provided in the first sentence of this Clause 5.3 the Purchaser shall fulfil this Agreement whereby the Purchaser shall be entitled to claim directly from the Seller's insurance company or other third party which has caused the damage or deterioration, all monies payable, to which the Seller otherwise would have been entitled, due to the damage or deterioration.

5.4 In case of a damage covered by the Seller's insurance the Seller is liable to compensate the Purchaser with an amount corresponding to the excess [*Sw: självrisk*] to the extent the total excess for all occurred damages exceed[redacted]

5.5 Should a damage or a deterioration of the Machinery and/or the stock due to fire or other unforeseeable event during the interim between the Date of Agreement and Closing not be covered by the Seller's insurance, the Seller shall compensate the Purchaser for any and all such damage which exceeds a total o[redacted]owever, the Seller may also chose to rescin[redacted] Party shall have any claim against the other Party.

5.5 Damage or deterioration due to fire or other unforeseeable event during the interim between the Date of Agreement and Closing which is deemed to cause production stop exceeding two days from Closing, shall always entitle the Purchaser to rescind this Agreement.

5.6 To rescind this Agreement under Clause 5.3 or 5.4 above the Purchaser shall notice the Seller not later than at Closing and vice versa

6. Closing

6.1 Consummation of the transactions envisaged in this Agreement ("**Closing**") shall be on the second Monday after the following conditions are fulfilled:

- acknowledgement from the concerned Competition Authorities for the Purchaser's acquisition of the Business according to this Agreement,

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- The Seller will provide a confirmation from Ernst & Young Inc. in its capacity as receiver and receiver manager of Atcon Group Inc. (the "**Receiver**") stating that the Receiver has obtained an approval for the transaction from the Court of Queen's Bench of New Brunswick, Canada, and,

- the Purchaser has obtained official permission [*Sw: förvärvstillstånd*] to acquire the Real Estate.

6.2 At Closing, the following actions shall occur, which actions shall be deemed to take place simultaneously:

a) The Seller shall deliver to the Purchaser (or corresponding deed of release by the bank as previous holder of deed no 1-3, see Exhibit 6.2.a) [redacted] floating charge deeds of which [redacted] are dematerialised and [redacted] are physical deeds;

b) The Purchaser shall deliver to the Seller in proper form documentation showing that all Employees and the Director have signed the transfer acceptance form or an employment agreement. Should any employee not accept transfer of employment to the Purchaser, the Purchaser undertakes to hire such employee until end of employment by the Seller, provided the Seller without undue delay gives such employee notification of termination due to shortage of work. The cost for the hire of personnel shall correspond to the Seller's cost for such personnel and be paid within 10 days from invoice;

c) The Seller shall deliver to the Purchaser a written approval for the Purchaser to register Vänerply as a dominant in the Purchaser's business name;

d) The Purchaser shall deliver to the Seller the official permission to acquire the Real Estate and take possession of the Real Estate [*Sw: Tillträda fastigheten*];

e) The Purchaser shall deliver to the Seller a confirmation from each of the supplier of raw material that the supplier shall not invoice the Seller any at Closing unmeasured raw material;

f) The Purchaser shall deliver to the Seller a confirmation from each of the following supplier of raw material -[redacted] and [redacted] - that the supplier waives any and all right to use the bank guarantees issued b[redacted], for any liability connected to raw material measured at Vänerply after the day before Closing;

g) The Purchaser shall pay the Total Purchase Price, pursuant to Clause 4, free of charges, by means of wire transfer of readily available funds to the Seller's bank Account in Närkes Provinsbank in Örebro, account no: [redacted]e "**Seller's Bank Account**". If the amount payable to

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Seller at Closing pursuant to this Clause 6.2.g) is not credited to Seller's Bank Account on the second business day after Closing, interest on the amount shall be payable at a rate which by 4.5 percentage units exceeds the reference rate under the Interest Act from the Closing until payment is made.

6.3 The Business shall, subject to the closing actions referred to under Clause 6.2 above, be transferred and assigned to the Purchaser as per Closing. Thus, the full ownership and title to as well as the risk of loss for the Business shall without further action pass from the Seller to the Purchaser at Closing. The assumption of the rights and obligations in relation to the Business shall be effective as from Closing, implying inter alia:

a) that all costs relating to the Business up to Closing shall be borne by the Seller, and thereafter by the Purchaser; and

b) that all revenues, related to the sale of products pertaining to the Business which have been delivered before Closing shall remain with the Seller, and the revenues, related to the sale of Assets, which are to be delivered after Closing, shall be assumed by the Purchaser. The Seller shall provide the Purchaser with records of the goods sold prior to Closing and for which the payments are expected to be received after Closing and the Parties shall determine which sales had been delivered before Closing and which had been delivered after Closing. Upon request, the Purchaser shall report revenues received after Closing that relates to products sold and delivered prior to Closing. In cases where there are uncertainties whether the sale and or delivery was carried out prior to Closing, then such cases shall be reported as well.

6.4 The Seller or the Purchaser respectively will transfer payments received by them, but not attributable to them in application of the principle set out in Clause 6.3 of this Agreement, to the respective other Party.

6.5 The Purchaser undertakes to provide the Seller service by [redacted], [redacted] for the collecting of the Seller's receivables, book keeping and other measures to be handled by the Seller to close the Seller's business activities. The service shall be limited to maximum [redacted] a week and not longer than to end of November 2011. For this service the Seller shall compensate the Purchaser an hourly fee of [redacted] for [redacted] and [redacted] for [redacted] VAT excluded.

6.6 Whenever the originals of documents have to remain with Seller pursuant to the applicable law and insofar as any of the written materials being transferred to Purchaser or retained by Seller shall, in Seller's or Purchaser's opinion, as the case may be, be material in connection with any tax or business matters of the Seller or the Purchaser, as the case may be, such Party shall have the right to examine the same at all reasonable times and to make copies or abstracts thereof.

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7. Stock Value

7.1 On the weekend prior to Closing, the Seller and the Purchaser shall jointly perform a physical inventory of all Stock (the "**Inventory Days**"). The Seller and the Purchaser shall sign a protocol as to the results of this inventory-taking (the "**Stock Protocol**"). The quantities of Stock and defects established during this inventory-taking and set out in the Stock Protocol shall be binding for the Stock Value. The elements to be taken into account for the valuation will be the quantities and the notes on defectiveness indicated in the Stock Protocol and other eventual elements and considerations which the Parties could bring in order to arrive at a fair definition of the Stock Value. It is agreed by the Parties that the generally accepted accounting principles previously adopted by the Seller shall constitute the basis of this evaluation. Should any accounting principle previously adopted by the Seller not be consistent with generally accepted accounting principles, generally accepted accounting principles shall apply. At the end of the Inventory Days, the Seller and the Purchaser shall have defined the Stock Value.

7.2 Should the Seller and the Purchaser not have agreed on the Stock Value, each Party has the right to submit, at the latest the day prior to Closing, any unresolved question in connection with the Stock Value for final determination by an expert (the "**Expert**"). The Expert shall be appointed by the respective Party's auditor and shall be partner in an internationally recognized certified public accounting firm not previously employed or engaged by any of the Seller or the Purchaser or its affiliates. Should the auditors not mutually agree on the appointment of Expert within one (1) week after the Inventory Days the Expert shall be appointed by the West Sweden Chamber of Commerce and Industry Council. The Parties agree that the conclusions of the Expert on the Stock Value (the "**Expert's Advice**"), which shall be delivered within two (2) weeks from appointment, will be final, conclusive and binding on the Parties, unless containing obvious errors or omissions. Each Party shall bear the fees and costs of its own and the fees and costs for the Expert shall be borne equally (50/50) by the Parties.

7.3 Should any of the Parties submit the final determination of the Stock Value to the Expert, according to Clause 7.2, the Purchaser shall at Closing pay an amount corresponding t[redacted]e accounting value of the Stock Protocol as the preliminary value of the Stock (the "**Preliminary Stock Value**").

7.4 Should the Stock Value after submission of the final determination of the Stock Value exceed the Preliminary Stock Value, the Total Purchase Price shall be increased by the difference and the Purchaser shall pay the difference to the Seller within five Business Days from the Expert's Advice. Should the Stock Value after submission of the final determination of the Stock Value be less than the Preliminary Stock Value the Total Purchase Price shall [redacted]

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8. Representations of the Purchaser

8.1 The Purchaser represents and warrants to the Seller as follows:

a) that the Purchaser is a company with limited liability, incorporated, validly existing and in good standing under the laws of Sweden, that it has the full corporate power, authority, governmental approvals, licenses and necessary regulatory approvals, if any, to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby;

b) that the execution and delivery of this Agreement by the Purchaser has been duly authorized and executed by the competent corporate bodies of the Purchaser and constitutes valid and binding obligations of the Purchaser, enforceable against the Purchaser in Sweden in accordance with its terms and conditions. Except for approval from the concerned Competition Authorities and official permission [*Sw:förvärvstillstånd*] to acquire the Real Estate no authorisation or consent by any public authority or any other formality is required for the due conclusion and performance of the agreement by the Purchaser.

9. Representations of the Seller

9.1 The Seller warrants and represents to the Purchaser as follows:

a) that the Seller is a company with limited liability, incorporated, validly existing and in good standing under the laws of Sweden, that it has the full corporate power, authority, governmental approvals, licenses and necessary regulatory approvals, if any, to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby;

b) that the execution and delivery of this Agreement by the Seller has been duly authorised and executed by the competent corporate bodies of the Seller and constitutes valid and binding obligations of the Seller, enforceable against the Seller in Sweden in accordance with its terms and conditions. No authorization or consent by any public authority or any other formality is required for the due conclusion and performance of the agreement by the Seller;

c) that the conclusion and performance of this Agreement does not contradict any legal instrument or court/administrative order by which Seller or the sold Business is bound; and

d) that the Seller at Closing immediately will apply for the change of its business name at the Swedish Registration Office [*Sw: Bolagsverket*].

10. Conditions

10.1 The validity of this Agreement is subject to;

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(i) that the Receiver. as soon as reasonably possible, but not before May 25, 2011, and at the latest June 2, 2011, applies for approval for the transaction to the Court of Queen's Bench of New Brunswick in Canada;

(ii) that the Receiver within six (6) weeks from Date of Agreement obtains a court approval for the transaction from the Court of Queen's Bench of New Brunswick in Canada;

(iii) that the Purchaser at Date of Agreement has signed a contract for the purchase of the Real Estate;

(iv) that the Purchaser within one (1) week from the Date of Agreement applies for official permission to acquire the Real Estate;

(v) that the Purchaser within six (6) weeks from the Date of Agreement obtains official permission to acquire the Real Estate;

(vi) that the Purchaser if required within one (1) week from the Date of Agreement applies for approval for the acquisition of the Business according to this Agreement at the concerned Competition Authorities;

(vii) that the Purchaser obtains acknowledgements from the concerned Competition Authorities for the acquisition of the Business according to this Agreement; and,

(viii) that the Purchaser at Closing takes possession of the Real Estate, according to the Property Purchase Agreement.

10.2 Should the approvals and the acknowledgment in Clause 10.1 (ii), 10.1 (vii) and 10.1 (v) above not be obtained in spite of the fact that the respective Party has used its best efforts possible to obtain such approval or permission, this agreement shall terminate and neither Party shall be entitled to compensation from the other Party based on these circumstances and the Deposit shall be refunded to the Purchaser. The Purchaser's best efforts for acknowledgement from the concerned Competition Authorities for the acquisition of the Business does not include complying to requests from the concerned Competition Authorities to take certain measures within the Moelven Group.

10.3 Should the requirements in Clause 10.1 (iii, iv, vi and viii) above not be fulfilled by the Purchaser the Purchaser's right to the Deposit is forfeited. The Seller shall be entitled to no other compensation than the Deposit due to the Purchaser's breach under this Clause 10.

11. Employees and Director

11.1 The Parties agree that the transactions contemplated by this Agreement constitute a transfer of a business according to section 6b of the Swedish Employment Protection Act [*Sw. Lag (1982:80) om anställningsskydd*]. Thus, the employment of the Employees will automatically be transferred from the Seller to the Purchaser on unchanged terms and conditions and, unless any of the Employees objects to the transfer, the Purchaser will be the legal employer.

11.2 The Purchaser agrees to employ the Employees and the Director on the terms and conditions stated in Exhibit 3.2 e (i-ii). The Seller agrees to assist in making the Employees accept employment with the Purchaser on such terms and conditions.

11.3 All salaries and other emoluments, including taxes, employer's fees, and pension benefits relating to the Employees and to the Director up to Closing shall be borne by the Seller and as from Closing shall be borne by the Purchaser.

11.4 As stated in Clause 3.2 h) the Purchaser shall as per Closing assume the total liability for the Employment Liabilities.

12. Undertakings

12.1 Subject to Clause 12.2 of this Agreement, the Seller assigns and transfers to the Purchaser all Undertakings in accordance with the provisions of this Agreement.

12.2 The Parties shall jointly and according to their respective best ability and power seek to obtain consent from the respective third parties of such assignments. The Purchaser shall be responsible for any break-fees or similar fees or other redemption or other costs that occur due to the transfer of agreements. If the assignment of an Undertaking cannot be effective due to failure to obtain consent (each a "**Non-Transferring Undertaking**"), the Seller and the Purchaser shall put themselves economically in a position as if the Non-Transferring Undertaking had been validly transferred as of Closing. The Seller shall fulfil its obligations under such Non-Transferring Undertaking vis-à-vis the third party, however, the Purchaser shall assist the Seller in the fulfilment of such obligations and is *inter alia* obliged to purchase all products ordered by the Seller under such Non-Transferring Undertaking. The Seller has the right to terminate a Non-Transferring Undertaking at the earliest possible date under the respective Non-Transferring Undertaking, after Closing, taking into account legitimate interests of the Purchaser with regard to such termination.

12.3 The Seller has furnished securities by bank guarantees or advance payment to certain suppliers. Should any such supplier request the Purchaser to provide corresponding securities, the Purchaser undertakes to provide such securities to the supplier. Should any of the suppliers to whom the Seller has furnished security not give consent to an assignment of an Undertaking, the Purchaser shall at Closing furnish a corresponding security satisfactory to the Seller.

12.4 If the amounts in Clause 4.1 c), d) and e) that are used to calculate the Purchase Price turn out to actually be lower than the amounts used when calculating the Purchase Price, then the Purchaser shall without undue delay compensate the Seller provided that the difference is not insignificant. The Seller may within four months from Closing specifically request the Purchaser to carry out a new calculation of the amount in Clause 4.1 c), d) and e).

13 Complaints

13.1 Should the Purchaser remedy a Dealer's rightful complaint for a rightful defective product delivered to the Dealer by the Seller prior to Closing, the Seller shall reimburse the Purchaser the Purchaser's rightful cost for such remedy. For the avoidance of doubt, the Purchaser has an obligation to remedy such complaints as efficiently as possible and at the lowest cost possible. The Seller shall in no event be liable for any additional cost and the Seller shall in no event be liable to reimburse or compensate the Purchaser to the extent a remedy is in any way made due to goodwill reasons.

14. Warranties

14.1 The Seller represents and warrants that, at Closing,

a) if not otherwise expressly stated in writing, the Seller lawfully owns, has good, marketable and unrestricted title and right of disposal over all Assets;

b) its ownership of the Assets is free and clear of all liens, claims, options, charges or other encumbrances;

c) the Employment Liabilities at Closing are correct;

d) the information provided in Exhibit 3.2 e (i-ii) is correct, except for wage adjustments per June 1, 2011, and salary adjustment per August 1, 2011;

e) the calculation of Prepays at Closing is correct; and

f) the calculation of Bonus is correct.

15. Indemnity

15.1 This indemnity clause is subject to the limitations in Clauses 16-17 below.

15.2 In the event that any representation or warranty in Clause 14 above should be inaccurate or false (a "**Breach**") the Seller shall compensate the Purchaser by [redacted]

15.3 Interest on the amount of compensation shall be payable at a rate which by [redacted] exceeds the reference rate under the Interest Act from the Closing until payment is made.

16. Limitation of liability

16.1 In the event of a Breach, the following limitations of the liability of the Seller shall apply:

a) In calculating the total amount of the reduction sum on account of deviations from warranted conditions, each single Breach must exceed [redacted]be considered;

b) No reduction shall be made unless the aggregated sum of all Breaches exceeds [redacted] which case the Purchaser, subject to the limitations set forth herein, shall be indemnified for the full amount; and

c) The aggregate reduction sum may not excee[redacted]of the Total Purchase Price.

16.2 Notwithstanding the foregoing, the limitations under 16.1 a)-c) shall not apply if the Breach can be referred to a wilful or grossly negligent act or omission on the part of the Seller.

16.3 The Seller shall not be liable under or in connection with this Agreement to the extent that such liability would not have occurred but for the passing of, or change in, any law, statute, ordinance, rule, regulation, or administrative practice of any governmental or regulatory body after the Date of Agreement.

16.4 The Seller shall not be liable under or in connection with this Agreement in respect of any claim to the extent that the damage giving rise to such claim is (i) covered by an insurance or (ii) compensated by a third party without undue delay.

16.5 The Seller makes no other warranty, explicit or implicit, in relation to the transferred Business or part thereof than the warranties in Clause 14 above and the Purchaser may not found any action against the Seller on any other ground or basis, including under any provision of any applicable legislation such as the Swedish Sale of Goods Act (*Sw. Köplagen 1990:931*). The indemnification rights in Clause 15 constitute the exclusive remedy under this Agreement.

17. Notice of claim and time limit

17.1 The Purchaser shall not be entitled to invoke any Breach or any other contractual breach of the Seller unless claim is made in writing no later than one (1) month after it has been, or should have been, discovered by the Purchaser.

17.2 The Purchaser's right to invoke remedy under this Agreement expires four (4) months after Closing.

18. Secrecy

18.1 The Parties undertake not to make any unauthorised disclosure of any confidential information regarding the Business or the other Party, or to unauthorised use confidential information. The Parties shall ensure that its respective employees, consultants and directors of the board will be bound by a corresponding secrecy undertaking. This undertaking does not restrict the Purchaser to contact Dealers and contracting parties to the Undertakings to .

18.2 "**Confidential Information**" shall mean any of the following information in relation to Parties and the Business: technical, commercial or of any other kind, whether written or oral, except such information which is or will be publicly known or which has come to or will come to the public knowledge in any way other than through the Seller's breach of this secrecy undertaking.

18.3 The Parties shall not without compelling reason reveal;

a) the contents of this Agreement or any arbitration award related to this Agreement; and

b) any information regarding negotiations or arbitration or mediation proceedings related to this Agreement.

19. Guarantee and Undertaking from the Purchaser's Guarantor

19.1 The owner of the Purchaser, Moelven Industrier AB, 556064-4170, (the "**Purchaser's Guarantor**") hereby

a) guarantees, as its own debt, the proper fulfilment of the Purchaser's obligations under this Agreement; and

b) undertakes for its own and its group's part, inter alia, to observe the secrecy clause in this Agreement.

20. Deposit and escrow

20.1 The Escrow Agent undertakes to hold the Deposit in escrow according to this Clause. The amount held in escrow by the Escrow Agent shall be released to the Seller at the date of the Closing. Should Closing not occur , the Escrow Agent undertakes to release the Deposit only (i) at the jointly written request of both Parties, or (ii) pursuant to an arbitration award for which the time to challenge has lapsed, or, (iii) pursuant to a final judgment that has gained legal force.

20.2 At Closing the Seller shall place [redacted] with a third party escrow agent, essentially in accordance with Exhibit 20.2 for the Seller's proper fulfilment of its obligations under this Agreement. The funds in escrow shall be released to the Seller four month and five Business Days after Closing, provided that the Purchaser has not initiated proceedings under clause 31 of the Agreement. If the Purchaser has initiated such proceedings, then the funds

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in escrow, that exceeds the amount claimed by the Purchaser in the dispute plus fifty percent, shall be released to the Seller, all as further detailed in Exhibit 20.2.

21. The Co-Determination in the Workplace Act

21.1 The Seller represents that he has fulfilled his information and negotiation obligations under the Co-Determination in the Workplace Act (SFS 1976:580).

22. Miscellaneous

22.1 [redacted]

22.2 Both Parties are aware of and acknowledge that neither Atcon Group Inc. or Ernst & Young Inc. are parties to this agreement or should have any obligations or assume any liability under or as a result of this agreement.

23 Notices and language

23.1 Notices and other communications shall be in the English language and deemed to be valid and effective if sent by courier or registered letter to the addresses of the Parties stated in the Preamble to this Agreement or to other addresses supplied at a later date.

23.2 The communications will be considered as having reached the addresses:

a) If sent by courier: on delivery; or
b) If sent by registered letter: three (3) days after the date of mailing if sent within Sweden and seven (7) days after date of mailing, if sent within Europe.

23.3 Changes of address are to be notified as set out in this Clause 23.

24. Headings

24.1 The division of this Agreement into separate articles and the insertion of headings shall not affect the interpretation of this Agreement.

25. Amendments

25.1 Only those amendments and additions to this Agreement that are made in writing and signed by the Parties are valid.

26. Entire agreement

26.1 The Agreement and its exhibits constitute the entire agreement between the Parties on all matters to which the Agreement relates. Any particular matter that has not been expressly covered in the Agreement shall be resolved in accordance with the principles on which the Agreement is founded.

26.2 The contents of this Agreement and its exhibits shall supersede all previous written or oral commitments and undertakings.

27. Severability

27.1 If any provision of this Agreement or part thereof is held invalid, this shall not affect the remaining provisions of the Agreement, unless the obligations of a Party hereto without the invalid part of the Agreement are or will become unreasonably onerous.

28. Costs

28.1 All fees and duties relating to the assignment, registration, licensing or transfer of any Assets shall be borne by the Purchaser. Both the Seller and the Purchaser shall bear their own costs and counsels' fees with regard to this Agreement.

29, Assignment

29.1 This Agreement and the rights created hereunder may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party.

30. Governing law

30.1 This Agreement shall be construed in accordance with and be governed by the laws of Sweden, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

31. Disputes/Arbitration

31.1 Disputes arising out of or in connection with this Agreement shall be finally resolved in accordance with the Gothenburg Clauses, The West Sweden Chamber of Commerce and Industry Council Rules of Mediation and Arbitration.

31.2 The place of arbitration shall be Göteborg. The language to be used in the arbitral proceedings shall be Swedish.

This Agreement has been executed in two (2) copies of which the Parties have taken one each.

In witness whereof this Agreement has been duly executed.

Place: Göteborg	Place: Karlstad
Date: May 23, 2011	Date: May 23, 2011
Vänerply AB	**Startplattan 158421 AB, under pending name change to Moelven Vänerply AB**
Magnus Knape	Mikael Axelsson
Per Englund	Christer Hagberg

As set out in Clause 19, the Purchaser's proper fulfillment of this Agreement is guaranteed by;

Moelven Industrier AB

Hans Rindal	Sveiverud, Morten

As Escrow Agent Ahlford Advokatbyrå i Karlstad Handelsbolag hereby confirm the conditions in Clause 20.1 in this Agreement and undertakes, with responsibility

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towards the Parties, to apply these conditions for release of the Deposit.

Place:
Date:

Ahlford Advokatbyrå i Karlstad Handelsbolag

Björn Larsson, advokat

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APPENDIX “F”

PROPERTY PURCHASE AGREEMENT

[*Sw: Köpekontrakt*]

concerning

the property Gullspång Sanden 2:1

This property purchase agreement (the "**Agreement**") is dated on the date set out below, (the "**Signing Date**") and made between:

Vänerply AB, Reg. No 556217-0349, c/o Magnus Knape, Advokatfirman Glimstedt, PO Box 2259, 403 14 Göteborg (hereinafter referred to as the "**Seller**")
and

Startplattan 158421 AB, Reg. No 556851-5026, under change of its business name to Moelven Vänerply AB, c/o Moelven Wood AB, PO Box 8006, 650 08 Karlstad, (hereinafter referred to as the "**Purchaser**"),

The Seller and the Purchaser are hereinafter jointly referred to as the "**Parties**" or individually as a "**Party**".

Preamble and background

WHEREAS the Purchaser is a newly established Swedish limited liability company in the Moelven Group, which produces highly-processed wood-based building and interior products sold mainly through builder's merchants;

WHEREAS the Seller is a Swedish limited liability company, a subsidiary to the Swedish limited liability company OPI AB and a sub-subsidiary to Atcon Group Inc., which was declared in bankruptcy by the Court of Queen's Bench of New Brunswick, Canada, March 1, 2010;

WHEREAS the Seller is the owner and the operator of a business of manufacturing and distributing plywood mainly through builder's merchants, hereinafter referred to as the "**Business**" which Business is conducted on the

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Seller's property Gullspång Sanden 2:1 (the "**Property**") Land Register extract (Sw. *fastighetsregisterutdrag*) attached hereto as Exhibit 1;

WHEREAS the Seller and the Purchaser on this day has entered into an agreement on whereby the Seller sells and the Purchase purchases the Business ("the **BTA**"), attached hereto as Exhibit 2, and the Parties shall now by way of this Agreement transfer the Property from the Seller to the Purchaser;

1. Declaration of transfer

1.1 On the terms and conditions herein contained, the Seller hereby agrees to transfer [*Sw: överlåter*] the Property to the Purchaser and the Purchaser agrees to purchase the Property.

2. Purchase Price and payment

2.1 The Purchase price for the Property is [redacted] (the "**Purchase Price**").

2.2 Payment of the Purchase Price shall be made in cash on Closing, as defined in Clause 3 below, by payment into the Seller's bank account [redacted]

2.3 When the Purchase Price has been paid, acknowledgement of the receipt shall be made and a bill of sale (*Sw. köpebrev*) shall be issued by the Seller.

3. Closing

3.1 The Purchaser shall take possession of the Property ("**Closing**") on the second Monday, (the "**Closing Date**") after the following conditions are fulfilled;

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- the Purchaser has obtained official permission (Sw. *förvärvstillstånd)* to acquire the Property under the Land Acquisition Act (Sw. *Jordförvärvslagen* (1979:230)) according to this Agreement;

- the Purchaser has obtained acknowledgement from the concerned Competition Authorities for the Purchaser's acquisition of the Business according to the BTA; and

- the Receiver in the bankruptcy of Atcon Group Inc. has obtained an approval for the transaction from the Court of Queen's Bench of New Brunswick, Canada.

3.2 At Closing the Seller shall;

i) deliver to the Purchaser all documentation in the Seller's possession regarding the Property, such as maps, construction designs and planning permission documents, water and sewage and ventilation designs;

ii) deliver to the Purchaser all printed mortgage certificate and, for digital mortgage certificates, in a way that are satisfactory for the Purchaser, ensure they are held available in the Owners Archive [*Sw: Ägararkivet*], and free from all encumbrances; and

iii) upon receipt of the Purchase Price issue a bill of sale (*Sw. köpebrev*).

3.3 At Closing the Purchaser shall;

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i) pay the Purchase Price to the Seller's bank account set out under Clause 2.2 above.

4. Income and expenses

4.1 All income and expenses pertaining to the Property prior to the Closing Date shall belong to the Seller and income and expenses arising on or thereafter shall belong to the Purchaser. The Parties shall jointly read the Property's meters as of Closing concerning the use of electricity, water, heating and the like. The apportionment of costs and income shall be dealt with in a separate completion statement on Closing which shall be settled in connection with the payment of the Purchase Price. Additional costs and income which have been accounted for in the completion statement shall be settled between the Parties as soon as reasonably possible.

5. Insurance

5.1 The Seller shall bear the risk of damage to the Property prior to the Closing Date. The Seller shall be obliged to maintain full value insurance for the Property up to and including Closing Date, except for the forest insurance which is insured to a insurance [redacted]

5.2 Should the Property, during the interim between the Signing Date and Closing Date, due to fire or other unforeseeable event be damaged or deteriorated to such extent that the Purchaser's ability to carry on the production previously carried on by the Seller, is adversely affected to more than a minor extent, the Purchaser shall be entitled to rescind this Agreement and neither Party shall have any claim against the other Party. Should such damage or deterioration occurs during the interim between the Signing Date and Closing Date which does not adversely affect the Purchaser's ability to carry on the production as provided in the first sentence of this Clause 5.2 the Purchaser shall fulfil this Agreement and take possession of the Property whereby the Purchaser shall be entitled to claim directly from the Seller's insurance company or other third party which has caused the damage or deterioration, all monies payable, to which the Seller otherwise would have been entitled, due to the damage or deterioration.

In case of a damage or a deterioration due to fire or other unforeseeable event during the interim between the Signing Date and Closing Date covered by the Seller's insurance the Seller is liable to compensate the Purchaser with an amount corresponding to the deductible [*Sw: självrisk*] to the extent the total deductibles for all damage occurred exceeds [redacted] Should a damage or a deterioration due to fire or other unforeseeable event during the interim between the Signing Date and Closing Date not be covered by the Seller's insurance, the Seller is liable to compensate the Purchaser for any and all such damage which exceeds a total of [redacted]. For damage or a deterioration on the forest, the Purchaser is not – except for compensation for the deductible - as agreed above in this Clause 5.2 - entitled to any compensation except what is covered by the forest insurance.

Should the Seller be liable to compensate the Purchaser for what is not covered by the Seller's insurance the Seller shall be entitled to choose to rescind this Agreement and neither Party shall have any claim against the other Party.

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Damage or deterioration due to fire or other unforeseeable event during the interim between the Signing Date and Closing Date which is deemed to cause production stop exceeding two days from Closing Date, shall always entitle the Purchaser to rescind this Agreement.

5.3 To rescind this Agreement under this Clause the Purchaser shall notice the Seller not later than on Closing Date and vice versa.

6. No liability

6.1 The Purchaser has had the opportunity to inspect the Property before signing this Agreement and is thus aware of any defects in and/or limitations of use regarding the same. The Property is transferred "as is" (Sw. *i befintligt* skick) and, with the exception of what is otherwise expressively warranted in this Agreement, the Purchaser releases the Seller from any liability (and accordingly, cannot claim indemnification from the Seller) in respect of errors, defects and deficiencies in the Property of whatever kind, whether visible or latent (Sw. *dolda* fel), including environmental defects. errors of fact and law, errors regarding rights of disposition and physical defects and deficiencies. The Purchase price is set out in consideration hereof.

7. Official permission to acquire property

7.1 The Parties acknowledge that the Land Acquisition Act (*Sw Jordförvärvslagen (1979:230)* is applicable on this transaction. The Purchaser shall within one (1) week from the Signing Date file an application to the County Council (*Sw: Länsstyrelsen*) for official permission to acquire the Property. The Purchaser shall use its best efforts possible to obtain the official permission.

8. Conditions

8.1 The validity of this Agreement is subject to;

i) that the Receiver of Atcon Group Inc. as soon as reasonably possible, but not before May 25, 2011, and at the latest June 2, 2011, applies for approval for the BTA transaction to the Court of Queen's Bench of New Brunswick in Canada;

(ii) that the Receiver of Atcon Group Inc. within six (6) weeks from the Signing Date obtains a court approval for the BTA transaction from the Court of Queen's Bench of New Brunswick in Canada;

(iii) that the Purchaser at the Signing Date has signed the BTA;

(iv) that the Purchaser within one (1) week from the Signing Date of applies for official permission to acquire the Property;

(v) that the Purchaser within six (6) weeks from the Signing Date obtains official permission to acquire the Property;

(vi) that the Purchaser within one (1) week from the Signing Date applies for approval for the acquisition of the Business according to the BTA at the concerned Competition Authorities;

(vii) that the Purchaser obtains acknowledgements from the concerned Competition Authorities for the acquisition of the Business according to the BTA; and,

(viii) that the Purchaser at Closing takes possession of the Business, according to the BTA

8.2 Unless all conditions stated in Clause 8.1 have been fulfilled before October 30, 2011, this Agreement shall be deemed null and void and all transactions contemplated herein shall be reversed. Neither Party shall be entitled to compensation from the other Party.

9. Miscellaneous

9.1 The Purchaser is aware that there are leasehold agreements on the Property not appearing in the Land Register extract (Sw. *fastighetsregistret*). The Purchaser acknowledge the Seller's right and obligations according to the leaseholders.

10. Stamp Duty

10.1 The Purchaser shall pay all costs for stamp duties and administration fees in connection with the transfers of the Property.

11. Notices and language

11.1 Notices and other communications shall be in the English language and deemed to be valid and effective if sent by courier or registered letter to the addresses of the Parties stated in the Preamble to this Agreement or to other addresses supplied at a later date.

11.2 The communications will be considered as having reached the addresses:

i) If sent by courier: on delivery;

ii) If sent by registered letter: three (3) days after the date of mailing if sent within Sweden and seven (7) days after date of mailing, if sent within Europe.

11.3 Changes of address are to be notified as set out in this Clause 9.

12. Amendments

12.1 No modifications, amendments, alterations of this Agreement may be executed except in writing (containing a specific reference to this Agreement) and signed by each of the Parties.

13. Disputes/Arbitration

13.1 Disputes arising out of or in connection with this Agreement shall be finally resolved in accordance with the Gothenburg Clauses, The West Sweden Chamber of Commerce and Industry Council Rules of Mediation and Arbitration.

13.2 The place of arbitration shall be Göteborg. The language to be used in the arbitral proceedings shall be Swedish.

Place: Göteborg	Place: Karlstad
Date: May 23, 2011	Date: May 23, 2011
Vänerply AB	**Startplattan 158421 AB, under change of business name to Moelven Vänerply AB**
Magnus Knape	Mikael Axelsson

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Per Englund

Christer Hagberg

The Seller's signature hereby witnessed;

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APPENDIX “G”

<u>Representation Letter</u>
<u>Utfästelse rörande vissa omständigheter</u>

Atcon Group Inc. ("Atcon"), which was placed under Court receivership proceeding on March 1, 2010, by the Court of Queen's Bench of New Brunswick, Canada, and was assigned into bankruptcy by its court-appointed receiver on April 26, 2010, pursuant to court order, is contemplating consenting to the sale of the business of its sub-subsidiary Vänerply AB (the "Company") to Startplattan 158421 AB, under change of its business name to Moelven Vänerply AB in accordance with the terms and conditions set out in the Agreement on the Sale and Purchase of Business and thereto attached appendices, which governs the sale of the Company's business, <u>Schedule 1</u>, including the Transfer of Property Agreement, <u>Schedule 2</u> (the "Agreements")

Atcon Group Inc ("Atcon"), som ställts under förvaltning per den 1 mars 2010 genom beslut av Court of Queen's Bench of New Brunswick, Canada, och som sedermera, genom ansökan av dess förvaltare och genom domstolsbeslut per den 26 april 2010, överväger att medge försäljning av den rörelse som bedrivs i dess dotterdotterbolag Vänerply AB ("Bolaget"), till Startplattan 15841 AB, u.ä.t. Moelven Vänerply AB, i enlighet med villkor som framgår av Agreement on the Sale and Purchase of Business (<u>Bilaga 1</u>) jämte därtill fogade bilagor, vilket avtal närmare reglerar överlåtelsen av Bolagets verksamhet, inklusive den fastighetsöverlåtelse som beskrivs i Transfer of Property Agreement, <u>Bilaga 2</u> ("Avtalen).

I, being the managing director of the Company, I fully support the suggested sale, and I am prepared to make certain representations concerning my knowledge and understanding of the Agreements, in relation to Company only. I realise that the Company and its owners will rely on my representations in evaluating the contemplated sale of the Company's business. These representations are, however, only made in relation to the Company and can not be referred to by any other party.

Undertecknad, i egenskap av verkställande direktör för Bolaget, stödjer till fullo den aktuella försäljningen, och är villig att göra vissa uttalanden rörande min kunskap om och förståelse av Avtalen, dock endast i förhållande till Bolaget. Jag inser att Bolaget och dess ägare kommer att förlita sig på mina uttalanden när de utvärderar den tilltänkta försäljningen av Bolagets verksamhet. Mina uttalanden lämnas dock endast till Bolaget och ingen annan part äger rätta att åberopa dem mot mig.

I, the undersigned, hereby confirm that to my actual knowledge:

Undertecknad bekräftar härmed att såvitt jag faktiskt vet:

- the information contained in the aforementioned Agreements is true and correct and not misleading and that no material information consciously has been omitted;
- the appendices to the Agreements are true and correct and not misleading and that no material information consciously has been omitted; and

- all information given to Atcon, or any of its advisors, during the preparation of the Agreements, including all information related to the Excluded Assets (including but not limited to the accounts receivable) was true and correct and not knowingly misleading and that no material information consciously has been omitted, on the date when it was given.

- att den information som finns i de ovan angivna Avtalen är riktig och korrekt och inte är missledande, och att ingen väsentlig information medvetet har utelämnats:
- att Avtalens bilagor är riktiga och korrekta och inte missledande, och att väsentlig information inte medvetet utelämnats;
- att all information som lämnats till Atcon och dess rådgivare, då Avtalen upprättades, inklusive all information rörande "Excluded Assets (inbegripande men inte begränsat till information om kundfordringarna) är riktig och korrekt och inte medvetet missledande, och att ingen väsentlig information medvetet utelämnats, allt vid den tidpunkt då informationen har lämnats.

Moreover, I hereby confirm that I have no actual knowledge about any circumstances that could lead to the information contained in the Agreements becoming wrong or misleading.

Utöver vad som nu sagts så bekräftar jag att jag inte har faktisk kännedom om några omständigheter som skulle leda till att den information som återfinns i Avtalen skulle kunna bli felaktig eller missledande.

This letter is governed by Swedish law, and any dispute shall be referred to the exclusive jurisdiction of the competent Swedish court. For the interpretation of this letter the Swedish version shall prevail.

Denna utfästelse skall vara underkastad svensk rätt, och eventuella tvister rörande densamma skall exklusivt vara underkastad svensk domsrätt. Vid tolkning av denna utfästelse skall den svenska texten gälla.

Otterbäcken May 23, 2011

Leo Persson

APPENDIX "H"

Protokoll fört vid extra bolagsstämma i OPI Aktiebolag, org. nr 556159-8078, den 23 2011, per capsulam
Minutes kept at an extraordinary general meeting of OPI Aktiebolag, Reg. No. 556159-8078, held on May 23, 2011, per capsulam

Närvarande aktieägare *Shareholders present*	**Antal aktier och röster** *Numbers of shares and votes*
Atcon Group Inc.'s konkursbo genom konkursförvaltaren Ernst & Young Inc., företrätt av Paul Hickey *by its receiver and receiver manager Ernst & Young Inc. represented by Paul Hickey*	2 000

Övriga närvarande
Other persons present
Magnus Knape

§ 1. Stämmans öppnande m.m./*Opening of the meeting etc.*

Stämman öppnades av styrelsens ordförande Magnus Knape . Magnus Knape valdes till ordförande på stämman och till protokollförare. Paul Hickey utsågs till justeringman.

The meeting was declared opened by the chairman Magnus Knape. Magnus Knape was appointed chairman of the meeting and keeper of the minutes. Paul Hickey was appointed to verify the minutes.

§ 2. Godkännande av röstlängd/*Approval of voting register*

Beslutades att godkänna ovanstående förteckning över närvarande aktieägare att gälla såsom röstlängd. Således var alla aktier och röster representerade vid mötet.

The above list of shareholders present was approved as voting register. Thus, all shares and votes were represented at the meeting.

§ 3. Kallelse och dagordning/*Convening of the meeting and agenda*

Det noterades att aktieägaren eftergivit kravet på kallelse samt förslag till dagordning till bolagsstämman. Bolagsstämman förklarades därmed vara i behörig ordning sammankallad och det godkändes att dagordning ej upprättats.

It was noted that the shareholder had waived the requirements regarding the convening of the meeting and the requirements regarding proposed agenda. It was therefore declared that the shareholders' meeting had been duly convened. It was approved that no agenda had been drawn up.

§ 4. Försäljning av rörelsen och fastighet i dotterbolaget Vänerply AB/*Sale of the business and property in the subsidiary Vänerply AB*

Det noterades att Moelven AB, genom sitt dotterbolag, Startplattan 158421 AB, 556851-5026, under namnändring till Moelven Vänerply AB, har lämnat ett bud om att förvärva Vänerply AB's verksamheten och fastighet. Det noterades vidare att ledningen i Vänerply AB stödjer en sådan försäljning och att styrelserna i både Vänerply AB och OPI AB, stödjer och rekommenderar sådan försäljning av verksamheten.

Bolagsstämman beslutade att godkänna rekommendationen och överlämnade till styrelsen att vidta erforderliga åtgärder för att ingå avtal i enlighet med föreliggande avtalsförslag som har varit tillgängliga för bolagsstämman för granskning.

It was noted that Moelven AB, through its subsidiary, Startplattan 158421 AB, 556851-5026, pending name change to Moelven Vänerply AB, had made an offer to purchase the business and the property of Vänerply AB. It was further noted that the management in Vänerply AB supports the sale, and the board of directors of Vänerply AB, as well as the board of directors of OPI AB, recommends and supports the sale.

The general meeting resolved to consent to the recommendation and conferred to the board to take relevant action as to execute agreements corresponding to the present draft agreements that had been available to the general meeting for review.

§ 5. Mötets avslutande/*Closing of the meeting*

Mötet avslutades.

The meeting was declared closed.

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Vid protokollet/*Minutes kept by*

Justeras/*Approved*

Magnus Knape

Paul Hickey*

*Ernst & Young Inc. is signing these minutes on behalf of the Atcon Group Inc. in its capacity as court-appointed receiver and receiver/manager of Atcon Group Inc. and not in its personal or corporate capacity and Paul Hickey and Ernst & Young Inc. shall have no personal or corporate liability hereunder or as a result hereof.